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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

MARITZA TORRES, ANNETTE OLVERA
NUNEZ, individually, and on
behalf of other members of the general public
similarly situated; JESSICA SALGADO,
individually and on behalf of other members of
the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiffs,

vs.

CLINICA SIERRA VISTA, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: BCV-19-101966

Honorable Bernard C. Barmann
Department H
1215 Truxton Ave. Bakersfield, CA 93301

CLASS ACTION

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

[Declaration of Class Counsel
(Helene Mayer); Declarations of Class
Representatives (Maritza Torres, Annette
Olvera Nunez, and Jessica Salgado);
Declaration of Settlement Administrator
(Lindsay Romo of Simpluris, Inc.); and
[Proposed] Final Approval Order and
Judgment filed concurrently herewith]

Date: April 14, 2025
Time: 8:30 a.m.
Department: H

Complaint Filed: July 16, 2019
FAC Filed: January 21, 2020
SAC Filed: February 20, 2022
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on April 14, 2025 at 8:30 a.m., in Department H of the
2 above-entitled Court, located at 1215 Truxton Ave, Bakersfield, California 93301, Plaintiffs
3 Maritza Torres, Annette Olvera Nunez, and Jessica Salgado (collectively, “Plaintiffs”) will and
4 hereby do move for an order granting final approval of:

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

- 8 • A Net Settlement Amount of approximately **\$1,983,425.46** will be fully distributed to
9 the Class Members who did not submit a valid and timely Request for Exclusion
10 (“Settlement Class Members”);
11 • **No objections and 1 (one) Request for Exclusion** have been submitted to the
12 Settlement Administrator, Simpluris, Inc. (“Settlement Administrator”)¹;

13 2. Payment in the amount of **\$1,520,000.00** to Lawyers for Justice, PC (“Class
14 Counsel”), representing 38% of the Total Settlement Amount, for attorneys’ fees, which is
15 reasonable and justified on a percentage-basis and also based on a lodestar cross-check with a
16 multiplier of 2.06;

17 3. Payment in the amount of **\$28,074.54** to Class Counsel for reimbursement of
18 litigation costs and expenses;

19 4. Payment in the amount of **\$21,000.00** to the Settlement Administrator, Simpluris,
20 Inc. (“Simpluris”), for Settlement Administration Costs; and

21 5. Payment in the amount of **\$7,500.00 each** to Plaintiffs Maritza Torres, Annette
22 Olvera Nunez, and Jessica Salgado, as Enhancement Payments, for their time and effort in
23 representing the Class.

24 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
25 California Labor Code section 2698, *et seq.*, (“PAGA”) in the amount of \$425,000.00, of which
26

27 ¹ On March 3, 2025, the Parties filed a Joint Stipulation to Accept Prior Individual Settlement Agreements as Valid
28 Requests for Exclusion From Settlement Class (“Stipulation”). Per the Stipulation, is anticipated that five (5)
individuals will be excluded from the Class Settlement due to their individual settlement agreements previously
negotiated through separate counsel.

75%, or **\$318,750.00**, will be paid to the California Labor and Workforce Development Agency (“LWDA”) (“LWDA Payment”) and 25%, or **\$106,250.00**, will be distributed to all current and former hourly-paid or non-exempt employees of Defendant in California who worked at any time during the PAGA Period (“PAGA Employees”) (“PAGA Employee Amount”).

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

This motion is based upon the following Memorandum of Points and Authorities; the Declarations of Class Counsel (Helene Mayer), Class Representatives (Maritza Torres, Annette Olvera Nunez, and Jessica Salgado) and Settlement Administrator (Lindsay Romo of Simpluris) in support thereof; the pleadings and other records on file with the Court in this matter; and such evidence and oral argument as may be presented at the hearing on this Motion.

Dated March 12, 2025

LAWYERS for JUSTICE, PC

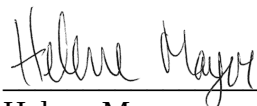
By: 
Helene Mayer
Attorneys for Plaintiffs and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Maritza Torres, Annette Olvera Nunez, and Jessica Salgado (collectively, “Plaintiffs”) seek final approval of: (1) the Total Settlement Amount of \$4,000,000.00; (2) attorneys’ fees in the amount of \$1,520,000.00, which is 38% of the Total Settlement Amount, and reimbursement of litigation costs and expenses in the amount of \$28,074.54 (“Attorneys’ Fees and Costs”) to Lawyers for Justice, PC (“Class Counsel”); (3) Settlement Administration Costs in the amount of \$21,000.00 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”); (4) Enhancement Payments in the amount of \$7,500.00 each, for a total of \$22,500.00 to Plaintiffs; and (5) allocation of \$425,000.00 for penalties under PAGA (“PAGA Amount”).²

Plaintiffs seek relief on behalf of the following Class:

All current and former hourly-paid or non-exempt employees of Defendant in California who worked at any time from July 16, 2015 to June 27, 2024 (“Class” or “Class Members”).³

This matter involved extensive ongoing investigations, formal and informal discovery, review and analysis of information, documents, and data in the course of litigation and in connection with mediation conducted by Jeffrey Krivis, Esq., and extensive settlement negotiations. This matter has required 868.20 hours of attorney time by Class Counsel. As will be demonstrated herein, the request for attorneys’ fees, which represents 38% of the Total Settlement Amount, is fully supported by the use of the percentage-fee method. Courts have historically awarded fees of up to 50% of the recovery. The requested attorneys’ fees are also supported under the lodestar cross-check method.⁴

Plaintiffs move for final approval of the Enhancement Payments in the amount of \$7,500.00 each, for a total of \$22,500.00, to compensate Plaintiffs for the time and effort that

² Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”), ¶¶ 9.a, 9.n, 9.w, 9.jj, and 9.ll.

³ *Id.*, ¶¶ 9.d and 9.f.

⁴ Applying a reasonable rate of \$850 to 868.20 hours of work performed by Lawyers for Justice, PC, the base lodestar fees are \$737,970.00. Applying a multiplier of 2.06, the total enhanced lodestar fees are \$1,520,218.20, and Class Counsel seeks an attorneys’ fees award of \$1,520,000.00 (equal to 38% of the Total Settlement Amount).

1 they expended spearheading this lawsuit on behalf of the Class and the State of California.
2 Plaintiffs also move for final approval of the payment to the Settlement Administrator in the
3 amount of \$21,000.00 for Settlement Administration Costs. Plaintiffs also move for final
4 approval of the allocation of \$425,000.00 for the PAGA Amount, of which \$318,750.00 will be
5 paid to the LWDA for its portion of the PAGA Amount, and \$106,250.00 will be distributed to
6 all current and former hourly-paid or non-exempt employees of Defendant in California who
7 worked at any time during the PAGA Period (“PAGA Employees”).

8 The requests for Attorneys’ Fees and Costs, Enhancement Payments, Settlement
9 Administration Costs, and allocation for the PAGA Amount were fully disclosed in the Notice of
10 Proposed Settlement of Class Action (“Class Notice”) that was mailed to the Class Members.
11 Most importantly, as of the date of this Motion, *not a single Class Member has objected to any*
12 *aspect of the Settlement, including the requested Attorneys’ Fees and Costs, Enhancement*
13 *Payments, Settlement Administration Costs, or allocation for PAGA Amount.*

14 The Settlement is fair, adequate, and reasonable, and is the product of arm’s-length,
15 good-faith negotiations by experienced counsel presided over by a highly-regarded mediator who
16 is experienced in mediating wage-and-hour class action lawsuits. Accordingly, the Court should
17 grant final approval of the Settlement, and award Attorneys’ Fees and Costs, Enhancement
18 Payments, Settlement Administration Costs, and allocation for the PAGA Amount in the
19 amounts as fully disclosed to the Class and as requested herein.

20 In order to efficiently present the Court with adequate information to determine whether
21 to grant final approval of the Settlement and award Attorneys’ Fees and Costs, Enhancement
22 Payments, Settlement Administration Costs, and allocation for PAGA Amount, Plaintiffs also
23 move for an order permitting the filing of this single consolidated memorandum, although it
24 exceeds the page limit established by California Rules of Court, Rule 3.1113(d), instead of filing
25 several separate motions.

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

2 Defendant Clinica Sierra Vista is a healthcare organization providing medical, dental,
3 and behavioral health services in Kern and Fresno counties. Plaintiffs are former employees of
4 Defendant.

5 On July 16, 2019, Plaintiff Torres filed her Class Action Complaint for Damages entitled
6 *Torres v. Clinica Sierra Vista* in the Superior Court of California for the County of Kern, Case
7 No. BCV-19-101966 (“Action”). On January 21, 2020, Plaintiff Torres filed her First Amended
8 Complaint to add additional factual details.

9 On August 27, 2019, Plaintiff Torres propounded multiple sets of discovery including
10 Requests for Production of Documents, (Sets One & Two); Special Interrogatories, (Sets One,
11 Two, & Three); and Form Interrogatories, (Set One), on Defendant and noticed the deposition
12 of Defendant's person most knowledgeable regarding job duties and organizational structure of
13 Defendant. Thereafter, on September 30, 2019, Defendant responded to Plaintiffs’ discovery
14 requests. The Parties then engaged in the *Belaire-West* Notice process. On June 24, 2020,
15 Defendant provided supplemental responses.

16 On March 2, 2020, Defendant propounded multiple sets of discovery including Requests
17 for Production of Documents, (Set One); Special Interrogatories, (Set One); Form
18 Interrogatories – Employment Law, (Set One); and Form Interrogatories, (Set One), on Plaintiff
19 Torres. Thereafter, on May 4, 2020, Plaintiff Torres responded to Defendant’s discovery
20 requests.

21 On July 16, 2021, Plaintiff Salcedo provided notice by electronic upload to the LWDA
22 and written notice by certified mail to Defendant of her intent to pursue civil penalties under
23 PAGA for Defendant’s alleged violations of the California Labor Code (“PAGA Notice”),
24 thereby initiating LWDA Case No. LWDA-CM-838328-21.

25 On August 4, 2021, Plaintiff Salcedo filed her Class Action Complaint for Damages
26 entitled *Salcedo v. Clinica Sierra Vista* in the Superior Court of California for the County of
27 Kern, Case No. BCV-21-101800. (“*Salcedo* Class Action”). On September 21, 2021, Plaintiff
28 Salcedo filed her Complaint for Enforcement Under The Private Attorneys General Act

1 California Labor Code § 2698, Et Seq. entitled *Salcedo v. Clinica Sierra Vista* in the Superior
2 Court of California for the County of Kern, Case No. BCV-21-102231. (“*Salcedo* PAGA
3 Action”).

4 By Stipulation of the Parties, on February 10, 2022, Plaintiff Torres filed her Second
5 Amended Complaint (“Operative Complaint”) to consolidate the Salcedo Class Action, Salcedo
6 PAGA Action, and Action (collectively referred to as the “Actions”). The Operative Complaint
7 adds Plaintiff Nunez as a class representative, Plaintiff Salcedo as a class and PAGA
8 representative, and adds a claim for violations of California Labor Code § 2698, et seq.
9 (California Labor Code Private Attorneys General Act of 2004).

10 Plaintiffs’ core allegation is that Defendant has violated the California Labor Code by
11 engaging in a uniform practice and procedure, with respect to Plaintiffs and the Class Members,
12 of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal
13 and rest periods and associated premium pay, failing to timely pay wages during employment
14 and upon termination of employment, failing to provide compliant wage statements, failing to
15 maintain requisite payroll records, and failing to reimburse necessary business expenses, and
16 thereby engaged in unfair business practices in violation of California Business and Professions
17 Code section 17200, *et seq.* and conduct that gives rise to penalties pursuant to PAGA.
18 Plaintiffs contend that they, and the Class Members, are entitled to, *inter alia*, unpaid wages,
19 penalties (including and not limited to, penalties pursuant to PAGA), and attorneys’ fees.

20 Defendant has denied, and continues to deny, any liability and wrongdoing of any kind
21 associated with any of the allegations in the Action, and further denies that the Action is
22 appropriate for class treatment or representative adjudication for any purpose other than for
23 settlement purposes only.

24 The Parties have actively litigated the Action since it was commenced on July 19, 2019.
25 On August 21, 2023, the Parties participated in a formal, full-day mediation conducted by Jeffrey
26 Krivis, Esq., a well-regarded mediator experienced in mediating complex labor and
27 employment matters. Class Counsel prepared extensively for mediation, including engaging in
28 extensive informal discovery involving review and analysis of over 50,000 pages of documents

and data produced by Defendant. Class Counsel also interviewed and prepared declarations for dozens of putative class members. Unfortunately, the mediation session was not successful. However, the Parties continued to litigate the matter and engaged in negotiations with the mediator and directly between the Parties. With the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety on or about February 2024 which ultimately resulted in the long form settlement agreement fully executed on or about July 12, 2024.

On October 9, 2024, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval") and supporting documents. On November 7, 2024, the Court entered an Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the terms of the Settlement, the Class Notice, and the proposed administration procedures and associated deadlines.

Plaintiffs now move for final approval of the Settlement, Attorneys' Fees and Costs, Enhancement Payments, Settlement Administration Costs, and allocation for PAGA Amount.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement Agreement, Defendant has agreed to pay a Total Settlement Amount (\$4,000,000.00).⁵ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Total Settlement Amount: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in the amount of \$1,520,000.00 and reimbursement of litigation costs and expenses in the amount of \$28,074.54 to Class Counsel; (2) Enhancement Payments in the amount of \$7,500.00 to each of the three Plaintiffs, for a total of \$22,500.00; (3) Settlement Administration Costs in the amount of \$21,000.00 to Simpluris; and (4) the amount of \$425,000.00 allocated to penalties under PAGA, of which 75% (i.e., \$318,750.00) will be distributed to the LWDA and 25% (i.e., \$106,250.00) will be distributed to PAGA Employees.⁶ The Net Settlement Amount, which is estimated to be

⁵ Settlement Agreement, ¶ 9.ll.

⁶ *Id.*, ¶ 9.u.

\$1,983,425.46, will be distributed in accordance with the Settlement Agreement.

The Settlement Administrator will calculate each Settlement Class Member's *pro rata* share of the Net Settlement Amount ("Individual Settlement Share"), as follows: the Settlement Administrator will divide the Net Settlement Amount by the total number of Workweeks of all Settlement Class Members during the Class Period to yield the "Final Workweek Value," and multiply each Workweek Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.⁷

Class Members had 45 calendar days after the initial mailing of the Class Notice to submit a Request for Exclusion, Objection, and/or Workweeks Dispute, ("Response Deadline").⁸ The Response Deadline was January 27, 2025 and the re-mailed Class Notices extended deadline was February 11, 2025.⁹ As of this date, the Settlement Administrator has received one (1) written request for exclusion from the Settlement ("Requests for Exclusion"), zero (0) written objections to the Settlement from Class Members ("Objection"), and one (1) dispute regarding Workweeks ("Workweeks Disputes"), which was denied because the Class Member's additional time worked was as an exempt employee, which is not covered under the Settlement.¹⁰

Each Settlement Class Member's Individual Settlement Share will be allocated as follows: 10% as wages, which will be reported on an IRS Form W-2; and the remaining 90% as penalties, interest, and other non-wage damages, which will be reported on an IRS Form 1099.¹¹ Any employee contributions and deductions required by any and all applicable federal, state, and local tax regulations or withholding orders shall be paid from/deducted from the Settlement Class Member's Individual Settlement Share.¹² The Settlement Administrator shall calculate the employer's share of payroll taxes and withholdings on those portions of the Individual Settlement Shares to Class Members that are allocated to wages and Defendant shall pay those amounts in addition to the Total Settlement Amount.¹³

⁷ Settlement Agreement, ¶ 17.b.

⁸ *Id.*, ¶ 9.hh.

⁹ Simpluris Decl., ¶ 11.

¹⁰ *Id.*, ¶¶ 12-14.

¹¹ Settlement Agreement, ¶ 28.

¹² *Ibid.*

¹³ *Id.*, ¶¶ 9.m and 30.

Any check that is not negotiated within 180 calendar days from the date of mailing to a Class Member, or that is undeliverable following unsuccessful efforts shall be cancelled and funds associated with the cancelled checks will be transmitted to Court Appointed Special Advocates (“CASA”) of Kern County.¹⁴

IV. THE SETTLEMENT ADMINISTRATION PROCESS

The Court-appointed Settlement Administrator, Simpluris, has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Court’s November 7, 2024 Preliminary Approval Order.

On or about November 15, 2024, Simpluris received the Court-approved Class Notice.¹⁵

On or about November 27, 2024, Simpluris received a mailing list from Defendant’s counsel that contained each Class Member’s last-known full name, mailing address, telephone number, Social Security Number, dates paid as an hourly-paid or non-exempt employee of Defendant in California during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks (collectively, “Class List”).¹⁶

The Class List contained information for 3,170 individuals identified as Class Members.¹⁷ Simpluris processed the names and addresses through the National Change of Address Database (“NCOA”) and located 233 updated addresses using NCOA prior to the mailing of the Class Notice.¹⁸

On December 13, 2024, Simpluris mailed the Class Notice via First Class Mail in English and Spanish to 3,170 individuals identified as Class Members in the Class List, of which 2,168 were identified as PAGA Employees.¹⁹

A total of 188 Class Notices were returned to Simpluris.²⁰ If a Class Member’s Class Notice was returned by the USPS as undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e., skip trace) on all of these addresses by using

¹⁴ Settlement Agreement, ¶ 23.c.

¹⁵ Simpluris Decl., ¶ 5.

¹⁶ *Id.*, ¶ 6.

¹⁷ *Ibid.*

¹⁸ *Id.*, ¶ 7.

¹⁹ *Id.*, ¶ 8.

²⁰ *Id.*, ¶ 9.

1 Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member's
2 name and previous address to locate a current address.²¹ Through the advanced address searches,
3 Simpluris was able to locate 157 updated addresses and Simpluris promptly mailed a Class
4 Notice to those updated addresses.²² Ultimately, 35 Class Notices remain undeliverable.²³

5 The Settlement Administrator has received zero (0) Objections, one (1) Request for
6 Exclusion, and one (1) Workweeks Dispute, which was denied because the Class Member's
7 additional time worked was as an exempt employee, which is not covered under the Settlement,
8 from Class Members.²⁴

9 Per Parties' Joint Stipulation to Accept Prior Individual Settlement Agreements as Valid
10 Requests for Exclusion From Settlement Class ("Stipulation") filed with the Court on March 3,
11 2025, it is anticipated that five (5) individuals will be excluded from the Class Settled based on
12 their individual settlement agreements previously negotiated through separate counsel.²⁵

13 To date and excluding the five (5) individuals that are subject to the Stipulation, there are
14 3,165 Class Members who did not submit a timely and valid Request for Exclusion, and are
15 therefore, deemed to be Settlement Class Members.²⁶ Pursuant to the terms of the Settlement, the
16 Net Settlement Amount of approximately \$1,983,425.46 will be distributed to Settlement Class
17 Members in accordance with the terms of the Settlement.²⁷ The highest Individual Settlement
18 Share is currently estimated to be at least \$2,334.95 and the average Individual Settlement Share
19 is currently estimated to be at least \$626.67.²⁸ The highest Individual PAGA Payment is currently
20 estimated to be at least \$88.19 and the average Individual PAGA Payment is currently estimated
21 to be at least \$43.16.²⁹

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23 ///

24 ²¹ Simpluris Decl., ¶ 9.

25 ²² Ibid

26 ²³ Ibid.

27 ²⁴ *Id.*, ¶¶ 12-14.

28 ²⁵ *Id.*, ¶ 15.

29 ²⁶ *Id.*, ¶ 16.

²⁷ *Id.*, ¶ 17.

²⁸ *Id.*, ¶ 18.

²⁹ *Id.*, ¶ 20.

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

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

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

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

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba, supra*, 91 Cal.App.4th at 245. At the final approval stage, a presumption of fairness exists where, as here: "(1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk, supra*, 48 Cal.App.4th at 1802. In reviewing a class settlement, the court need not reach any ultimate conclusions on the issues of fact and law that underlie the merits of the dispute. *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146. The inquiry is not whether the settlement agreement is the best one that class members could have possibly obtained, but whether the settlement, taken as a whole, is "fair, adequate, and reasonable." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55. A settlement need not obtain 100 percent of the damages sought in order to be fair, reasonable, and ultimately, meaningful. *Wershba, supra*, 91 Cal.App.4th at 251. Even if the proposed settlement affords relief that is substantially narrower than it would be if the case were to be successfully litigated,

that is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding prolonged litigation. *Id.*

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

The Parties actively litigated the case since it was commenced on July 16, 2019. Counsel for the Parties used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and also to prepare the matter for class certification and trial.³⁰ The parties conducted extensive formal and informal discovery and investigation into the facts of the case, engaged in the Belaire-West Notice process, conducted additional formal, and also conducted significant informal exchange of information, documents, and data in preparation for mediation (producing over 50,000 pages of documents and data in total).³¹ Class Counsel analyzed information, documents, and data obtained from Defendant, Plaintiff, and other sources.³² Class Counsel propounded multiple sets of formal written discovery requests on Defendant, reviewed Defendant's responses and supplemental responses thereto, noticed the depositions of Defendant's Person Most Knowledgeable designees regarding organizational structure and job duties, and worked with Plaintiff Torres to provide responses to multiple sets of discovery requests that were propounded by Defendant.³³ The information, documents, and data reviewed and analyzed by Class Counsel included, and were not limited to Plaintiffs' employment records, employment records of dozens of other putative class members represented by Class Counsel, a detailed sampling of Class Members' time and pay data, Defendant's Employee Handbook, job descriptions, new hire and training documents and checklists, time sheets, pay stubs, earning statements, company policy acknowledgements, Defendant's operations and employment practices, and policies, among other information and documents.³⁴ Class Counsel had the opportunity to interview Plaintiffs and other Class Members to gather facts and to identify

³⁰ Mayer Decl., ¶ 6.

³¹ *Ibid.*

³² *Ibid.*

³³ *Ibid.*

³⁴ *Ibid.*

1 potential witnesses. Class Counsel researched applicable law, developed damages, penalties, and
2 valuation models in preparation for mediation, and met and conferred with Defendant's counsel
3 on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and
4 production of documents and data in the course of litigation and in connection to mediation and
5 settlement negotiations.³⁵

6 After conducting formal and informal discovery and investigation into the facts of the
7 case, the parties participated in a formal, full-day mediation conducted by Jeffrey Krivis, Esq., a
8 well-regarded mediator experienced in mediating complex labor and employment matters.³⁶ In
9 the course of litigation and in connection with mediation and settlement discussions, the parties
10 exchanged additional information and data, and discussed various aspects of the case, including
11 and not limited to, the risks and delays of further litigation, the risks and expenses to the parties
12 of proceeding with class certification and trial, the law relating to class certification,
13 representative adjudication, manageability, off-the-clock theory, meal and rest periods, and
14 representative PAGA claims, wage-and-hour law and enforcement, the evidence produced and
15 analyzed, and the possibility of appeals, among other things.³⁷ Class Counsel also interviewed
16 and prepared declarations for dozens of putative class members. During all settlement
17 discussions, the parties conducted their negotiations at arm's length in an adversarial position.³⁸
18 Arriving at a settlement that was acceptable to the parties was not easy.³⁹ Defendant and its
19 counsel felt very strongly about Defendant's ability to prevail on the merits and to obtain a denial
20 of class certification, while Plaintiffs and Class Counsel believed that class certification would be
21 obtained and Plaintiffs would prevail at trial.⁴⁰ After conducting formal and informal discovery
22 and investigations, extensive settlement negotiations, and with the aid of the mediator's
23 evaluation, the parties agreed that the matter was well-suited for settlement given the legal issues
24
25

26 ³⁵ Mayer Decl., ¶ 6.

27 ³⁶ *Id.*, ¶ 8.

28 ³⁷ *Ibid.*

³⁸ *Ibid.*

³⁹ *Ibid.*

⁴⁰ *Ibid.*

relating to Plaintiffs' principal claims, as well as the costs and risks to the parties that would attend further litigation.⁴¹

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals. Class Counsel also reviewed and analyzed documents obtained from Defendant, Plaintiffs, and other sources, and performed significant research into the applicable law, which is constantly evolving as it relates to class certification, manageability, off-the-clock theory, meal and rest periods, and representative PAGA claims, wage-and-hour law and enforcement, Plaintiffs' claims and damages, and Defendant's defenses, as well as facts discovered.⁴² The Settlement was based on this large volume of facts, evidence, and investigation.⁴³ Additionally, Class Counsel has extensive experience in handling complex wage-and-hour matters, including significant experience in employment class and representative action litigation.⁴⁴

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

The Settlement, which provides for a Total Settlement Amount of \$4,000,000.00, represents a fair, adequate, and reasonable resolution of the case, given the risks inherent in litigating class claims through certification proceedings, trial, and/or appeals.⁴⁵ The Settlement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information in the context of mediation and settlement negotiations.⁴⁶ Had the action not settled, Defendant would have vigorously challenged class certification, manageability of representative adjudication, and liability. Defendant contended that individualized questions of fact predominate over any common issues, and these issues would pose challenges to certification. Defendant would have likely argued again at trial, if any, that Plaintiffs' claims were not appropriate for class-wide adjudication. On

⁴¹ Mayer Decl., ¶ 8.

⁴² *Id.*, ¶ 6.

⁴³ *Id.*, ¶¶ 6 & 8.

⁴⁴ *Id.*, ¶¶ 13-17.

⁴⁵ *Id.*, ¶¶ 8 & 20.

⁴⁶ *Id.*, ¶¶ 5-8.

the other hand, Defendant also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiffs' claims on a class-wide basis. Additionally, preparation for trial would have been expensive for all parties.

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

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

C. The Settlement Is Fair, Reasonable, and Adequate

The Settlement, which provides for a Total Settlement Amount of \$4,000,000.00, represents a fair, reasonable, and adequate resolution of the case. The Settlement was calculated

1 using information and data uncovered through extensive case investigation, formal and informal
2 discovery, and the exchange of information in the context of mediation and settlement
3 negotiations. The Settlement takes into account the potential risks and rewards inherent in any
4 case and, in particular, in this matter. Moreover, considering all of the facts in the case, the Total
5 Settlement Amount represents a considerable recovery.

6 Even after deducting attorneys' fees in the amount of \$1,520,000.00, litigation costs and
7 expenses in the amount of \$28,074.54, Enhancement Payments in the amount of \$7,500.00 each,
8 or \$22,500.00 total, Settlement Administration Costs in the amount of \$21,000.00, and the
9 PAGA Amount of \$425,000.00 from the Total Settlement Amount of \$4,000,000.00, the Net
10 Settlement Amount is currently estimated to be \$1,983,425.46.⁴⁷ Under the Settlement
11 Agreement, the Total Settlement Amount will be fully paid out, in accordance with the terms of
12 the Settlement. As discussed in Section III, *supra*, each Settlement Class Member will be paid a
13 *pro rata* share of the Net Settlement Amount, based on the number of Workweeks during the
14 Class Period credited to him or her. To date, there are 3,165 Settlement Class Members,
15 representing 99.8% of the Class Members.⁴⁸ The highest Individual Settlement Share to a
16 Settlement Class Member is currently estimated to be at least \$2,334.95 and the average
17 Individual Settlement Share is currently estimated to be at least \$626.67.⁴⁹ The highest
18 Individual PAGA Payment is currently estimated to be at least \$88.19 and the average Individual
19 PAGA Payment is currently estimated to be at least \$43.16.⁵⁰ These are significant individual
20 recoveries, particularly in light of the risks of litigation.

21 At the final approval stage, "[a]n allocation formula need only have a reasonable, rational
22 basis [to warrant approval], particularly if recommended by experienced and competent class
23 counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001)
24 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to
25 distribute the Net Settlement Amount. In light of the above considerations, Class Counsel
26

27 ⁴⁷ Simpluris Decl., ¶ 17.

28 ⁴⁸ *Id.*, ¶ 16.

⁴⁹ *Id.*, ¶ 18.

⁵⁰ *Id.*, ¶ 20.

believes that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members.⁵¹ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, has experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

D. The Class Was Represented by Competent Counsel

Class Counsel has extensive experience in employment class and representative action law and complex wage-and-hour litigation.⁵² Lawyers for Justice, PC has been appointed class counsel in numerous complex wage-and-hour cases, and has recovered millions of dollars for individuals in California.⁵³ Both parties' counsel were capable of assessing the strengths and weaknesses of the Class Members' claims against Defendant and the benefits of the Settlement under the circumstances of the case and in the context of a private, consensual settlement agreement.

E. There Are No Objections to the Settlement

The Settlement has been well received by the Class – *to date, not a single Class Member objected to the Settlement*.⁵⁴ Specifically, no objections have been made as to the Total Settlement Amount or requested Attorneys' Fees and Costs, Enhancement Payments, Settlement Administration Costs, or the allocation for PAGA Amount. California courts have consistently found that a small number of objectors indicates the class's support for a settlement and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

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⁵¹ Mayer Decl., ¶ 20.

⁵² *Id.*, ¶¶ 13-17.

⁵³ *Ibid.*

⁵⁴ Simpluris Decl., ¶ 13.

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

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

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

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

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

“The ultimate goal . . . is the award of a ‘reasonable’ fee to compensate counsel for their efforts, irrespective of the method of calculation.” *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court*, *supra*, 126 Cal.App.4th at 1270). It is not an abuse of discretion to choose one method over another as long as the method chosen is applied consistently using percentage figures and/or rates that accurately reflect the marketplace. In cases where class members present claims against a settlement amount and the settlement agreement provides that the defendant agrees to paying the attorneys a percentage of the same, use of that percentage method is appropriate. *Lealao*, *supra*, 82 Cal.App.4th at 32.

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

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

California and federal courts have long recognized that an appropriate method for determining the award of attorneys’ fees is based on a percentage of the total value of benefits made available to class members by the settlement. *Laffitte*, 1 Cal.5th at 503; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Gaulty* (9th Cir. 1989) 886 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34.⁵⁵ The purpose of this equitable doctrine is to spread litigation

⁵⁵ The California Supreme Court has urged trial courts to consider class action federal authority. *Green v. Obledo* (1981) 29 Cal.3d 126, 146; *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone. See *Vincent*, *supra*, 557 F.2d at 769.

When a litigant’s efforts result in a settlement from which others may derive benefits, the litigant may require the passive beneficiaries to compensate those whose efforts brought about the settlement. See, R. Pearle, *California Attorney Fee Awards* (CEB, 1993) § 7A, p. 5-7 (permitting attorneys’ fees and costs to be paid out of the settlement or directly on behalf of the other parties enjoying the benefit of the settlement). Both state and federal courts have embraced this doctrine. See *Serrano*, *supra*, 20 Cal.3d at 35; *Crampton v. Takegoshi* (1993) 17 Cal.App.4th 308, 317; *Vincent*, *supra*, 557 F.2d at 769.

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

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

When the case was originally filed, not only was it inescapably contingent, but the prospect of a long, drawn-out battle with a defendant represented by experienced counsel, was almost a certainty. By taking on this “battle” on a contingency basis, Class Counsel risked substantial economic loss if the results were not successful. This substantial risk is the reason

that the courts approve the use of the percentage method when a settlement is obtained by the efforts of class counsel. See *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49 (discussing the risks of engaging in litigation without certainty of compensation).

Under the terms of the Settlement Agreement, Defendant will pay a Total Settlement Amount of \$4,000,000.00. The requested attorneys' fees are 38% of the Total Settlement Amount. In light of Class Counsel's successful prosecution and resolution of the case, the requested attorneys' fees are appropriate and reasonable.

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

The percentage method is consistent with, and is intended to mirror, the practice in the private marketplace where contingent-fee attorneys typically negotiate percentage-fee arrangements with their clients. A named plaintiff's agreement to pay a contingent fee is powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel's work to the class is to review the consideration agreed to be paid by the named plaintiff. If the named plaintiff has employed counsel on a contingency-fee basis, it would indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement without incurring the risks of bringing the claim, to pay less than the named plaintiff. In this case, Plaintiffs have agreed to a contingency fee of at least 38% of the recovery.⁵⁶

Furthermore, a percentage-fee award is not dependent on a determination of the actual amount claimed by those entitled—it is the creation of the settlement that is the crucial fact. In *Winslow v. Harold G. Ferguson Corp.*, the California Supreme Court expressly held that “it is equitable that [the attorney's] compensation and expenses should come from the entire fund

⁵⁶ Mayer Decl., ¶ 9.

1 saved for all classes concerned before it is distributed.” *Winslow v. Harold G. Ferguson Corp.*
2 (1944) 25 Cal.2d 274, 284. Likewise, *Lealao* expressly held that a percentage-based fee “may be
3 calculated on the basis of the total fund made available rather than the actual payments made to
4 the class.” *Lealao, supra*, 82 Cal.App.4th at 51; *see also Boeing, supra*, 444 U.S. at 478 (“a
5 litigant or a lawyer who recovers” a settlement “for the benefit of persons other than himself or
6 her client is entitled to a reasonable attorneys’ fee from the fund as a whole”).

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

12 Class Counsel has obtained a substantial recovery on behalf of Plaintiffs and the Class,
13 and the results achieved justify an attorneys’ fees award that is the equivalent of the standard
14 market fee and that is consistent with the contingency-fee agreement entered into by and between
15 Plaintiffs and Class Counsel. Thus, the requested attorneys’ fees are appropriate.

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

18 In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors
19 to be considered in determining whether fee awards are reasonable: (1) the time and labor
20 required; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform
21 the legal services properly; (4) the preclusion of other employment by the attorney due to the
22 acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time
23 limitation imposed by the client or the circumstances; (8) the amount involved and results
24 obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the
25 case; (11) the nature and length of the professional relationship with the client; and (12) awards
26 in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d
27 768, 772.

28 ///

Each and every one of these factors favors the attorneys' fees sought here; however, some of the most relevant factors to this Court's fee determination will be addressed herein. The award of attorneys' fees in the amount of \$1,520,000.00 (which is 38% of the Total Settlement Amount) is commensurate with the time, effort, and expense dedicated to the case, the contingent nature of Class Counsel's fee and the risks taken in commencing the case, the skill and determination required, the results that Class Counsel has achieved, and the value of the settlement that Class Counsel has obtained for the Class Members.

1. Time & Labor

Class Counsel used its experience and skills, and dedicated the full extent of resources, to litigate and bring this matter to a successful conclusion on behalf of the Class and the State of California. Moreover, as demonstrated in the supporting declaration, Class Counsel has extensive experience in the handling of class actions and complex litigation matters.⁵⁷

As outlined in the Declaration of Helene Mayer, Class Counsel has fully and actively participated in litigation of this case.⁵⁸ Prior to commencing the lawsuit, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendant's business, and its operations and employment policies, practices, and procedures.⁵⁹ During the litigation of the action, Class Counsel reviewed and analyzed information, documents, and data obtained from Defendant, Plaintiffs, and other sources; and prepared liability, damages, and penalties valuation calculations.⁶⁰ Class Counsel propounded multiple sets of formal written discovery requests on Defendant, reviewed Defendant's responses and supplemental responses thereto, noticed the depositions of Defendant's Person Most Knowledgeable designees regarding organizational structure and job duties, and worked with Plaintiff Torres to provide responses to multiple sets of discovery requests that were propounded by Defendant.⁶¹ Class Counsel also met and conferred with Defendant's counsel over the issues relating to pleadings, formal and informal discovery, and production of documents and data, among other things; engaged in

⁵⁷ Mayer Decl., ¶¶ 13-17.

⁵⁸ *Id.*, Exh. A.

⁵⁹ *Id.*, ¶ 6 & Exh. A.

⁶⁰ *Id.*, ¶ 7.

⁶¹ *Ibid.*

extensive settlement negotiations with Defendant’s counsel; and prepared for and attended court proceedings, depositions, mediation, and settlement negotiations. Class Counsel also engaged in the *Belaire-West* Notice process, interviewed, prepared declarations for and analyzed records for dozens of putative class members, and in all analyzed over 50,000 pages of documents and data. Other work performed by Class Counsel included, and was not limited to, case strategy and analysis; drafting, reviewing, and revising pleadings, the mediation brief, and settlement approval motion papers; preparing and appearing for court proceedings, among other tasks.⁶²

Class Counsel has dedicated staffing and monetary resources necessary to prosecute this matter diligently and with maximum efficiency and has fully and actively participated in the litigation process. The Task and Time Chart, which is attached as “**EXHIBIT A**” to the accompanying Declaration of Helene Mayer, sets forth in detail the hours that Class Counsel has spent performing tasks on behalf of Plaintiffs and the Class.⁶³ The Task and Time Chart is thorough and comprehensive, and was prepared so that the Court can peruse it without having to set forth each and every task in the body of this Motion. The Court is respectfully referred to the chart, which sets forth the history of the work performed by Class Counsel, commencing with the pre-filing analysis and research, and continuing up to settlement and final approval. Class Counsel has spent 868.20 hours performing tasks and to obtain a significant recovery on behalf of Plaintiffs and the Class.⁶⁴ These hours were required to bring this matter to its successful conclusion. In light of the value of time expended and the carrying of costs involved in litigating this case, the requested attorneys’ fees are fair, adequate, and reasonable.

2. The Skill Required to Perform Legal Services Properly

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

⁶² Mayer Decl., ¶ 6.

⁶³ *Id.*, Exh. A.

⁶⁴ *Id.*, ¶11.

Class Counsel undertook significant investigation, analysis, and research prior to filing this case, during the litigation, and prior to mediation. Class Counsel took steps to prepare the matter for class certification and had every intention of taking the case to trial on a class-wide basis if Defendant did not offer an appropriate class-wide settlement. Despite all of the obstacles that had to be overcome, as demonstrated in the Declaration of Helene Mayer, Class Counsel used its extensive experience in the handling of class actions and complex wage-and-hour litigation matters in order to obtain the Settlement with maximum efficiency.⁶⁵

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

The Settlement represents an excellent resolution of the action, given the risks inherent in litigating the case through certification proceedings, trial, and/or appeals. Had the case not settled, Defendant would have vigorously challenged certifiability, manageability of representative adjudication, and liability. Defendant, however, faced risks if the Court certified a class and allowed a jury to decide the claims. Additionally, preparing the case for trial would have been expensive for the parties.

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

As a result of this litigation and extensive settlement negotiations, Defendant agreed to pay a Total Settlement Amount of \$4,000,000.00 to settle the matter. After deducting the Attorneys' Fees (\$1,520,000.00) and Costs (\$28,074.54), Enhancement Payments (\$22,500.00 total), Settlement Administration Costs (\$21,000.00), and PAGA Amount (\$425,000.00) from the Total Settlement Amount, it is currently estimated that the Net Settlement Amount is

⁶⁵ Mayer Decl., ¶¶ 13-17.

approximately \$1,983,425.46.⁶⁶ The Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement. The highest Individual Settlement Share is currently estimated to be at least \$2,334.95 and the average Individual Settlement Share is currently estimated to be at least \$626.67.⁶⁷ The highest Individual PAGA Payment is currently estimated to be at least \$88.19 and the average Individual PAGA Payment is currently estimated to be at least \$43.16.⁶⁸

4. *Whether the Fee Is Fixed or Contingent*

Plaintiffs entered into contingency fee agreements with Class Counsel, and the representation of the Class provided by Class Counsel has been wholly contingent. Class Counsel took on the case without knowing whether any recovery would be obtained. Class Counsel has invested 862.20 hours of time to obtain relief on behalf of Plaintiff, the Class, and the State of California.⁶⁹ Class Counsel has also incurred litigation costs and expenses in the amount of \$28,074.54.⁷⁰

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁷¹ Class Counsel is well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result.⁷² The skill and determination that Class Counsel has shown, along with the results obtained, justify the requested attorneys' fees. Considering the amounts requested, the work performed, and the risks incurred, the requested fees and costs are reasonable and should be awarded.

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

A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services she renders but for the loan of those services. A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of her work if she is paid only for the second of these functions. If

⁶⁶ Simpluris Decl., ¶ 17.

⁶⁷ *Id.*, ¶ 18.

⁶⁸ *Id.*, ¶ 20.

⁶⁹ Mayer Decl., ¶ 11, Exh. A.

⁷⁰ See Part VII, *infra*.

⁷¹ Mayer Decl., ¶ 18.

⁷² See *id.*, ¶¶ 13-17.

1 she is paid no more, competent counsel will be reluctant to accept fee award
2 cases.

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

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

9 The results achieved, in light of the difficulties inherent in similar cases and the specific
10 difficulties faced in this matter, are considerable. The Settlement has yielded a positive response
11 from the Class Members—to date, not a single Class Members objected to the Settlement.⁷³

12 The court in *Camden* noted that, “a key element of the common fund case is that fees are
13 [...] taken from the fund [...] and a common fund is itself the measure of success ... [and]
14 represents the benchmark on which a reasonable fee will be awarded.” *Camden*, 946 F. 2d 768,
15 fn. 28 (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force* (October 8,
16 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)).

17 Here, the results achieved and obtained on behalf of Plaintiffs, the Class, and the State of
18 California are reasonable in light of the risks inherent in further litigating this matter. Class
19 Counsel’s efforts have resulted in a settlement that provides for a Total Settlement Amount of
20 \$4,000,000.00.⁷⁴ The Total Settlement Amount will be fully paid out, in accordance with the
21 terms of the Settlement Agreement. The highest Individual Settlement Share is currently
22 estimated to be at least \$2,334.95 and the average Individual Settlement Share is currently
23 estimated to be at least \$626.67.⁷⁵ The highest Individual PAGA Payment is currently estimated
24 to be at least \$88.19 and the average Individual PAGA Payment is currently estimated to be at
25 least \$43.16.⁷⁶

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27 ⁷³ Simpluris Decl., ¶ 13.

28 ⁷⁴ Mayer Decl., ¶¶ 5-8.

⁷⁵ Simpluris Decl., ¶ 18.

⁷⁶ *Id.*, ¶ 20.

6. *The Reputation and Ability of the Attorneys*

Lawyers for Justice, PC is a recognized class action law firm that employed its attorneys' knowledge, skills, and experience in bringing this case to a successful conclusion. Class Counsel has years of complex and class action litigation experience, has recovered millions of dollars on behalf of thousands of individuals in California, and has successfully handled numerous significant wage-and-hour class action and complex cases.⁷⁷

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

While the percentage-of-the-benefit approach is endorsed as the better approximation of the workings of the marketplace than the lodestar approach, courts may also use the lodestar method to "cross-check" the results of the other. See *Laffitte, supra*, 1 Cal.5th at 505 (explaining that "[a] lodestar cross-check is simply a quantitative method for bringing a measure of the time spent by counsel into the trial court's reasonableness determination"); see also, e.g., *Vizcaino*, 290 F.3d at 1050 ("[W]hile the primary basis of the fee award remains the percentage method, the lodestar may provide a useful perspective on the reasonableness of a given percentage award."). Importantly, "the lodestar calculation . . . does not override the trial court's primary determination of the fee as a percentage" of the settlement amount and "does not impose an absolute maximum or minimum on the potential fee award." *Laffitte, supra*, 1 Cal.5th at 505.

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

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

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

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⁷⁷ Mayer Decl., ¶¶ 13-17.

As discussed above, the case was highly contested and required a significant amount of time and labor. Defendant made it clear very early on that it disputed all of the allegations of the case and disputed that the matter was appropriate for class treatment. Defendant raised affirmative defenses and denied liability, and the pursuit of this matter involved gathering and analyzing data not only from Defendant but also from the Class Members. The handling of the case involved a great amount of effort, and also required and involved the exercise of a high level of skill, which Class Counsel has as a result of its extensive experience in employment class and representative actions and complex wage-and-hour litigation. Long and difficult battles would have followed as the case moved toward certification and trial, including taking additional depositions of percipient witnesses, and experts, propounding additional discovery requests and conducting document production, and engaging in extensive motion practice. As Class Counsel geared up for these battles, Class Counsel undertook intense preparation in an attempt to resolve the entire matter through mediation.

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

As discussed above in Part VII.C.1, *infra*, attached to the Declaration of Helene Mayer is a task and time chart that sets forth in detail the numerous tasks that Class Counsel performed on behalf of Plaintiffs and the Class, and the time required for completing those tasks.⁷⁸ The chart demonstrates that Class Counsel has spent a total of 868.20 hours litigating the case and finalizing the Settlement.⁷⁹ In light of the facts and circumstances of the case, as well as the results that Class Counsel has achieved on behalf of Plaintiffs and the Class Members, Class Counsel has spent a reasonable number of hours on this matter. In addition, Class Counsel will

⁷⁸ Mayer Decl., Exh. A.

⁷⁹ *Id.*, ¶ 11.

continue to perform work on this matter through the date of final approval and in connection with the implementation of the Settlement.

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

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

Class Counsel has been actively involved in this case, prior to its commencement and all the way up to the present, and Class Counsel's dedication to providing representation in this matter has precluded other employment. Here, Class Counsel bore the risk that, despite all of its efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful in reaching a settlement of \$4,000,000.00.

As set forth in the Declaration of Helene Mayer, the professional backgrounds and experience of Class Counsel support a reasonable blended hourly rate of compensation of at least \$850 per hour for services provided by Class Counsel.⁸⁰ Lawyers for Justice, PC has been awarded attorneys' fees, compensating Lawyers for Justice, PC at the blended rate of at least \$850 for legal service performed, by courts of this state.⁸¹ While the circumstances of every case are unique, the fact remains that the work performed and efforts undertaken by Class Counsel on behalf of the Class Members, and the State of California justify the requested attorneys' fees.

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⁸⁰ Mayer Decl., ¶ 12.

⁸¹ *Ibid.*

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

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

7 Courts frequently apply multipliers to enhance the lodestar to reflect the risks involved,
8 the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at 1051; *Graham*
9 *v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579 (“One of the most common fee enhancers
10 [...] is for contingency risk.”). Such an enhancement “mirrors the established practice in the
11 private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a
12 premium over their normal hourly rates for winning contingency cases.” *Vizcaino*, 290 F.3d at
13 1051; *accord Ketchum*, 24 Cal.4th at 1132-33. A risk multiplier also serves to bring the financial
14 incentives for enforcing important rights “into line with incentives [attorneys] have to undertake
15 claims for which they are paid on a fee-for-services basis.” *Ketchum*, 24 Cal. 4th at 1132.

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

- 19 • The time and labor required
20 • The skill requisite to perform the legal services properly
21 • The preclusion of other employment by the attorney due to the acceptance of the case
22 • The contingent nature of the fee
23 • The amount involved and results obtained
24 • The experience, reputation, and ability of the attorney
25 • Awards in similar cases

26 *Ketchum* at 1134.

27 Adjustment of the base lodestar figure to compute an award of attorneys’ fees for a claim
28 under the California Labor Code is appropriate. See *Id.*, at 1135-1136; *Serrano v. Priest* (1977)

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

As discussed above, this was a highly-contested matter which required an extensive amount of time and labor. Defendant raised defenses and denied liability, and the case involved gathering and analyzing extensive information, documents, and data. The handling of this matter involved a great amount of effort, and required the exercise of a high-level of skill, which Class Counsel has as a result of extensive experience in employment class actions and wage-and-hour litigation. Class Counsel has been actively involved in the prosecution of this matter, prior to its commencement and Class Counsel’s work has continued all the way up to the present. Class Counsel’s dedication to providing representation in this matter has precluded other employment.

Most importantly, all services were performed by Class Counsel on a contingent basis. Both California and federal courts recognize that attorneys should be compensated for taking on such contingent risks and provided with financial incentives to enforce important rights and protections like those at issue in the matter at hand. See, e.g., *Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal. 4th at 1132-33. Here, Class Counsel bore the risk that, despite all of its efforts and the skill employed, there may be no recovery. Therefore, at a minimum, Class Counsel is entitled to a risk multiplier. The results obtained by way of Class Counsel’s efforts are significant here. Class Counsel was successful in achieving substantial results in the form of a settlement of \$4,000,000.00. Also, Class Counsel’s efforts throughout the case demonstrate dedication to the interests of the Class, State of California, and PAGA Employees.

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Class Counsel's application for attorneys' fees in light of the facts and circumstances surrounding the matter is well within the range of reasonableness. While handling this matter, Class Counsel devoted the hours in legal time summarized above and detailed in the Attorney Task and Time Chart, which is attached as EXHIBIT A to the Declaration of Helene Mayer.⁸² As indicated in the chart and Declaration of Helene Mayer, Class Counsel has worked 868.20 hours in the pursuit of this matter, and the base lodestar value for the services performed by Class Counsel is \$737,970.00. Applying a multiplier of 2.06, the total enhanced lodestar fees are \$1,520,218.20. Class Counsel seeks an attorneys' fee award of \$1,520,000.00 (equal to 38% of the Total Settlement Amount based on the Settlement Agreement). Far greater multipliers have been awarded in similar cases, and the total amount of fees sought by Class Counsel is also reasonable compared to fees awarded in similar cases. Courts routinely enhance lodestar amounts based on multipliers that "range from **2 to 4 or even higher.**" *Wershba, supra*, 91 Cal.App.4th at 255 (emphasis added); *see also, e.g., Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (approving **multiplier of 2.5**); *Vizcaino*, 290 F.3d at 1051 (approving **multiplier of 3.65**); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123 (approving **multiplier of 3.5**); *Craft v. County of San Bernardino* (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding **multiplier of 5.2** and referring to other cases with cross-check **multipliers ranging from 4.5 to 19.6**).

Therefore, application of a multiplier of 2.06 is warranted, and the lodestar as a cross-check to the percentage figure sought herein, strongly supports the reasonableness of the requested attorneys' fees award. Plaintiff respectfully requests that the Court grant final approval of, and award, attorneys' fees in the amount of \$1,520,000.00 to Class Counsel.

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

The Settlement provides for reimbursement of litigation costs and expenses of up to \$30,000.00. As set forth in the Declaration of Helene Mayer, Class Counsel seeks

⁸² Mayer Decl., Exh. B.

reimbursement of \$28,074.54, in litigation costs and expenses incurred in this matter.⁸³ This amount was reasonable and necessary in the prosecution of the case and to obtain the Settlement, and is less than the maximum amount allocated under the Settlement Agreement.⁸⁴ The cost savings of \$1,925.46 will be part of the Net Settlement Amount, which will be distributed to the Settlement Class Members in accordance with the Settlement.⁸⁵ Accordingly, Plaintiffs request that the Court award litigation costs and expenses in the amount of \$28,074.54 to Class Counsel.

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

As set forth in the accompanying Simpluris Declaration, the total costs incurred and to be incurred by Simpluris for the notice and settlement administration process are \$21,000.00.⁸⁶ The costs incurred and to be incurred include, but are not limited to, expenses for (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs, Class Counsel, Class Members, LWDA, and PAGA Employees; (d) translating, printing and mailing the Notice of Class Action Settlement to Class Members in English and Spanish; (e) receiving and validating Requests for Exclusion, Objections or Workweeks Disputes submitted by Class Members; (f) calculating employer payroll taxes and providing appropriate forms and calculations to Defendant; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.⁸⁷

Accordingly, the Court should grant final approval of payment to Simpluris, a necessary third-party for handling of the notice and settlement process, in the amount of \$21,000.00.

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⁸³ Mayer Decl., ¶ 18 & Exh. B.

⁸⁴ Ibid.

⁸⁵ Ibid.

⁸⁶ Simpluris Decl., ¶ 21.

⁸⁷ *Id.*, ¶ 3.

IX. THE REQUESTED ENHANCEMENT PAYMENTS ARE FAIR AND REASONABLE, AND SHOULD BE APPROVED

The Settlement provides for Enhancement Payments in the amount of \$7,500.00 each to Plaintiff Maria Lopez, Plaintiff Annette Olvera Nunez, and Plaintiff Jessica Salgado, to compensate Plaintiffs for the time and effort that they expended on behalf of the Class and the State of California. The requested Enhancement Payments are both common and reasonable and should be awarded.

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

The requested Enhancement Payments are fair and appropriate because Plaintiffs spent a substantial amount of time and effort producing relevant documents and past employment records, as well as providing the facts and evidence necessary to attempt to prove the allegations in the case.⁸⁸ For example, Plaintiffs Torres expended effort to review and provide responses to multiple sets of discovery requests that were propounded by Defendant.⁸⁹ Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain, and gave, information that would facilitate the pursuit of the case.⁹⁰ Plaintiffs spent numerous hours speaking with Class Counsel about their claims, describing their work experiences with Defendant, and gathering and reviewing documents.⁹¹ These services merit the requested Enhancement Payments to Plaintiffs, who have not received any compensation for their efforts

⁸⁸ Mayer Decl., ¶ 19; Declaration of Maritza Torres (“Torres Decl.”), ¶¶ 3-5; Declaration of Annette Olvera Nunez (“Nunez Decl.”), ¶¶ 3-5; Declaration of Jessica Salcedo (“Salcedo Decl.”), ¶¶ 3-5.

⁸⁹ Mayer Decl., ¶ 19; Torres Decl., ¶ 4.

⁹⁰ Mayer Decl., ¶ 19; Torres Decl., ¶¶ 3-5; Nunez Decl., ¶¶ 3-5; Salcedo Decl., ¶¶ 3-5.

⁹¹ Ibid.

on behalf of the Class Members to date.⁹²

The requested Enhancement Payments were fully disclosed in the Class Notice that was mailed to the Class Members. No objections were made with regards to the requested Enhancement Payments. Accordingly, it is appropriate and just for Plaintiffs to receive \$7,500.00 each, for a total of \$22,500.00, as reasonable Enhancement Payments for their services on behalf of the Class, and the State of California, in addition to their Individual Settlement Payments and Individuals PAGA Payments, if applicable.

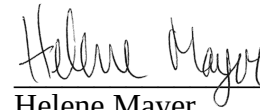
X. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval of the Settlement, and award Attorneys' Fees and Costs, Enhancement Payments, Settlement Administration Costs, and allocation for the PAGA Amount in their entirety, as sought herein; and permit the filing of a memorandum that exceeds the page limit.

Dated: March 12, 2025

LAWYERS for JUSTICE, PC

By:



Helene Mayer
Attorneys for Plaintiffs

⁹² Mayer Decl., ¶ 19; Torres Decl., ¶ 6; Nunez Decl., ¶ 6; Salcedo Decl., ¶ 6.