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

PRISCILLA DE LA CRUZ CORONA,
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;

Plaintiff,

vs.

WEST POINT MEDICAL CENTER, an
unknown business entity; COMPREHENSIVE
PRIMARY CARE MEDICAL, an unknown
business entity; and COMPREHENSIVE
PRIMARY CARE MEDICAL ASSOCIATES,
INC., dba WEST POINT MEDICAL
CENTER, a California corporation; DOES 2
through 100, inclusive,

Defendants.

Case No.: CIVDS2009703

Honorable David S. Cohn
Department S26

CLASS ACTION

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

[Declaration of Class Counsel
(Edwin Aiwazian); Declaration of Class
Counsel (Priscilla De La Cruz Corona);
Declaration of Settlement Administrator
(Lindsay Kline); and [Proposed] Final
Approval Order and Judgment filed
concurrently herewith]

Date: July 12, 2022
Time: 10:00 a.m.
Department: S26

Complaint Filed: June 3, 2020
FAC Filed: December 20, 2021
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on July 12, 2022 at 10:00 a.m., in Department S26 of the
2 above-entitled Court, located at San Bernardino Justice Center, 247 West Third Street, San
3 Bernardino, California 92415, Plaintiff Priscilla De La Cruz Corona (“Plaintiff”) will and hereby
4 does 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 **\$259,909.35** 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 Notices of Objection** were submitted to the settlement administrator, Simpluris,
12 Inc. (“Settlement Administrator”);
- 13 • **No Requests for Exclusion** were submitted to the Settlement Administrator;

14 2. Payment in the amount of **\$200,000.000** to Lawyers for Justice, PC (“Class
15 Counsel”), representing one-third (33 1/3 %) of the Maximum Settlement Amount, for attorneys’
16 fees, which is reasonable and justified on a percentage-basis and also based on a lodestar cross-
17 check;

18 3. Payment in the amount of **\$27,690.65** to Class Counsel for reimbursement of
19 litigation costs and expenses;

20 4. Payment in the amount of **\$4,900.00** to the Settlement Administrator, Simpluris,
21 Inc. (“Simpluris”), for Settlement Administration Costs;

22 5. Payment in the amount of **\$7,500.00** to Plaintiff Priscilla De La Cruz Corona, as
23 an Enhancement Payment, for her time and effort in representing the Class; and

24 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
25 California Labor Code section 2698, *et seq.*, in the amount of **\$100,000.00**, of which seventy-five
26 percent (75%), or \$75,000.00, will be paid to the California Labor and Workforce Development
27 Agency and twenty-five percent (25%), or \$25,000.00, will be distributed to all Class Members
28 on a *pro rata* basis, regardless of whether they submitted a Request for Exclusion

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

4 This motion is based upon the following Memorandum of Points and Authorities; the
5 Declarations of Class Counsel (Edwin Aiwanian), Class Representative (Priscilla De La Cruz
6 Corona), and the Settlement Administrator (Lindsay Kline of Simpluris) in support thereof; the
7 pleadings and other records on file with the Court in this matter; and such evidence and oral
8 argument as may be presented at the hearing on this Motion.

9 Dated: June 17, 2022

LAWYERS for JUSTICE, PC

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11 By: 
12 Edwin Aiwanian
13 Attorneys for Plaintiff and the Class
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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Priscilla De La Cruz Corona (“Plaintiff”) seeks final approval of: (1) the Maximum Settlement Amount of \$600,000.00; (2) attorneys’ fees in the amount of \$200,000.00, which is one-third (33 1/3%) of the Maximum Settlement Amount, and reimbursement of litigation costs and expenses in the combined amount of \$27,690.65 (together, “Attorneys’ Fees and Costs”) to Lawyers for Justice, PC (“Class Counsel”); (3) Settlement Administration Costs in the amount of \$4,900.00 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”); (4) Enhancement Payment in the amount of \$7,500.00 to Plaintiff Priscilla De La Cruz Corona; and (5) allocation of \$100,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Penalties”).

Plaintiff seeks relief on behalf of the following Class:

All current and former hourly-paid non-exempt employees of Defendant in California at any time during the period from June 3, 2016 through May 4, 2021 (“Class” or “Class Members”).¹

This matter involved ongoing investigations, formal and informal discovery, review and analysis of thousands of pages of documents and data prior to and during mediation conducted by Paul Grossman, Esq., and extensive settlement negotiations. This matter has required 428.40 hours of attorney time by Class Counsel. As will be demonstrated herein, the request for attorneys’ fees, which represents one-third (33 1/3%) of the Maximum Settlement Amount, is fully supported by the use of the percentage-fee method. Courts have historically awarded fees of up to fifty percent (50%) of the recovery. The requested attorneys’ fees are also supported under the lodestar cross-check method.

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¹ Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”), ¶ 6.d; [Revised] Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), ¶¶ 6 & Exh. 1.

1 Plaintiff moves for final approval of the Enhancement Payment in the amount of
2 \$7,500.00, to compensate Plaintiff for the time and effort that she expended spearheading this
3 lawsuit on behalf of the Class. Plaintiff also moves for final approval of the payment to the
4 Settlement Administrator in the amount of \$4,900.00 for Settlement Administration Costs.
5 Plaintiff also moves for final approval of the allocation of \$100,000.00 for the PAGA Penalties,
6 of which \$75,000.00 will be paid to the California Labor Workforce and Development Agency
7 (“LWDA”) for its portion of the PAGA Penalties (“LWDA Payment”), and \$25,000.00 will be
8 distributed to all Class Members on a *pro rata* basis, regardless of whether they submitted a
9 Request for Exclusion.

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

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

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

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

2 Defendant Comprehensive Primary Care Medical Associates, Inc., dba West Point
3 Medical Center (“Defendant”) provides urgent care and medical services throughout California
4 and currently operates three different locations in Fontana, San Bernardino, and Rancho
5 Cucamonga. Plaintiff Priscilla De La Cruz Corona is a former employee of Defendant.

6 On June 3, 2020, Plaintiff, individually, and on behalf of all current and former hourly-
7 paid or non-exempt employees who worked for Defendant within the State of California at any
8 time since June 3, 2016, filed a Class Action Complaint for Damages, thereby commencing the
9 action. The action was filed in the Superior Court of California for the County of San
10 Bernardino, Case No. CIVDS2009703 (the “Action”).

11 On October 6, 2020, Defendant filed an Answer to Plaintiff’s Class Action Complaint.

12 On October 8, 2020, Plaintiff propounded multiple sets of discovery including Requests
13 for Production of Documents (Set One); Special Interrogatories (Sets One & Two); and Form
14 Interrogatories (Set One), on former Defendant Comprehensive Primary Care Medical and
15 noticed the depositions of former Defendant Comprehensive Primary Care Medical’s Person
16 Most Knowledgeable regarding organizational structure and wage and hour practices of former
17 Defendant Comprehensive Primary Care Medical.

18 On October 8, 2020, Plaintiff propounded multiple sets of discovery including Requests
19 for Production of Documents (Set One); Special Interrogatories (Sets One & Two); and Form
20 Interrogatories (Set One), on former Defendant West Point Medical Center and noticed the
21 depositions of former Defendant West Point Medical Center’s Person Most Knowledgeable
22 regarding organizational structure and wage and hour practices of Defendant West Point Medical
23 Center.

24 Thereafter, on November 12, 2020, and December 14, 2020, Defendant responded to
25 Plaintiff’s discovery requests and objected to Plaintiff’s deposition notices.

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1 On July 7, 2021, Plaintiff provided written notice to the LWDA giving notice of her
2 intent to pursue a representative action pursuant to the Labor Code Private Attorneys General
3 Act of 2004 (“PAGA”), on behalf of herself and the State of California, as well as on behalf of a
4 proposed group of aggrieved employees.

5 On December 20, 2021, Plaintiff filed a First Amended Class Action Complaint for
6 Damages & Enforcement Under the Private Attorneys General Act, California Labor Code §
7 2698, Et Seq. (“Operative Complaint”), adding a cause of action for violation of PAGA (Labor
8 Code section 2698, *et seq.*) on behalf of Plaintiff and aggrieved employees.

9 Plaintiff’s core allegation is that Defendant has violated the California Labor Code by
10 engaging in a uniform practice and procedure, with respect to Plaintiff and the Class Members,
11 of, *inter alia*, failing to pay minimum and overtime wages, failing to provide compliant meal and
12 rest periods and associated premium pay, failing to timely pay wages and associated waiting time
13 penalties, failing to maintain accurate payroll records, failing to provide compliant wage
14 statements, and failing to reimburse necessary business-related expenses, and thereby engaged
15 in unfair business practices under the California Business and Professions Code and conduct that
16 gives rise to penalties under the Private Attorneys General Act of 2004 (California Labor Code
17 section 2698, *et seq.*) (PAGA).

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

21 The parties have actively litigated the matter since it was commenced on June 3, 2020.
22 The parties conducted extensive formal and informal discovery and exchanged thousands of
23 pages of documents and data. On June 4, 2021, the parties participated in a formal, full-day
24 mediation conducted by Paul Grossman, Esq., a well-regarded mediator experienced in
25 mediating complex labor and employment matters. After conducting extensive formal and
26 informal discovery and investigation into the facts of the case and with the aid of the mediator’s
27 evaluation, the parties ultimately reached the Settlement described herein to resolve the case in
28 its entirety.

On February 16, 2022, Plaintiff filed a Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”) and supporting documents. On March 11, 2022, a hearing was held on Plaintiff’s Motion for Preliminary Approval, during which the Court raised certain points of inquiry and provisionally granted preliminary approval subject to a revised Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and revised Class Notice to be emailed to the Judicial Assistant of Department S26 of the above-entitled Court. On March 11, 2022, Class Counsel emailed a [Revised] Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and revised Class Notice to the Judicial Assistant of Department S26 of the above-entitled Court which incorporated the changes requested by the Court.

On March 11, 2022, the Court entered a Minute Order, which dismissed former Defendants Comprehensive Primary Care Medical and West Point Medical Center without prejudice from the Action.

On March 14, 2022, the Court entered the [Revised] Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of the Settlement, the Class Notice, and the proposed administration procedures and associated deadlines.

Plaintiff now moves for final approval of the Settlement, Attorneys’ Fees and Costs, Enhancement Payment, Settlement Administration Costs, and allocation for PAGA Penalties.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement Agreement, Defendant has agreed to pay a Maximum Settlement Amount of \$600,00.00 on a non-reversionary basis, in two (2) installments – an initial payment of one-half (1/2) of the Maximum Settlement Amount (“First Installment”), which was deposited by Defendant into a qualified settlement account established by the Settlement Administrator on April 6, 2022, and payment of one-half (1/2) of the Maximum Settlement Amount six (6) months after the funding of the First Installment (i.e., by October 6, 2022).²

² Settlement Agreement, ¶¶ 9.b & 9.c; Declaration of Lindsay Kline Regarding Notice and Settlement Administration (“Simpluris Declaration” or “Simpluris Decl.”), ¶ 19.

Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Maximum Settlement Amount: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in the amount of \$200,000.00 and reimbursement of litigation costs and expenses in the amount of \$27,690.65, to Class Counsel; (2) Enhancement Payment in the amount of \$7,500.0 to Plaintiff Priscilla De La Cruz Corona; (3) Settlement Administration Costs in the amount of \$4,900.00 to Simpluris; and (4) PAGA Penalties in the amount of \$100,000.00.³ The Net Settlement Amount, which is estimated to be \$259,909.35, will be distributed in accordance with the Settlement Agreement, and there is no reversion to Defendant.⁴

The Settlement Administrator will calculate each Settlement Class Member’s *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”), by dividing the Net Settlement Amount by the number of weeks each Settlement Class Member was employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”) to yield the “Final Workweek Value,” and multiplying each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.⁵

The Settlement Administrator will also calculate each Class Member’s *pro rata* share of the PAGA Penalties (“PAGA Payment”), by dividing the twenty-five percent (25%) portion of the PAGA Penalties allocated to Class Members, regardless of whether they have submitted a Request for Exclusion, by the total number of Workweeks of all Class Members and multiplying this value by each Class Member’s individual Workweeks to yield his or her individual PAGA Payment.⁶

³ Settlement Agreement, ¶¶ 6.t, 10, 11, 12, & 13.

⁴ This amount is higher than the amount stated in Paragraph 16 of the accompanying Simpluris Declaration because the Settlement Administrator’s calculation assumes that Class Counsel will obtain litigation costs and expenses in the maximum amount of \$35,000.00, which is allocated under the Settlement. However, Class Counsel seeks the amount of only \$27,690.65 for reimbursement of litigation costs and expenses, and the difference of \$7,309.35 will remain part of the Net Settlement Amount.

⁵ Settlement Agreement, ¶¶ 6.ee, 6.q, & 14.b.

⁶ Previously, the 25% share of the PAGA Penalties allocated to Class Members was to be included in the Net Settlement Amount. On March 11, 2022, a hearing was held on Plaintiff’s Motion for Preliminary Approval, during which the Court provisionally granted preliminary approval subject to a revised Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and revised Class Notice that would, *inter alia*, provide that the

Class Members had forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to dispute the number of Workweeks credited to each of them, opt out of the Settlement, and/or object to the Settlement (“Response Deadline”).⁷ The Response Deadline was June 13, 2022.⁸ The Settlement Administrator has not received any timely letters submitted by Class Members indicating a request to be excluded from the Settlement (“Requests for Exclusion”), valid and timely written objections to the Settlement Agreement (“Notices of Objection”), or Workweeks disputes from Class Members.⁹

Each Individual Settlement Share will be allocated as twenty-five percent (25%) wages, to be reported on IRS Form W-2; and seventy-five percent (75%) penalties, interest and non-wage damages, to be reported on IRS Form 1099 (if applicable).¹⁰ Individual Settlement Shares will be paid out to Settlement Class Members subject to reduction for the employee’s share of taxes, withholdings, and contributions with respect to the wages portion of the Individual Settlement Shares, and the net payment is referred to as “Individual Settlement Payment”.¹¹ Each individual PAGA Payment will be allocated as one hundred percent (100%) penalties to be reported on IRS Form 1099 (if applicable).¹²

Each Individual Settlement Payment and individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled.¹³ Thereafter, all funds represented by any uncashed or undeliverable checks, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.* for the benefit of those Class Members who did not cash their checks until such time as they claim their property.¹⁴

25% share of the PAGA Penalties allocated to Class Members would be distributed to all Class Members on a *pro rata* basis, regardless of whether they submitted a Request for Exclusion and without modification to the Settlement Agreement. *See* Settlement Agreement ¶ 6.t.

⁷ Settlement Agreement, ¶¶ 6.aa, 18, 20, & 22.

⁸ Simpluris Decl., ¶ 10.

⁹ *Id.*, ¶¶ 11, 12, & 13.

¹⁰ Settlement Agreement, ¶ 25.

¹¹ *Id.*, ¶¶ 6.p & 25.

¹² *See* n.6, *supra*.

¹³ Settlement Agreement, ¶ 19.

¹⁴ *Ibid.*

1 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

2 The Court-appointed Settlement Administrator, Simpluris, has taken all necessary steps
3 to effectuate the notice and settlement administration process, as set forth in the Court's March
4 14, 2022 Preliminary Approval Order.

5 On March 14, 2022, Simpluris received the Court-approved Class Notice from Class
6 Counsel.¹⁵

7 On April 19, 2022, Simpluris received a mailing list from Defendant's Counsel
8 containing Class Members' full names, most recent mailing addresses, telephone numbers,
9 Social Security numbers, and start and end dates of employment as hourly-paid or non-exempt
10 employees of Defendant in California during the Class Period ("Class Data and List").¹⁶ The
11 Class Data and List contained information for one hundred and twenty-eight (128) individuals
12 identified as Class Members.¹⁷ Simpluris processed the names and addresses through the
13 National Change of Address Database ("NCOA") and updated the Class Data and List with any
14 updated addresses located.¹⁸

15 On April 29, 2022, Simpluris mailed the Class Notice via First Class U.S. Mail to the one
16 hundred and twenty-eight (128) individuals identified as Class Members in the Class Data and
17 List.¹⁹

18 As of the date of this Motion, fifteen (15) Class Notices were returned as undeliverable
19 without forwarding addresses.²⁰ Simpluris performed a skip-trace search on the fifteen (15)
20 Class Notices that were returned to Simpluris without forwarding addresses, located an updated
21 address for fifteen (15) Class Members, and promptly re-mailed the Class Notice to the updated
22 addresses.²¹ Ultimately, there are no Class Notices that remain undeliverable.²²

23 ///

24
25 ¹⁵ Simpluris Decl., ¶ 5.

26 ¹⁶ *Id.*, ¶ 6.

27 ¹⁷ *Ibid.*

28 ¹⁸ *Id.*, ¶ 7.

¹⁹ *Id.*, ¶ 8.

²⁰ *Id.*, ¶ 9.

²¹ *Ibid.*

²² *Ibid.*

As of the date of this Motion, the Settlement Administrator has not received any Notices of Objection or Requests for Exclusion from Class Members.²³

To date, there are one hundred and twenty-eight Class Members who did not submit a valid and timely Request for Exclusion, and are therefore, deemed to be Settlement Class Members, representing one hundred percent (100%) of the Class.²⁴ Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately \$259,909.35 will be distributed to Settlement Class Members in accordance with the terms of the Settlement.²⁵ The highest Individual Settlement Share is currently estimated to be \$7,230.90 and the average Individual Settlement Share is currently estimated to be \$1,973.44.²⁶ These amounts are subject to reduction of the employee's share of taxes and withholdings with respect to the wages portion of each Individual Settlement Share.²⁷ Based on the twenty-five percent (25%) portion of the PAGA Penalties (i.e., \$25,000.000 out of \$100,000.00) to be distributed to all Class Members on a *pro rata* basis, regardless of whether they have submitted a Request for Exclusion, the average estimated PAGA payment is \$195.31 and the highest estimated PAGA payment is \$715.65.²⁸

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.

²³ Simpluris Decl., ¶¶ 11 & 12.

²⁴ *Id.*, ¶ 14.

²⁵ *Id.*, ¶ 16; see also, n.4, *supra*.

²⁶ *Id.*, ¶ 17 The actual average and highest Individual Settlement Shares will be larger than the amounts stated in the Simpluris Declaration because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$35,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$7,309.35, will be part of the Net Settlement Amount). See n.4, *supra*.

²⁷ *Id.*, ¶ 17.

²⁸ *Id.*, ¶ 18.

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

6 The proponent of the settlement has the burden to show that it is fair and reasonable.
7 *Wershba, supra*, 91 Cal.App.4th at 245. At the final approval stage, a presumption of fairness
8 exists where, as here: “(1) the settlement is reached through arm’s-length bargaining; (2)
9 investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3)
10 counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Dunk,*
11 *supra*, 48 Cal.App.4th at 1802. In reviewing a class settlement, the court need not reach any
12 ultimate conclusions on the issues of fact and law that underlie the merits of the dispute.
13 *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146.
14 The inquiry is not whether the settlement agreement is the best one that class members could
15 have possibly obtained, but whether the settlement, taken as a whole, is “fair, adequate, and
16 reasonable.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55. A settlement need not
17 obtain 100 percent of the damages sought in order to be fair, reasonable, and ultimately,
18 meaningful. *Wershba, supra*, 91 Cal.App.4th at 251. Even if the proposed settlement affords
19 relief that is substantially narrower than it would be if the case were to be successfully litigated,
20 that is no bar to a class settlement because the public interest may indeed be served by a
21 voluntary settlement in which each side gives ground in the interest of avoiding prolonged
22 litigation. *Id.*

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

25 The parties actively litigated the Action since it was commenced on June 3, 2020.
26 Counsel for the parties used the pre-mediation time period to investigate the veracity, strength,
27 and scope of the claims, and also to prepare the matter for class certification, representative
28

1 adjudication, and trial.²⁹ The parties conducted extensive formal and informal discovery and
2 investigation into the facts of the case, and also informally exchanged information and data in
3 preparation for mediation.³⁰ Class Counsel propounded multiple sets of written discovery
4 requests in various forms (including Requests for Production of Documents (Set One); Special
5 Interrogatories (Sets One & Two); and Form Interrogatories – General (Set One)); reviewed
6 Defendant’s responses thereto; prepared and served numerous deposition notices onto
7 Defendant; and reviewed Defendant’s objections thereto.³¹ Class Counsel also interviewed and
8 obtained information from Plaintiff and Class Members, including and not limited to the names
9 of potential witnesses, and reviewed and analyzed thousands of pages of documents and data
10 produced by Defendant and obtained through other sources.³² The documents and data reviewed
11 and analyzed by Class Counsel included, and were not limited to, Plaintiff’s employment
12 records, a detailed sampling of Class Members’ time and pay records, Defendant’s Employee
13 Handbook, acknowledgements (including but not limited to Defendant’s Staff Member
14 Handbook Acknowledgement), agreements (including but not limited to Defendant’s Arbitration
15 Agreement and Meal Break Waiver Agreement), internal memoranda, job descriptions,
16 Defendant’s operations and employment practices, procedures, and policies (including but not
17 limited to Defendant’s Overtime policy, Working Off the Clock policy, and Rest Breaks and
18 Meal Periods policy), among other documents and data.³³ Class Counsel researched applicable
19 law, developed damages/valuation models in preparation for mediation, and met and conferred
20 with Defendant’s counsel on numerous occasions, e.g., to discuss issues relating to the pleadings,
21 discovery, and production of documents and data prior to mediation.³⁴

22 After conducting significant formal and informal discovery and investigation into the
23 facts of the case, the parties participated in a formal, full-day mediation conducted by Paul
24 Grossman, Esq., a well-regarded mediator experienced in mediating complex labor and
25

26 ²⁹ Declaration of Edwin Aiwazian (“Aiwazian Decl.”), ¶ 6.

27 ³⁰ Ibid.

28 ³¹ Ibid.

³² Ibid.

³³ Ibid.

³⁴ Ibid.

1 employment matters.³⁵ Prior to and during mediation and settlement discussions, the parties
2 exchanged information and data, and discussed various aspects of the case, including and not
3 limited to, the risks and delays of further litigation, the risks and expenses to the parties of
4 proceeding with class certification, representative adjudication, and trial, the law relating to off-
5 the-clock theory, meal and rest periods, representative PAGA claims, and wage-and-hour
6 enforcement, the evidence produced and analyzed, and the possibility of appeals, among other
7 things.³⁶ During all settlement discussions, the parties conducted their negotiations at arm's
8 length in an adversarial position.³⁷ Arriving at a settlement that was acceptable to the parties was
9 not easy.³⁸ Defendant and its counsel felt very strongly about Defendant's ability to prevail on
10 the merits and to obtain a denial of class certification, while Plaintiff and Class Counsel believed
11 that class certification would be obtained and Plaintiff would prevail at trial.³⁹ After conducting
12 significant formal and informal discovery and investigations, extensive settlement negotiations,
13 and with the aid of the mediator's evaluation, the parties agreed that the matter was well-suited
14 for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs
15 and risks to the parties that would attend further litigation.⁴⁰

16 The Settlement takes into account the strengths and weaknesses of each side's position
17 and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.
18 Class Counsel interviewed, and obtained information from Plaintiff and other Class Members.⁴¹
19 Class Counsel also reviewed and analyzed thousands of pages of documents produced by
20 Defendant and obtained through other sources, and performed significant research into the law
21 concerning certification, off-the-clock theory, meal and rest periods, representative PAGA
22 claims, wage-and-hour enforcement, Plaintiff's claims, and Defendant's defenses, as well as
23 facts discovered.⁴² The Settlement was based on this large volume of facts, evidence, and
24

25 ³⁵ Aiwazian Decl., ¶ 8.

26 ³⁶ Ibid.

27 ³⁷ Ibid.

28 ³⁸ Ibid.

³⁹ Ibid.

⁴⁰ Ibid.

⁴¹ *Id.*, ¶ 6.

⁴² Ibid.

investigation.⁴³ Additionally, Class Counsel has extensive experience in handling complex wage-and-hour matters, including significant experience in employment class action litigation.⁴⁴

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

The Settlement, which provides for a Maximum Settlement Amount of \$600,000.00, represents a fair, adequate, and reasonable resolution of the case, given the risks inherent in litigating class and representative 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.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 and representative adjudication. Defendant would have likely argued again at trial, if any, that Plaintiff's claims were not appropriate for class-wide and/or representative adjudication. On the other hand, Defendant also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiff's claims on a class-wide or representative 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 and/or representative

⁴³ Aiwazian Decl., ¶¶ 6 & 8.

⁴⁴ *Id.*, ¶¶ 15-18.

⁴⁵ *Id.*, ¶¶ 8 & 21.

⁴⁶ *Id.*, ¶¶ 5-8.

adjudication, 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 Defendant's Person Most Knowledgeable designees, expert witnesses, and percipient witnesses, such as managers, supervisors, and other current and former employees throughout the State of California. Additional 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 Maximum Settlement Amount of \$600,00.00, represents a fair, reasonable, and adequate resolution of the case. 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. The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in this matter. Moreover, considering all of the facts in the case, the Maximum Settlement Amount represents a considerable recovery.

Even after deducting attorneys' fees in the amount of \$200,000.00, litigation costs and expenses in the amount of \$27,690.65, Enhancement Payment in the amount of \$7,500.00; Settlement Administration Costs in the amount of \$4,900.00, and PAGA Penalties in the amount of \$100,000.00 from the Maximum Settlement Amount of \$600,000.00, the Net Settlement

Amount is currently estimated to be \$259,909.35.⁴⁷ Under the Settlement Agreement, the Maximum Settlement Amount will be fully paid out without any reversion to Defendant, in accordance with the terms of the Settlement. As discussed in Section III, *supra*, each Settlement Class Member will be paid a *pro rata* share of the Net Settlement Amount, based on the number of Workweeks credited to him or her. To date, there are one hundred and twenty-eight (128) Settlement Class Members, representing 100% of the Class Members.⁴⁸ The highest Individual Settlement Share to a Settlement Class Member is currently estimated to be \$7,230.90 and the average Individual Settlement Share is currently estimated \$1,973.44.⁴⁹ These are significant individual recoveries, particularly in light of the risks of litigation.

At the final approval stage, “[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel.” *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to distribute the Net Settlement Amount. In light of the above considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members.⁵⁰ 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 extensive 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 action law and complex wage-and-hour litigation.⁵¹ Class Counsel has been appointed class counsel in numerous complex wage-and-hour cases, and has recovered millions of dollars for individuals in

⁴⁷ Simpluris Decl., ¶ 16; see n.4, *supra*.

⁴⁸ *Id.*, ¶ 14.

⁴⁹ *Id.*, ¶ 17; see n.26, *supra*.

⁵⁰ Aiwasian Decl., ¶ 21.

⁵¹ *Id.*, ¶¶ 15-18.

California.⁵² 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 – *not a single Class Member objected to or opted out of the Settlement.*⁵³ Specifically, no objections have been made as to the Maximum Settlement Amount or requested Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, or the allocation for PAGA Penalties. California courts have consistently found that a small number of objectors indicates the class' support for a settlement and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

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

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

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

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 (The "experienced trial judge is the best judge of the value of professional services rendered in his court[.]"); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118. Where the amount of a settlement is a "certain easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the settlement. Weil and

⁵² Aiwazian Decl., ¶¶ 15-18.

⁵³ Simpluris Decl., ¶¶ 11 & 12.

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, 34.⁵⁴ The purpose of this equitable doctrine is to spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone. *See Vincent, supra*, 557 F.2d at 769.

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

⁵⁴ 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.

1 cross-check and use other means to evaluate the reasonableness of a requested percentage fee[.]"

2 and "[t]he percentage [...] method survives in California." *Id.* (internal quotes omitted).

3 Courts have consistently recognized that class and representative action litigation is

4 increasingly necessary to protect the rights of individuals whose injuries and/or damages are too

5 small to economically justify legal action on an individual basis. Accordingly, in determining a

6 reasonable fee award, courts award fees to serve as an economic incentive for lawyers to pursue

7 such litigation in order to achieve increased access to the judicial system for meritorious claims

8 and to enhance deterrents to wrongdoing. This is especially true in situations where multiple

9 similar alleged wrongs would not be economically feasible to pursue individually, such as here.

10 See A. Conte, *Attorney Fee Awards* (2d Ed., 1993) 104, at 6.

11 When the case was originally filed, not only was it inescapably contingent, but the

12 prospect of a long, drawn-out battle with a defendant represented by experienced counsel, was

13 almost a certainty. By taking on this "battle" on a contingency basis, Class Counsel risked

14 substantial economic loss if the results were not successful. This substantial risk is the reason

15 that the courts approve the use of the percentage method when a settlement is obtained by the

16 efforts of class counsel. See *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49

17 (discussing the risks of engaging in litigation without certainty of compensation).

18 Under the terms of the Settlement Agreement, Defendant will pay a Maximum

19 Settlement Amount of \$600,000.00 on a non-reversionary basis. The requested attorneys' fees

20 are one-third (33 1/3%) of the total value of the monetary settlement. In light of Class Counsel's

21 successful prosecution and resolution of the case, the requested attorneys' fees are appropriate

22 and reasonable.

23 Compensating class counsel in class litigation on a percentage basis makes good sense

24 because: (1) it is consistent with the private marketplace where contingent fee attorneys are

25 customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent

26 class members in achieving the maximum possible resolution of the case; and (3) it encourages

27 the most efficient and expeditious resolution of the litigation by providing an incentive for early,

28 yet reasonable, settlement. The requested attorneys' fees in this matter satisfy all of those factors

1 such and should be approved on a percentage basis.

2 The percentage method is consistent with, and is intended to mirror, the practice in the
3 private marketplace where contingent-fee attorneys typically negotiate percentage-fee
4 arrangements with their clients. A named plaintiff's agreement to pay a contingent fee is
5 powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of
6 counsel's work to the class is to review the consideration agreed to be paid by the named
7 plaintiff. If the named plaintiff has employed counsel on a contingency-fee basis, it would
8 indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement
9 without incurring the risks of bringing the claim, to pay less than the named plaintiff. In this
10 case, Plaintiff has agreed to a contingency fee of at least one-third (33 1/3%) of the recovery.⁵⁵

11 Furthermore, a percentage-fee award is not dependent on a determination of the actual
12 amount claimed by those entitled—it is the creation of the settlement that is the crucial fact. In
13 *Winslow v. Harold G. Ferguson Corp.*, the California Supreme Court expressly held that “it is
14 equitable that [the attorney's] compensation and expenses should come from the entire fund
15 saved for all classes concerned before it is distributed.” *Winslow v. Harold G. Ferguson Corp.*
16 (1944) 25 Cal.2d 274, 284. Likewise, *Lealao* expressly held that a percentage-based fee “may be
17 calculated on the basis of the total fund made available rather than the actual payments made to
18 the class.” *Lealao, supra*, 82 Cal.App.4th at 51; *see also Boeing, supra*, 444 U.S. at 478 (“a
19 litigant or a lawyer who recovers” a settlement “for the benefit of persons other than himself or
20 his client is entitled to a reasonable attorneys' fee from the fund as a whole”).

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

26 Class Counsel has obtained a substantial recovery on behalf of Plaintiff and the Class,
27 and the results achieved justify an attorneys' fees award that is the equivalent of the standard
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⁵⁵ Aiwazian Decl., ¶ 9.

1 market fee and that is consistent with the contingency-fee agreement entered into by and between
2 Plaintiff and Class Counsel. Thus, the requested attorneys' fees are appropriate.

3 **C. The Attorneys' Fees Award Requested by Class Counsel Is Reasonable**
4 **Based on the Factors Considered in Determination of Fee Awards.**

5 In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors
6 to be considered in determining whether fee awards are reasonable: (1) the time and labor
7 required; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform
8 the legal services properly; (4) the preclusion of other employment by the attorney due to the
9 acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time
10 limitation imposed by the client or the circumstances; (8) the amount involved and results
11 obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the
12 case; (11) the nature and length of the professional relationship with the client; and (12) awards
13 in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d
14 768, 772.

15 Each and every one of these factors favors the attorneys' fees sought here; however,
16 some of the most relevant factors to this Court's fee determination will be addressed herein. The
17 award of attorneys' fees in the amount of \$600,000.00 (which is 33 1/3% of the Maximum
18 Settlement Amount) is commensurate with the time, effort, and expense dedicated to the case,
19 the contingent nature of Class Counsel's fee and the risks taken in commencing the case, the skill
20 and determination required, the results that Class Counsel has achieved, and the value of the
21 settlement that Class Counsel has obtained for the Class Members.

22 **1. *Time & Labor.***

23 Class Counsel used its experience and skills, and dedicated the full extent of resources, to
24 litigate and bring this matter to a successful conclusion on behalf of the Class. Moreover, as
25 demonstrated in the supporting declaration, Class Counsel has extensive experience in the
26 handling of class actions and complex litigation matters.⁵⁶

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⁵⁶ Aiwasian Decl., ¶¶ 15-18.

As outlined in the Declaration of Edwin Aiwarzian, Class Counsel has fully and actively participated in litigation of this case.⁵⁷ 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.⁵⁸ During the litigation of the Action, Class Counsel interviewed Plaintiff and other Class Members; propounded formal written discovery requests and reviewed Defendant's responses thereto; reviewed and analyzed thousands of pages of documents and data produced by Defendant and obtained through other sources; and prepared damages/valuation calculations.⁵⁹ Class Counsel also met and conferred with Defendant's counsel over the issues relating to pleadings, discovery, and production of documents and data, among other things; engaged in extensive settlement negotiations with Defendant's counsel; and prepared for and attended court proceedings, mediation, and settlement negotiations.⁶⁰

Class Counsel has devoted a considerable number of hours to this matter over the course of the litigation process. The task and time chart, which is attached as an exhibit to the accompanying declaration of Edwin Aiwarzian, sets forth in detail the hours that Lawyers for Justice, PC has spent performing tasks on behalf of Plaintiff and the Class.⁶¹ 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 Lawyers for Justice, PC, commencing with the pre-filing analysis and research, and continuing up to settlement and final approval. Class Counsel has spent 428.40 hours performing tasks and to obtain a significant recovery on behalf of Plaintiff and the Class.⁶² 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

⁵⁷ Aiwarzian Decl., Exh. 1.

⁵⁸ *Id.*, ¶ 6 & Exh. 1.

⁵⁹ *Id.*, ¶ 6.

⁶⁰ *Ibid.*

⁶¹ *Id.*, Exh. 1.

⁶² *Id.*, ¶ 11.

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. Plaintiff and Class Counsel believed that they would have obtained class certification and prevailed at trial.

Class Counsel undertook significant investigation, analysis, and research prior to filing this case, during the litigation, and prior to mediation. Class Counsel took steps to prepare the matter for class certification and representative adjudication and had every intention of taking the 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 Edwin Aiwasian, 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.⁶³

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

⁶³ Aiwasian Decl., ¶¶ 15-18.

1 appellate review of those proceedings. The Settlement offers present relief and/or recovery to
2 Settlement Class Members while avoiding the further expense, risk, and delay in obtaining
3 possible recovery at an unknown time in the future.

4 As a result of this litigation and extensive settlement negotiations, Defendant
5 agreed to pay a Maximum Settlement Amount of \$600,000.00 to settle the matter. After
6 deducting the attorneys' fees (\$200,000.00), litigation costs and expenses (combined,
7 \$27,690.65), Enhancement Payment (\$7,500.00), Settlement Administration Costs (\$4,900.00),
8 and PAGA Penalties (\$100,000.00) from the Maximum Settlement Amount, it is currently
9 estimated that the Net Settlement Amount is approximately \$259,909.35.⁶⁴ The Net Settlement
10 Amount will be fully distributed in accordance with the terms of the Settlement. The highest
11 Individual Settlement Share is currently estimated to be \$7,230.90 and the average Individual
12 Settlement Share is currently estimated to be \$1,973.44.⁶⁵ These amounts are subject to
13 reduction of the employee's share of taxes and withholdings with respect to the wages portion of
14 each Individual Settlement Share.⁶⁶ Based on the twenty-five percent (25%) portion of the
15 PAGA Penalties (i.e., \$25,000.000 out of \$100,000.00) to be distributed to all Class Members on
16 a *pro rata* basis, regardless of whether they have submitted a Request for Exclusion, the average
17 estimated PAGA payment is \$195.31 and the highest estimated PAGA payment is \$715.65.⁶⁷
18 The Settlement offers significant monetary relief to the Settlement Class Members.

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

20 Plaintiff entered into a contingency fee agreement with Class Counsel, and the
21 representation of the Class provided by Class Counsel has been wholly contingent. Class
22 Counsel took on the case without knowing whether any recovery would be obtained. Class
23 Counsel has invested 428.40 hours of time to obtain relief on behalf of Plaintiff and the Class.⁶⁸
24 Class Counsel has also incurred litigation costs and expenses in the amount of \$27,690.65.⁶⁹

25
26 ⁶⁴ Simpluris Decl., ¶ 16; see n.4, *supra*.

27 ⁶⁵ *Id.*, ¶ 17 See n.26, *supra*.

28 ⁶⁶ *Ibid.*

⁶⁷ *Id.*, ¶ 18.

⁶⁸ Aiwasian Decl., ¶ 11, Exh. 1.

⁶⁹ See Part VII, *infra*.

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁷⁰ Class Counsel is well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result.⁷¹ The skill and determination that Class Counsel has shown, along with the results obtained, justify the requested Attorneys' Fees and Costs. Considering the amounts requested, the work performed, and the risks incurred, the requested fees and costs are reasonable and should be awarded.

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

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

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

5. The Amount Involved and the Results Achieved.

The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this matter, are considerable. The Settlement has yielded a positive response from the Class Members—no Class Members objected to or opted out of the Settlement.⁷²

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

⁷⁰ Aiwasian Decl., ¶ 19.

⁷¹ See *id.*, ¶¶ 15-18.

⁷² Simpluris Decl., ¶¶ 11 & 12.

Here, the results achieved and obtained on behalf of Plaintiff and the Class are reasonable in light of the risks inherent in further litigating this matter. Class Counsel's efforts have resulted in a settlement that provides for a Maximum Settlement Amount of \$600,000.00.⁷³ The Maximum Settlement Amount will be fully paid out, in accordance with the terms of the Settlement Agreement. The highest Individual Settlement Share is currently estimated to be \$7,230.90 and the average Individual Settlement Share is currently estimated to be \$1,973.44.⁷⁴ These amounts are subject to reduction of the employee's share of taxes and withholdings with respect to the wages portion of each Individual Settlement Share.⁷⁵ Based on the twenty-five percent (25%) portion of the PAGA Penalties (i.e., \$25,000.000 out of \$100,000.00) to be distributed to all Class Members on a *pro rata* basis, regardless of whether they have submitted a Request for Exclusion, the average estimated PAGA payment is \$195.31 and the highest estimated PAGA payment is \$715.65.⁷⁶

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

⁷³ Aiwazian Decl., ¶¶ 5-8.

⁷⁴ Simpluris Decl., ¶ 17 See n.24, *supra*.

⁷⁵ *Ibid*.

⁷⁶ *Id.*, ¶ 18.

⁷⁷ Aiwazian Decl., ¶¶ 15-18.

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

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

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

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

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

28 ///

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

As discussed above in Part VI.C.1, *infra*, attached to the Declaration of Edwin Aiwanian is a task and time chart that sets forth in detail the numerous tasks that Class Counsel performed on behalf of Plaintiff and the Class, and the time required for completing those tasks.⁷⁸ The chart demonstrates that Lawyers for Justice, PC has spent a total of 428.40 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 Plaintiff and the Class Members, Class Counsel has spent a reasonable number of hours on this matter. In addition, Class Counsel will continue to perform work on this matter through the date of final approval and in connection with the implementation of the Settlement.

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

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

Class Counsel has been actively involved in this this, 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

⁷⁸ See Aiwanian Decl., Exh. 1.

⁷⁹ Aiwanian Decl., ¶ 11.

efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful in reaching a settlement of \$600,000.00.

As set forth in the Declaration of Edwin Aiwarzian, the professional backgrounds and experience of Lawyers for Justice, PC support a reasonable blended hourly rate of compensation of at least \$600 per hour for services provided by Lawyers for Justice, PC.⁸⁰ Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$600 for legal service performed, by courts of this state.⁸¹ While the circumstances of every case is unique, the fact remains that the work performed and efforts undertaken by Class Counsel on behalf of the Class Members justify the requested attorneys' fees.

Applying the rate of \$600 per hour to 428.40 hours would place a reasonable value of \$257,040.00, based on lodestar, for the work performed by Class Counsel. However, Class Counsel only seeks attorneys' fees in the amount of \$200,000.00, which is one-third (33 1/3%) of the total recovery, as provided for by the Settlement Agreement.

It also bears noting that a court may apply a multiplier in consideration for risk, efficiency, and/or obtaining a substantial result, to enhance the lodestar for purpose of cross-

⁸⁰ Aiwarzian Decl., ¶ 12.

⁸¹ For example, final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved a higher hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved a higher hourly rate of \$831.38; final approval of the class and representative action settlement in *Luis Carlos Deluna v. Amerit Fleet Solutions, Inc., et al.* (San Bernardino County Superior Court Case No. CIVDS1721564) was granted on October 19, 2018, and the award of attorneys' fees involved an hourly rate of \$671.72; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved a higher hourly rate of \$780.77; final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of \$845.64; and final approval of the class and representative action settlement in *Kevin Coonce v. Ferguson Enterprises, Inc.* (Sacramento County Superior Court Case No. 34-2021-00136285) was granted on May 22, 2014, and the award of attorneys' fees involved an hourly rate of \$625. Aiwarzian Decl., ¶ 12.

check. See *Ketchum*, 24 Cal.4th at 1133-34 (holding that a risk multiplier may be applied to compensate contingency fee attorneys at a fair market rate). Such an enhancement “mirrors the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases.” *Vizcaino*, 290 F.3d at 1051; accord *Ketchum*, *supra*, 24 Cal.4th 1122, 1132-34. A risk multiplier also serves to bring the financial incentives for enforcing important rights “into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis.” *Ketchum*, 24 Cal.4th at 1132. Courts have also approved fee awards with multipliers of 2 and even higher. See, e.g., *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78 (affirming a 2.34 multiplier without remand); *Wershba*, *supra*, 91 Cal.App.4th at 255 (“Multipliers can range from 2 to 4 or even higher.”); *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512 (applying a 2.52 multiplier on a lodestar cross-check); *Chavez*, *supra*, 162 Cal.App.4th at 66 (applying a 2.5 multiplier in a consumer class action).

The lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested attorneys’ fees. Accordingly, Plaintiff respectfully requests that the Court grant final approval of, and award, attorneys’ fees in the amount of \$200,000.00 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 \$35,000.00. As set forth in the Declaration of Edwin Aiwazian, Class Counsel has incurred a total of \$27,690.65 in litigation costs and expenses.⁸² 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.⁸³ The cost savings of \$7,309.35 will be part of the Net Settlement Amount, which will be distributed to the Settlement Class Members in

⁸² Aiwazian Decl., ¶ 19.

⁸³ *Ibid*.

1 accordance with the Settlement.⁸⁴ Accordingly, Plaintiff requests that the Court award litigation
2 costs and expenses in the amount of \$27,690.65 to Class Counsel.

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

5 As set forth in the accompanying Simpluris Declaration, the total costs incurred and to be
6 incurred by Simpluris for the notice and settlement administration process are \$4,900.00.⁸⁵ The
7 costs incurred and to be incurred include, but are not limited to, expenses for formatting,
8 printing, and mailing the Class Notice to the Class Members; performing skip-trace searches on
9 Class Notices returned as undeliverable; re-mailing the Class Notices to any updated addresses
10 located by skip-trace search; receiving, reviewing, and processing Requests for Exclusion,
11 Notices of Objection, and Workweeks disputes (if any); handling inquiries from Class Members
12 regarding the Settlement; calculating Individual Settlement Shares and preparing the associated
13 tax forms; and transmitting payments, among other things.⁸⁶

14 Accordingly, the Court should grant final approval of payment to Simpluris, a necessary
15 third-party for handling of the notice and settlement process, in the amount of \$4,900.00.

16 **IX. THE REQUESTED ENHANCEMENT PAYMENT IS FAIR AND REASONABLE,**
17 **AND SHOULD BE APPROVED.**

18 The Settlement provides for an Enhancement Payment in the amount of \$7,500.00 to
19 Plaintiff Priscilla De La Cruz Corona to compensate Plaintiff for the time and effort that she
20 expended on behalf of the Class. The requested Enhancement Payment is both common and
21 reasonable and should be awarded.

22 In determining whether to make service payments, courts consider the following factors:
23 (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the
24 notoriety and personal difficulties encountered by the class representatives; (3) the amount of
25 time and efforts spent by the class representatives; (4) the duration of the litigation; and (5) the
26 personal benefit (or lack thereof) enjoyed by the class representatives as a result of the litigation.

27 ⁸⁴ Aiwasian Decl., ¶ 19.

28 ⁸⁵ Simpluris Decl., ¶ 20.

⁸⁶ *Id.*, ¶ 3.

1 *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving \$50,000
2 participation award to a single class representative).

3 The requested Enhancement Payment is fair and appropriate because Plaintiff spent a
4 substantial amount of time and effort producing relevant documents and past employment
5 records, as well as providing the facts and evidence necessary to attempt to prove the
6 allegations.⁸⁷ Plaintiff was available whenever Class Counsel needed her and actively tried to
7 obtain, and gave, information that would benefit the Class.⁸⁸ Plaintiff spent numerous hours
8 speaking with Class Counsel about her claims, describing her work experiences with Defendant,
9 and gathering and reviewing documents.⁸⁹ These services merit the requested Enhancement
10 Payment to Plaintiff, who has not received any compensation for her efforts on behalf of the
11 Class Members to date.⁹⁰

12 The requested Enhancement Payment was fully disclosed in the Class Notice that was
13 mailed to the Class Members. No objections were made with regards to the requested
14 Enhancement Payment. Accordingly, it is appropriate and just for Plaintiff Priscilla De La Cruz
15 Corona to receive \$7,900.00 as a reasonable Enhancement Payment, in addition to her
16 Individual Settlement Payment and *pro rata* portion of the twenty-five percent (25%) portion of
17 the PAGA Penalties, for her services on behalf of the Class.

18 **X. CONCLUSION**

19 For the foregoing reasons, Plaintiff respectfully requests that the Court grant final
20 approval of the Settlement, and award the Attorneys' Fees and Costs, Enhancement Payment,
21 Settlement Administration Costs, and allocation for the PAGA Penalties, in their entirety, as
22 sought herein; and permit the filing of a memorandum that exceeds the page limit.

23 Dated: June 17, 2022

LAWYERS for JUSTICE, PC

24 By:



25 Edwin Aiwanian
26 Attorneys for Plaintiff and the Class

27 ⁸⁷ Aiwanian Decl., ¶ 20; Declaration of Priscilla De La Cruz Corona ("Corona Decl."), ¶¶ 3-4.

28 ⁸⁸ Aiwanian Decl., ¶ 20; Corona Decl., ¶¶ 3-4.

⁸⁹ Aiwanian Decl., ¶ 20; Corona Decl., ¶¶ 3-4.

⁹⁰ Corona Decl., ¶ 8.