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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

RICARDO ALEXANDER OCAMPO,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

NOR-CAL BEVERAGE CO, INC., a
California corporation with its principal place
of business in California, and DOES 1 to 100,
inclusive,

Defendants.

CASE NO. 30-2021-01226173-CU-OE-CXC
Complaint Filed: 10/13/2021

CLASS ACTION

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT
AND ATTORNEYS' FEES AND COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES THEREON**

Judge: Honorable Randall J. Sherman
Hearing Date: December 1, 2023
Time: 10:00 a.m.
Department: CX105

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN that, on December 1, 2023, at 10:00 a.m., or as soon
thereafter as the matter may be heard, in Department CX105 of the Orange County Superior

1 Court for the State of California, located at the 700 W Civic Center Dr, Santa Ana, CA 92701
2 before the Honorable Randall J. Sherman, Plaintiff Ricardo Alexander Ocampo (“Plaintiff”),
3 through his undersigned Class Counsel, will and hereby does move the Court for an order:

- 4 1. Finally certifying the Class, as defined in the Joint Stipulation of Settlement and Release
5 of Class Action (the “Settlement Agreement”) between Plaintiff and Defendants Nor-Cal
6 Beverage Co, Inc. (“Defendants”) and the Court’s July 28, 2023 Order Granting
7 Preliminary Approval of Class Action Settlement;
- 8 2. Finally appointing Plaintiff Ricardo Alexander Ocampo as the Class Representative for
9 purposes of settlement;
- 10 3. Finally appointing James M. Treglio of Potter Handy LLP., as Class Counsel for purposes
11 of settlement;
- 12 4. Finding that notice of the settlement was properly provided to the Class in accordance
13 with the Court’s Order Granting Preliminary Approval of Class Action Settlement;
- 14 5. Finally approving the settlement as fair, adequate, and reasonable, based upon the terms
15 set forth in the Settlement Agreement, including the allocation for attorneys’ fees and
16 costs, settlement administrator expenses, and the class representative payment to Plaintiff;
- 17 6. Binding all Class Members to the terms of the Settlement Agreement, including the
18 Release specified therein; and
- 19 7. Retaining jurisdiction to enforce the Settlement Agreement for one year from the effective
20 date of the settlement to enforce the terms of the settlement.

21 This motion is based upon this Notice of Motion and Motion; the Memorandum of Points and
22 Authorities in Support of Final Approval; the declarations submitted herewith; the Court’s Order
23 Granting Preliminary Approval of Class Action Settlement; the Declaration of James M. Treglio in
24 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement; the Declaration
25 of Ricardo Alexander Ocampo in Support of Plaintiffs’ Motion for Preliminary Approval of Class
26 Action Settlement, the Declaration of James M. Treglio in Support of Plaintiffs’ Motion for Final
27 Approval, Declaration of Jennifer Mills, Declaration of Andrew Guilford, the other records,
28 pleadings, and papers filed in this action; and upon such other arguments as may be presented to
the Court.

1 As this motion is unopposed, Plaintiffs respectfully request relief from the page limit
2 requirement under California Rules of Court, Rule 3.1113(d).

3 Respectfully submitted,

4 POTTER HANDY LLP

5
6 Dated: November 15, 2023

/s/ James M. Treglio
7 James M. Treglio, Esq.
8 Attorney for Plaintiff and the Class
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TABLE OF AUTHORITIES

STATE CASES

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Anderson v. Nextel Retail Stores, LLC, Nos. CV 07-4480-SVW (FFMx), CV 07-6362-SVW (FFMx), CV 07-6576-SVW (FFMx), 2010 WL 8591002 (C.D. Cal. Apr. 12, 2010)	17
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Cellphone Fee Termination Cases, 186 Cal. App. 4th 1380 (2010).....	14, 15
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Dunk v. Ford Motor Co., 48 Cal.App.4th 1794, 1801 (1996)	19
Harris v. Marhoefer, 24 F.3d 16, 19 (9th Cir. 1994).....	24
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This motion seeks final approval of a wage-and-hour class action settlement (the “Settlement”) for the non-reversionary Gross Settlement Amount (“GSA”) of \$390,000.00 between Plaintiff Ricardo Alexander Ocampo (“Plaintiff”) and Defendant Nor-Cal Beverage Co., Inc. (“Defendants”) (collectively the “Parties”) for a settlement class of 1146 persons *who are or were employed by Defendant or its predecessor or merged entities in California as hourly, non-exempt employees at any time from October 14, 2017, to July 28, 2023* (“the Class” or “Class Members”).

Under the terms of the Settlement, if the Court grants final approval to the settlement, 304¹ Class Members will share 100% of the Net Settlement Amount, and none objected to the terms of the settlement. If the Court grants final approval to the proposed settlement, the following chart sets forth the allocation of the Gross Settlement Amount (“GSA”) pursuant to the Settlement Agreement:

Revised Gross Settlement Amount	\$390,000.00
Attorneys’ Fees	(\$130,000.00)
Litigation Costs	(\$11,036.00) ²
Claims Administration Costs	(\$13,000.00)
Class Representative Enhancement Payment	(\$10,000.00)
PAGA payment to the LWDA	(\$45,000.00)
PAGA payment to PAGA Members	(\$15,000.00)
Net Settlement Amount	\$165,964.00

As discussed below, following the distribution of the Class Notice to the Class, there was one objection to this settlement. This is an excellent response from the Class raising the strong presumption that the Settlement is fair, reasonable, adequate, and in the best interest of the Class Members. All Participating Class Members will receive settlement awards if the Court grants final approval, with an average payment of \$545.93 – truly excellent results for a case of this type, as evidenced below.

¹ Based on the class size of 1,446, taking the 1,130 individual settlements into account, that leaves with 316 non-release class members. With the opt outs, that would leave approximately. 304 non-release class members.

² Plaintiff initially saw \$20,000 in costs, but now only seek \$11,036.

1 Not surprisingly, only a *single Class Member objected to the terms of the Settlement*, a
2 significant factor that demonstrates the Class unanimously approves of the terms of the Settlement,
3 by its July 28, 2023 Order Granting Preliminary Approval of Class Action Settlement.

4 Furthermore, the Settlement (1) is the product of arms-length negotiations culminating in a
5 full-day mediation with mediator Hon. Judge Andrew Guilford, (2) was negotiated by experienced
6 class action attorneys during the course of negotiations,(3) was reached after undertaking sufficient
7 investigation necessary to evaluate the relative strength and value of the class's claims as well as
8 Defendant's legal and factual defenses, and (4) reflects a reasoned compromise based directly on
9 the relative strength and value of the class's claims, as well as the risks, expense, complexity and
10 likely duration of further litigation. As described in further detail below, the Class Notice was
11 disseminated in accordance with the notice plan described in the Settlement Agreement and the
12 Court's Preliminary Approval Order. (Declaration of Jennifer Mills for Rust Consulting, Inc. with
13 Respect to Settlement Administration and Class Notice ("Mills Decl."), ¶¶ 3 - 11). As noted, it is
14 hard to imagine a more positive response from Class Members, with only one Class Member
15 objecting to the Settlement, and twelve Class Members out of the 1,446 on the list provided to the
16 administrator requesting exclusion, and all 1,446 Class Members receiving a Settlement Share.
17 According to the Defendant, of the 1,446 individuals in the Class, 1,130 agreed to the settlement,
18 and Defendant, in total, paid out \$1,360,000 to these class members. Further, none of the settlement
19 funds will revert to Defendant.

20 Class Counsel is seeking final approval of attorneys' fees in the amount of one-third of the
21 Gross Settlement Amount, which is a reasonable fee for a wage and hour class action as a percentage
22 of the common fund and within the normal range of attorneys' fee awards in similar class actions
23 in California courts and in Orange County.

24 Based upon the foregoing, Plaintiff respectfully request that the Court issue an Order that
25 (1) the Settlement be finally approved; (2) Plaintiff be appointed as Class Representative; (3)
26 Plaintiff's attorneys be appointed as Class Counsel, and (4) that the payment amounts as set forth
27 in the proposed Order Granting Final Approval of Class Action Settlement be approved.
28

1 **II. FACTUAL AND PROCEDURAL BACKGROUND**

2 **A. NATURE OF THIS ACTION AND THE SETTLEMENT**

3 Plaintiff and the Class Members are and were employed by Nor-Cal Beverage Co., Inc., a
4 company that boasts of being the largest independent beverage co-packer west of the Mississippi
5 and a highly-respected equipment solutions provider. (First Amended Complaint “FAC.”) at ¶ 13.

6 Plaintiff was hired as a Filler Machine Operator II assigned to Defendant’s production
7 facility in West Sacramento on January 13, 2021 until he resigned on April 15, 2021. Defendant
8 paid Plaintiff \$18.58 per hour. FAC ¶ 14.

9 According to the information supplied by defense counsel to the Settlement Administrator,
10 the Class here consists of 1,446 total class members. Treglio Decl. ¶ 2.

11 On July 20, 2021, Plaintiff sent a notice letter to the LWDA alleging claims under the
12 Private Attorneys General Act (“PAGA”) based on Defendant’s alleged violation of provisions of
13 the California Labor Code and applicable Industrial Welfare Commission Wage Orders. On
14 October 13, 2021, Plaintiff filed a Complaint against Defendant in Orange County Superior
15 Court. The Complaint alleges causes of action for (1) failure to pay Plaintiff and his fellow
16 employees in California all wages owed; (2) failure to pay Plaintiff and his fellow employees in
17 California all overtime wages owed; (3) failure to provide Plaintiff and his fellow employees meal
18 periods and pay missed meal period premiums; (4) failure to provide Plaintiff and his fellow
19 employees paid rest breaks and pay rest break premiums; (5) failure to provide accurate wage
20 statements to Plaintiff and his fellow employees within the four years prior to the filing of this
21 Complaint; (6) failure to pay all wages owed in a timely manner; (7) failure to pay all wages due
22 to former employees based on the foregoing; (8) failure to provide a day of rest; (9) violation of
23 PAGA; and (9) unfair business practices based on the foregoing. Plaintiff subsequently amended
24 his Complaint to include claims for unreimbursed business expenses pursuant to Section 2802 of
25 the Labor Code and claims for failure to provide sick pay in violation of Sections 245-248 of the
26 California Labor Code.

27 On or about August 3, 2022, the Parties submitted their mediation briefs to Hon. Judge
28 Andrew Guilford via electronic mail. These briefs were lengthy, well-researched, and included

1 numerous exhibits. Both briefs discussed the merits of the case, including the individual
2 settlement agreements Defendant reached with various class members. Guilford. Decl. ¶ 7.

3 At some point in first half of 2022, and leading up to the mediation, Defendant began a
4 process of contacting class members and settled with them individually, as allowed under
5 *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796. According to the Defendant, of the
6 1,446 individuals in the Class, 1,130 agreed to the settlement, and Defendant, in total, paid out
7 \$1,360,000 to these class members. Treglio Decl. at ¶ 6.

8 On August 10, 2022, the Parties attended an all-day mediation with the Hon. Judge Andrew
9 Guilford. Guilford. Decl. ¶ 9. At the end of the day, the Parties did not reach an agreement by
10 themselves. Instead, Hon. Judge Guilford submitted a Mediator's Proposal to both Parties. Guilford.
11 Decl. ¶ 10. Judge Guilford gave each Party time to review his mediator's proposal, and after a short
12 time, all Parties accepted the proposal. Guilford. Decl. ¶ 10.

13 In November 2022, Plaintiff subsequently amended his class action complaint and PAGA
14 letter to the LWDA to include claims of failure to reimburse business expenses and failure to
15 comply with California's paid sick leave laws.

16 The parties engaged in extensive exchanges of informal discovery prior to reaching a fair
17 settlement in this matter. Accordingly, sufficient information existed to allow Class Counsel to act
18 intelligently in valuing this case and, given the parties' arms' length bargaining at mediation, the
19 extensive exchange of informal discovery, the experience of Class Counsel, one objection, and, the
20 presumption of fairness clearly applies. Based on comparison with other settlements of similar cases
21 and claims, Class Counsel maintains the settlement is fair, reasonable, and adequate, and in best
22 interest of the Class. Treglio Decl. ¶ 13.

23 On July 28, 2023, this Court entered an order preliminarily approving the Settlement
24 Agreement. The Court preliminarily approved the requested payment to the Class Representative
25 in the amount of \$10,000.00; attorney's fees up to one-third of the Gross Settlement Amount
26 (\$130,000.00) and litigation costs up to \$20,000.00 which Plaintiff is now seeking only \$11,036.
27 The Court also conditionally certified, for purposes of settlement, a class of "*persons who are or*
28

1 *were employed by Defendant or its predecessor or merged entities in California as hourly, non-*
2 *exempt employees at any time from October 14, 2017 to July 28, 2023.” Treglio Decl. ¶ 3.*

3 **B. THE NOTICE PROCEDURES IN THE PRELIMINARY APPROVAL ORDER WERE**
4 **SATISFIED AND IMPLEMENTED**

5 The procedures for disseminating notice to the Class Members established by the Order
6 Granting Preliminary Approval have been fully and properly executed. Mills Decl. ¶¶ 3 - 11. On
7 August 27, 2023, counsel for Defendant provided the Settlement Administrator with a class data
8 list containing each Class Member’s name, last known address, Social Security Numbers and
9 applicable employment information. Mills Decl. ¶ 9. The mailing list contained 1,446 Class
10 Members. Mills Decl. ¶ 9. The Settlement Administrator was charged with a) preparing, printing
11 and mailing of the Class Notice (“Notice”) and Opt-Out Form, (collectively, “Notice Packet”) b)
12 tracking of exclusions, disputes and objections; c) drafting and mailing Individual Settlement Share
13 payments; and d) for such other tasks as the Parties mutually agree or the Court orders Rust to
14 perform. Mills Decl. ¶3

15 The Settlement Administrator obtained a mailing address of Ocampo v Nor Cal Beverage,
16 c/o Rust Consulting, Inc. - 8367, P.O. Box 2396, Faribault, Minnesota 55021-9096 to receive Claim
17 Forms, exclusions, objections, undeliverable Notice Packets and other communications regarding
18 the Settlement. Mills Decl. ¶ 4.

19 The Settlement Administrator obtained a facsimile number of 248-733-6407 for receiving
20 communications about the Settlement. The facsimile number was included in the Notice Packets.
21 Mills Decl. ¶ 5.

22 The Settlement Administrator posted the Settlement Agreement, MPA Final and Notice
23 online at <https://www.rustconsulting.com>. Mills Decl. ¶ 6.

24 The Settlement Administrator obtained an email address of
25 administrator@OcampovNorCalBeverage.com for receiving communications about the
26 Settlement. The email address was included in the Notice Packet. Mills Decl. ¶ 7.

27 The mailing addresses contained in the Class List were processed and updated utilizing the
28 National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The

1 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that
2 any individual had filed a U.S. Postal Service change of address request, the address listed with the
3 NCOA would be utilized in connection with the mailing of the Notice Packets. Mills Decl. ¶ 10.

4 On September 11, 2023, Notice Packets were mailed to 1,446 Class Members contained in
5 the Class List via First Class mail. The Notice Packet advised Class Members that they could
6 submit an exclusion, dispute and/or objection postmarked by October 26, 2023. Mills Decl. ¶ 11.

7 The Settlement Administrator received one objection and twelve opt-outs. It is hard to
8 imagine a more favorable response to a Settlement.

9 **C. THE SETTLEMENT RECEIVED ONE OBJECTION, WHICH IS FAIR AND REASONABLE**

10 The response of the Class members has been positive:

- 11 ➤ The Settlement Administrator mailed the Notice Packet to 1,446 Class Members.
12 After re-mailing, **only 12 notice packets were ultimately deemed undeliverable.**
13 Mills Decl. ¶ 12.
- 14 ➤ **1 Class Member objected** to the Settlement. Treglio Decl. at ¶ 10.
- 15 ➤ **Twelve Class Members requested to be excluded** from the Settlement. Mills Decl.
16 at ¶ 52.
- 17 ➤ There are a total of 304 Participating Class Members, a 100% participation rate, and
18 all of **those 304 Participating Class Members will share 100% of the Net**
19 **Settlement Amount.** Treglio Decl. at ¶ 9. None of the Net Settlement Amount will
20 revert to Defendant. *Id.*
- 21 ➤ The average individual settlement payment is currently estimated to be \$545.93.
22 Treglio Decl. at ¶ 9. Thus, the Class' response to the Settlement fully supports a
23 Court Order granting final approval to the Settlement.

24 //

25 **III. THE SETTLEMENT SHOULD BE FINALLY APPROVED AS IT MEETS**
26 **ALL CRITERIA FOR FINAL APPROVAL**

27 **A. STANDARD OF REVIEW**

28 Pursuant to the applicable Rules of Court, “[a] settlement or compromise of an entire class

1 action . . . requires the approval of the court after hearing.” See Cal. R. Ct. 3.769(a) The procedures
2 for submission of a proposed settlement for final approval are set forth in California Rule of Court
3 3.769(g) – entitled “Conduct of final approval hearing” – which provides that “[b]efore final
4 approval, the court must conduct an inquiry into the fairness of the proposed settlement.” See Cal.
5 R. Ct. 3.769(g).³ Importantly, “[t]he [court’s] inquiry ‘must be limited to the extent necessary to
6 reach a reasoned judgment that (1) the agreement is not the product of fraud or overreaching by, or
7 collusion between, the negotiating parties, and (2) that the settlement, taken as a whole, is fair,
8 reasonable and adequate to all concerned.’” See *Nordstrom Comm’n Cases*, 186 Cal. App. 4th 576,
9 581 (2010).

10 With regard to the first consideration (i.e. the underlying basis giving rise to the agreement),
11 it is generally accepted that “[a] presumption of fairness exists where: (1) the settlement is reached
12 through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and
13 the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage
14 of objectors is small.” See *Id.* at 581; *Cellphone Fee Termination Cases*, 186 Cal. App. 4th 1380,
15 1389 (2010).

16 With regard to the second consideration (i.e. the reasonableness and adequacy of the
17 settlement), “the trial court should consider relevant factors, which may include, but are not limited
18 to (1) ‘the strength of [the] plaintiffs’ case, (2) the risk, expense, complexity and likely duration of
19 further litigation, (3) the risk of maintaining class action status through trial, (4) the amount offered
20 in settlement, (5) the extent of discovery completed and the stage of the proceedings, (6) the
21 experience and views of counsel, (7) the presence of a governmental participant, and (8) the reaction
22 of the class members to the proposed settlement.” See *Cellphone Fee Termination Cases*, *supra*,
23 186 Cal. App. 4th at 1389; *Nordstrom Comm’n Cases*, *supra*, 186 Cal. App. 4th at 581; *Munoz v.*
24 *BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399, 407 (2010).⁴

25
26
27 ³ Thereafter, Rule 3.769(h) provides that “[i]f the court approves the settlement agreement after the final approval
28 hearing, the court must make and enter judgment” which “must include a provision for the retention of the court’s
jurisdiction over the parties to enforce the terms of the judgment.” See Cal. R. Ct. 3.769(h.)

⁴ Of course, “[n]ot all of these factors will apply to every class action settlement” and “[u]nder certain circumstances,
one factor alone may prove determinative in finding sufficient grounds for court approval.” See *Nat’l Rural Telcomms.*

1 While it is generally accepted that “[t]he most important factor is the strength of the case
2 for plaintiffs on the merits, balanced against the amount offered in settlement,” *Munoz*, 186 Cal.
3 App. 4th at 407–08, a court must be mindful that its function in such valuation is limited solely to
4 determining whether the settlement falls within the *range* of acceptable settlements under the
5 circumstances. *See Id.* at 409 (rejecting contention that a finding of fairness requires “[an] explicit
6 statement of value” but rather, only “requires a record which allows ‘an understanding of the
7 amount that is in controversy and the realistic range of outcomes of the litigation.’”). Indeed, “[t]he
8 proposed settlement is **not** to be judged against a hypothetical or speculative measure of what might
9 have been achieved had plaintiffs prevailed at trial,” *Wershba v. Apple Computer, Inc.*, 91 Cal. App.
10 4th 224, 246 (2001), and it is well established that “[t]he merits of the underlying class claims are
11 not a basis for upsetting the settlement of a class action.” *See 7-Eleven Owners for Fair Franchising*
12 *v. Southland Corp.*, 85 Cal. App. 4th 1135, 1150 (2001); *Wershba, supra*, 91 Cal. App. 4th at 246.

13 “[D]ue regard ... should be given to what is otherwise a private consensual agreement
14 between the parties.” *See Cellphone Fee Termination Cases, supra*, 186 Cal. App. 4th at 1389;
15 *Nordstrom Comm’n Cases, supra*, 186 Cal. App. 4th at 581. “[T]he operative word is ‘settlement,’”
16 *7-Eleven Owners*, 85 Cal. App. 4th at 1150, and “[c]ompromise is inherent and necessary in the
17 settlement process.” *See Wershba*, 91 Cal. App. 4th at 250. Importantly, “[p]ublic policy generally
18 favors the compromise of complex class action litigation.” *Nordstrom Comm’n Cases, supra*, 186
19 Cal. App. 4th at 581.

20 The Court may appropriately infer that a class action settlement is fair, adequate, and
21 reasonable when, among other reasons, few or no class members object to it. *See Class Plaintiffs v.*
22 *City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992); *Williams v. Costco Wholesale Corp.*, 2010 WL
23 2721452, at *5 (S.D. Cal. July 7, 2010) (“The absence of any objector strongly supports the fairness,
24 reasonableness, and adequacy of the settlement.”); *Nat’l Rural Telecomms. Coop. v. DIRECTV,*
25 *Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004) (“The absence of a single objection to the Proposed
26 Settlement provides further support for final approval of the Proposed Settlement”). The settlement

1 receiving one objection and 12 opt-outs here raises a strong presumption that the terms of the
2 proposed class settlement action are favorable to the class members. The Court should therefore
3 construe the favorable response by the Class, one objector and 12 opt-outs to the Settlement by the
4 Class are strong indicators that the Class Members themselves view the Settlement as fair, adequate
5 and reasonable. The Court should begin its analysis with the presumption that the Settlement is fair
6 and should be approved.

7 **B. THE SETTLEMENT MEETS ALL FINAL APPROVAL STANDARDS**

8 Applying the above factors, the proposed settlement embodies all of the key features of a
9 settlement that is fair, reasonable, adequate, and in the best interests of the members of the class,
10 and as such, meets all the criteria necessary for final approval.

11 **1. The Settlement was Reached Through Arms-Length Bargaining**

12 The Court has already preliminarily approved the Settlement Agreement, which was the
13 product of extensive arm's length and comprehensive negotiations between very experienced
14 attorneys for Plaintiffs and the Defendants and a full day mediation session with Hon. Judge
15 Andrew Guilford. Plaintiff will not reiterate all of the evidence and legal arguments establishing
16 that the Settlement Agreement and the negotiation process that led up to the Court making a factual
17 finding that it is fair and adequate, which are set forth in detail in Plaintiffs' Motion for Preliminary
18 Approval, the Supplemental Declaration of James M. Treglio in support of that motion, and in the
19 Court's Preliminary Approval Order. However, it is important to note that the Settlement was
20 negotiated at arm's-length through settlement discussions between experienced attorneys. Because
21 there was one objection here and twelve opt-outs, there is no reason to deny final approval of the
22 Settlement. Treglio Decl. ¶¶ 12, 13.

23 **2. Investigation and Discovery Was Sufficient For Counsel and the Court**

24 The settlement ultimately reached by the parties was the product of Class Counsel's review
25 of an extensive body of information, documents, and damages calculations based thereon.
26 Defendants' counsel provided Plaintiffs' counsel with documents and data responsive to Plaintiffs'
27 informal discovery requests, the data included, *inter alia*, employee list (including dates of
28 employment and rates of pay for all class members), payroll reports, and Plaintiffs' personnel file,

1 wage records and financial documents. Treglio Decl. ¶ 11. Based on the foregoing data, information
2 and documents, Class Counsel was able to calculate estimated potential damages for the Class and
3 also take into account Defendant’s defenses and the various discounts applied to the potential
4 damages for purposes of settlement negotiations. *Id.*

5 **3. Class Counsel is Experienced in Similar Litigation**

6 Both Plaintiffs’ and Defense’ Counsel are experienced class action and employment
7 attorneys, and have used their experience and expertise in fashioning a Settlement Agreement that
8 is acceptable to both parties. Treglio Decl. ¶¶ 21 – 24.

9 **4. One Class Member Objected to, Or Only Twelve Opted Out of, the Settlement**

10 As explained above, there were twelve opt-outs and one objection to the Settlement, which
11 demonstrates that Class Members approve of the terms of the settlement. Treglio Decl. ¶¶ 10.
12 Therefore, 100% of the Net Settlement Amount will be distributed pro-rata to all 304 Participating
13 Class Members based on their pro-rata “weeks-worked” during the Class Period. Treglio Decl. ¶
14 9. This is a favorable result, with 100% of the Net Settlement Amount to be distributed and none
15 of the settlement funds reverting to Defendant. *Id.* Courts have approved class settlements with far
16 lower participation rates. *See, Anderson v. Nextel Retail Stores, LLC*, 2010 WL 8591002, at *17
17 (C.D. Cal. Apr. 12, 2010) (commenting favorably, as indicia of class member approval of the
18 settlement, on claim-filing rate of 27%); *Stuart v. Radioshack Corp.*, 2010 WL 3155645, at *4
19 (N.D. Cal. Aug. 9, 2010) (granting final approval to settlement where 12.54% of class claimed
20 31.88% of the net settlement fund).

21 **C. THE CLASS NOTICE PROCESS WAS ADEQUATE TO SATISFY DUE PROCESS**

22 The Court-approved Class Notice and Opt-out Form, and the notice process described above
23 have adequately protected the due process rights of the absent Class Members. Class action rules
24 require the class notice to contain an “explanation of the proposed settlement and procedures for
25 Class Members to follow in filing written objections to it and in arranging to appear at the settlement
26 hearing and state any objections to the proposed settlement.” Cal. Rules of Court 3.769(f). The
27 notice must contain the information set forth in California Rule of Court 3.766(d). Notice of a class
28 action settlement is adequate where notice is given in a “form and manner that does not

1 systematically leave an identifiable group without notice.” *Mandujano v. Basic Vegetable Prods,*
2 *Inc.*, 541 F.2d 832, 835 (9th Cir. 1976). The notice should be the best “practicable under the
3 circumstances including individual notice to all members who can be identified through reasonable
4 effort.” *Torrissi v. Tuscon Elec. Power Co.*, 8 F.3d 1370, 1374 (9th Cir. 1993). “The standard is
5 whether the notice has a reasonable chance of reaching a substantial percentage of the class
6 members.” *Wershba v. Apple Computer*, 91 Cal.App.4th 224, 251 (2001).

7 The Class Notice and Opt-out Form here, which were approved by the Court by its
8 Preliminary Approval Order, fully satisfy these standards and those set forth in California Rule of
9 Courts 3.766(d)-(f). The Settlement Administrator reports that out of the 1,446 Notice Packets
10 mailed, only 12 notice packets were ultimately deemed undeliverable. Mills Decl. ¶ 12. The Class
11 Notice explained the proposed settlement and procedures for Class Members to follow to participate
12 in, to opt out of, and to object to the settlement, or if they wish, to challenge their weeks-worked,
13 and to appear and be heard at the final approval and fairness hearing. See Treglio Decl., Exhibit A.
14 As discussed above, twelve Class Members requested exclusion from the settlement, and one
15 objected to the terms of settlement. Treglio Decl. at ¶ 10. The Substantial Class Recovery Balanced
16 Against the Risks Inherent in Continued Litigation Favor Final Approval

17 To assess the fairness, adequacy and reasonableness of a class action settlement, the Court
18 must also weigh the immediacy and certainty of substantial settlement proceeds against the risks
19 inherent in continued litigation. See *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996)
20 (court should consider the strength of plaintiff’s case, the risk of further litigation, including the
21 risk of maintaining class action status through trial, and the amount offered in settlement); Manual
22 For Complex Litigation § 21.62 at 316 (this analysis involves consideration of “the advantages of
23 the proposed settlement versus the probable outcome of a trial, ... the probable time, duration, and
24 cost of trial; ... [and] the probability that the class claims, issues, or defenses could be maintained
25 through trial on a class basis”).

26 As discussed in length in Plaintiffs’ Motion for Preliminary Approval, the settlement is fair
27 and adequate given the litigation risks and delay inherent in further litigation and appeals. Treglio
28 Decl. ¶ 12.

1 The parties concluded that proceeding with litigation of the Action would be protracted and
2 expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon
3 the terms and conditions set forth in this Stipulation in order to limit further expense, inconvenience
4 and distraction Treglio Decl. ¶ 12. Both Plaintiff and Defendant took into account the uncertainty
5 and risks inherent in any litigation, especially in complex cases such as the Action. Treglio Decl. ¶
6 12.

7 Moreover, the parties engaged in extensive exchanges of informal discovery prior to
8 reaching a fair settlement in this matter. Treglio Decl. ¶ 13. Accordingly, sufficient information
9 existed to allow Class Counsel to act intelligently in valuing this case and, given the parties' arms'
10 length bargaining, the extensive exchange of informal discovery, the experience of Class Counsel,
11 one objection, and 12 requests for exclusion the presumption of fairness clearly applies. Based on
12 comparison with other settlements of similar cases and claims, Class Counsel maintains the
13 settlement as fair, reasonable, and adequate, and in the best interest of the Class. Treglio Decl. at ¶
14 13. The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable and
15 adequate is entitled to significant weight. See *Officers for Justice v. Civil Serv. Comm'n of City &*
16 *Cty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982).

17 **III. THE ATTORNEYS' FEES AND LITIGATION COSTS SOUGHT ARE FAIR AND**
18 **REASONABLE AND SHOULD BE APPROVED**

19 As a component of the Settlement, Plaintiff also seeks final approval of an award of
20 attorneys' fees to Class Counsel in the amount of \$130,000.00 and litigation costs of \$11,036.00⁵.
21 These amounts will be paid from the Gross Settlement Amount as provided by the Settlement
22 Agreement. The Court has preliminarily approved these payments from the Gross Settlement
23 Amount, Defendants does not oppose these deductions, and no class members have objected to any
24 of these deductions. Moreover, they are warranted under the law and within the range of fees
25

26
27 ⁵ Plaintiff initially saw \$20,000 in costs, but now only seek \$11,036. Plaintiff's Counsel only requests \$11,036.00 in
28 litigation cost reimbursement as contemplated by the Settlement Agreement. To date, counsel has incurred actual
litigation costs of \$11,036.00 including the anticipated costs associated with filing and serving this motion, and
shepherding this settlement through funding and disbursement. See, Treglio Decl. ¶ 19.

commonly awarded in similar cases. Accordingly, these payments should receive final approval.

A. PLAINTIFF IS ENTITLED TO RECOVER REASONABLE ATTORNEY’S FEES AND COSTS UNDER LABOR CODE § 218.5, 2699 AND 1194.2

Plaintiff and the Class in this action are entitled to recover reasonable attorneys’ fees, expenses and costs under section 218.5 California Labor Code, which provides that, “[i]n any action brought for the nonpayment of wages....the Court shall award reasonable attorneys’ fees and costs to the prevailing party.” In addition, Plaintiff and the Class are entitled to recover reasonable attorneys’ fees pursuant to sections 1194.2 and 2699(g)(1) of the Labor Code, which provides that, “...any employee receiving less than the legal minimum wage...applicable to the employee is entitled to recover in a civil action the unpaid balance of full amount of this minimum wage...including...reasonable attorneys’ fees, and costs of suit, and states “Any employee who prevails...”See, 2699(g)(1).⁶

An attorneys’ fee award is justified where the legal action has produced its benefits by way of voluntary settlement. *See Marias P. v. Riles*, 43 Cal.3d 1281, 1290-1291 (1987). California law provides that when a party is entitled to statutory fees, it must be compensated for all time reasonably spent seeking to accomplish the desired litigation result. *See Serrano v. Unruh*, 32 Cal.3d 621, 624 (1982). As shown below, California state courts award attorneys’ fees in class action based on either the “lodestar-multiplier” method or the “common fund” method. Here, under the common fund method, Plaintiffs request for attorneys’ fees in the amount of one-third of the Gross Settlement Amount is reasonable and appropriate.

B. PLAINTIFF’S REQUEST FOR FEES ARE REASONABLE UNDER THE COMMON FUND METHOD

Under the “common fund” doctrine, Plaintiff’s request for attorneys’ fees in the amount of one-third of the common fund is reasonable, justified and appropriate, because (1) it is within the range routinely awarded as attorneys’ fees in similar cases; (2) it is supported by the high quality

⁶ Plaintiffs are also entitled to fees and costs under Section 226(e) of the Labor Code (employee who prevails on claims for itemized wage statement violation “is entitled to an award of costs and reasonable attorneys’ fees”); and, potentially, section 1021.5 of the California Code of Civil Procedure.

of Class Counsel’s work on this case and the results obtained for the Class; (3) it is supported by the fact that this case was handled on a contingency basis and was undertaken despite various risks and expenses; and (4) no class members objected to the requested attorneys’ fees.

1. The Attorneys’ Fees Requested Here Fall Within the Reasonable Range

Awarded in Similar Cases Under the Well-established Common Fund Method

Attorneys’ fees and litigation expenses may properly be awarded based on California’s “common fund” doctrine. “The common fund doctrine, like [Code of Civil Procedure] section 1021.5 itself, is an exception to the American rule which provides that parties to a lawsuit must ordinarily pay their own attorney fees. Under both exceptions, class counsel is entitled to the same thing: reasonable attorney fees.” *Apple Computer, Inc. v. Superior Court*, 126 Cal. App. 4th 1253, 1269-70 (2005).

The California Supreme Court recently approved use of the common fund method of awarding attorneys’ fees in class actions and approved a fee award at 1/3 of the settlement amount obtained for the class, the same percentage fee award as the attorneys’ fees requested in this case. *See Laffitte v. Robert Half Int’l Inc.*, 1 Cal. 5th 480, 503 (August 11, 2016) (“We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class 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 an appropriate percentage of the fund created”). The Court noted that trial courts have the discretion to award fees as a percentage of the common fund, without the necessity to conduct a lodestar cross-check. (*Id.*). (“...[Courts] ... retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.”).⁷ *Id.*, at 505. The California Supreme Court’s decision was consistent with its prior rulings recognizing that “when a number of persons are entitled in common to a specific fund, and an action brought by ... plaintiffs for the benefit of all results in the creation or preservation of that fund, such

⁷ Here, Class Counsel seeks fees based on the common-fund method. However, if the Court wishes to review Class Counsel’s lodestar to date, Class Counsel can provide the court with detailed time records of all timekeepers who worked on this case as well as their respective hourly rates.

1 ... plaintiffs may be awarded attorneys' fees out of the fund." *Serrano III v. Priest*, 20 Cal.3d 25,
2 34 (1977); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("[A] lawyer who recovers a
3 common fund . . . is entitled to reasonable attorneys' fees from the fund as a whole").

4 The negotiated and unopposed attorneys' fee should also be approved because it is within
5 the approved range of appropriate awards of attorneys' fees in similar wage/hour class action cases
6 in California and in Orange County. Class counsel have been involved in a number of wage and
7 hour class actions like this one, and California state and federal courts have routinely approved
8 payments of attorneys' fees amounting to 1/3 or more of the settlement fund.

9 **2. The High Quality of Work and Excellent Result Obtained Support the Award**

10 In addition to the fact that a Class benefit was created with a common fund, the fairness of
11 the requested fee award of one-third of that common fund is supported by the high quality of work
12 performed by Class Counsel and the good result obtained for the Class. Treglio Decl. ¶ 14. Class
13 Counsel diligently, efficiently, and creatively pursued this case and promptly reached a successful
14 settlement for the benefit of the entire Class. Treglio Decl. ¶ 14. The fact that the settlement was
15 embraced and supported by the entire Class, as evidenced by the one objection and twelve opt-outs,
16 demonstrates that Class Counsel obtained a very favorable result for the Class. Treglio Decl. ¶ 10.
17 The results obtained are laudable because 100% of the Net Settlement Amount will be distributed
18 to 304 Class Members, with a 100% participation rate and none of the settlement funds to
19 Defendant. If retro federal preemption had passed, or it if passes in the future, this will be proven
20 to be an even more excellent result.⁸

21 **3. The Contingent Nature of Class Counsel's Representation of Plaintiff and the**
22 **Class Further Supports the Fee Award at One-Third of the Common Fund**

23 An additional factor militating in favor of the granting of the requested fee award is the fact
24 that this case was both legally and financially risky for Plaintiff's Counsel. See *Vizcaino v.*
25 *Microsoft Corp*, 290 F.3d 1043, 1048-49 (9th Cir. 2002). Specifically, there was the prospect of
26 enormous cost inherent in class action litigation, as well as a battle with a corporation represented
27 _____
28

1 by a well-respected law firm; in addition, in coming to a determination that this settlement is fair
2 and reasonable and in the best interests of the Class. In light of Defendants' legal and factual
3 arguments, the ultimate success of either party's arguments was uncertain. Taking all the arguments
4 and defenses into account, the settlement amount reflects the realistic and fair value of the class
5 claims at issue. It is further consistent with similar settlements that have been finally approved by
6 various Courts. While the parties dispute whether a class would be appropriate if the litigation were
7 to continue, they agree, for the purposes of this settlement only, that the Class is subject to common
8 compensation policies. Treglio Decl. ¶ 15. If Plaintiff had lost this case, Class Counsel would have
9 recovered nothing, and would have lost his out-of-pocket costs. *Id.* at 15.

10 Finally, the absence of any objections to the requested fee award also supports the
11 appropriateness and reasonableness of the requested attorneys' fees. *In Re Heritage Bond Litig.*,
12 2005 WL 1594403, at *21 (C.D. Cal. 2005) ("The absence of objections or disapproval by class
13 members to Class Counsel's fee further supports finding the fee request reasonable.").

14 **C. CLASS COUNSEL SHOULD BE REIMBURSED FOR LITIGATION COSTS AND EXPENSES**

15 Class Counsel also requests reimbursement from the common fund for out-of-pocket
16 expenses incurred during this litigation. Class Counsel is permitted to recover their litigation costs
17 and expenses under the common fund doctrine. *See Serrano v. Priest III*, 20 Cal.3d 24, 35 (1977)
18 (common fund doctrine permits recovery of fees and costs from the fund); *Rider v. County of San*
19 *Diego*, 11 Cal.App.4th 1410, 1424 n.6 (1992) (costs are recoverable from the common fund "[o]f
20 necessity, and for precisely the same reasons discussed above with respect to the recovery of
21 attorneys' fees by . . . [Plaintiffs'] attorneys"). Furthermore, regardless of the method chosen by the
22 Court to calculate attorneys' fees, Plaintiff's Counsel are entitled to recover "those out-of-pocket
23 expenses that would normally be charged to a fee-paying client." *Harris v. Marhoefer*, 24 F.3d 16,
24 19 (9th Cir. 1994).

25 Here, the actual litigation costs incurred in this case, including estimated costs in connection
26 with the filing of this motion, amounts to no less than \$11,036.00. *See*, Treglio Decl., ¶ 19,
27 containing an itemized breakdown of all costs incurred in connection with this case, which includes
28 anticipated costs in association with the filing and service of this motion, and anticipated costs to

1 be incurred in connection with shepherding this settlement through the funding, payment plan, and
2 disbursement.

3 **IV. THE COURT SHOULD AWARD THE CLASS REPRESENTATIVE REQUESTED**
4 **ENHANCEMENT AWARD**

5 Finally, Plaintiff request approval of the proposed payment of \$10,000.00. This proposed
6 Class Representative Payment, to which no Class Member has objected, and which Defendants
7 does not oppose, is intended to recognize the time, effort, and risk that Plaintiffs undertook in
8 bringing this case and help to secure the relief obtained for the members of the Class. *See Bell v.*
9 *Farmers Ins. Exchange*, 115 Cal. App. 4th 715, 726 (2004) (upholding “service payments” to
10 named plaintiff for his efforts in bringing class case); *Rodriguez v. West Publishing*, 563 F.3d 948,
11 959 (9th Cir. 2009) (stating that incentive awards are “intended to compensate class representatives
12 for work done on behalf of the class, to make up for financial or reputational risk undertaken in
13 bringing the action, and, sometimes, to recognize their willingness to act as a private attorney
14 general.”). “Courts routinely approve Enhancement Awards to compensate named plaintiffs for the
15 services they provide and the risks they incurred during the course of the class action
16 litigation.” *Vasquez v. Coast Valley Roofing*, 266 F.R.D. 482, 490 (E.D.Cal. 2010) (citing *Ingram*
17 *v. Coca-Cola Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995)).

18 Here, the amount of the Class Representative Payment is warranted based on the reasons
19 specified in his declaration in support of preliminary approval which were itemized as follows: the
20 time and effort that the named Plaintiffs devoted to this case including spending significant time on
21 the phone with counsel throughout the entire duration of the litigation, settlement discussions,
22 approval process, preparing and gathering documents in support of the asserted claims, personally
23 participating actively throughout the mediation, the valuable assistance he provided to Class
24 Counsel; and the fact that Plaintiff entered into a general release of claims that is broader than the
25 release of the Class. Treglio Decl. ¶ 20.

26 Plaintiff also assumed significant risk in bringing this litigation—namely, had he lost, he
27 would have been responsible for paying Defendant’s costs. Treglio Decl. ¶ 20. Plaintiff provided
28 invaluable assistance to Class Counsel and the Class in this case, including providing factual

1 background for the Class Complaint; speaking with other potential class members about his
2 experiences working for Defendants; reviewing the Complaint and FAC; providing documents
3 about Defendant's compensation plan; participating in phone calls as well as in-person meetings to
4 discuss litigation and settlement strategy; participating in an all-day mediation, and reviewing the
5 settlement documents. Treglio Decl. ¶ 20. Plaintiff agreed to participate in this case with no
6 guarantee of personal benefit. *Id.*

7 Further, Plaintiff agreed to undertake the financial risk as Class Representative and exposed
8 himself to the risk of negative publicity by anyone who opposed this case. Plaintiff also entered
9 into a general release, which is broader than the release by the Class Members. *Id.*

10 **V. CONCLUSION**

11 For the foregoing reasons, Plaintiff hereby respectfully requests that the Court finally
12 approve the Settlement in the form of the Proposed Order Granting Final Approval of Class Action
13 Settlement submitted herewith, including the Gross Settlement Amount, the proposed attorneys'
14 fees, costs, settlement administration fee, and the Class Representative Payment.

15
16 Respectfully Submitted,
17 POTTER HANDY LLP
18

19 Date: November 15, 2023

By: /s/ James M. Treglio
James M. Treglio, Esq.
Attorney for Plaintiff and the Class