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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

MARICELA OROZCO, an individual, on behalf
of herself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

VENTURA HOSPITALITY PARTNERS
L.L.C., a Colorado Limited Liability Company;
PROVIDENCE HOSPITALITY PARTNERS
LLC, a Colorado Limited Liability Company;
and DOES 1 TO 50,

Defendants.

Case Number: 56-2021-00557454-CU-OE-VTA

**Plaintiff's Notice of Motion and Motion for
Final Approval of Class Action Settlement**

Complaint Filed: August 23, 2021

FAC Filed: December 8, 2021

SAC Filed: January 18, 2023

Trial Date: None Set

Preliminary Approval Granted:
April 25, 2023

Date: October 5, 2023

Time: 8:30 a.m.

Dept.: 20

Judge: Hon. Matthew P. Guasco

1 **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL**

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

3 **NOTICE IS HEREBY GIVEN** that on October 5, 2023, at 8:30 a.m., or as soon thereafter as
4 the matter may be heard, in Department 20 of the Ventura County Superior Court for the State of
5 California, located at the Ventura Courthouse (Hall of Justice), 800 South Victoria Avenue, Ventura,
6 California 93009, before the Honorable Matthew P. Guasco, Plaintiff Maricela Orozco (“Plaintiff”),
7 on behalf of herself, the State of California, as a private attorneys general, and on behalf of all others
8 similarly situated, will and hereby does move this court for entry of an order:

9 1. Finally certifying the settlement class, as defined in the *Class, Collective, and PAGA*
10 *Action Settlement Agreement and Class Notice* (the “Settlement Agreement”) between Plaintiff and
11 Defendants Ventura Hospitality Partners L.L.C. and Providence Hospitality Partners LLC
12 (“Defendants”) (collectively, the “Parties”), for the purpose of settlement pursuant to California Code
13 of Civil Procedure section 382 and California Rules of Court, rule 3.769;

14 2. Finally appointing the named plaintiff, Maricela Orozco, as class representative for
15 purposes of settlement;

16 3. Finally appointing Jonathan Melmed, Kyle D. Smith, and Joanne Kim of Melmed Law
17 Group P.C. as class counsel for purposes of settlement;

18 4. Finding that the notice of the settlement was properly provided to the class members in
19 accordance with the Court’s order granting preliminary approval of the Settlement Agreement on April
20 25, 2023;

21 5. Finally approving the settlement as fair, adequate, and reasonable, based upon the terms
22 set forth in the Settlement Agreement, including the payment by Defendants of the non-reversionary
23 gross settlement amount of \$200,000.00 (“Gross Settlement Amount”), plus the employer’s portion of
24 applicable payroll taxes;

25 6. Finally approving the allocation for attorneys’ fees of one-third of the Gross Settlement
26 Amount (i.e., \$66,666.67), plus necessary litigation costs of \$18,000.00;

1 7. Finally approving ILYM Group, Inc. (the “Settlement Administrator”) as the settlement
2 administrator and approving distribution of \$8,450.00 from the Gross Settlement Amount to cover the
3 settlement administrator’s expenses in administering the settlement;

4 8. Finally approving a class representative incentive payment to the named plaintiff in an
5 amount of \$7,500.00 from the Gross Settlement Amount to compensate her for the burdens,
6 responsibilities, time, effort, and risks involved in coming forward on behalf of the proposed class;

7 9. Finally approving the allocation of \$20,000.00 for penalties pursuant to the California
8 Labor Code Private Attorneys General Act of 2004, of which 75% (i.e., \$15,000.00) shall be paid to
9 the California Labor and Workforce Development Agency (“LWDA”) from the Gross Settlement
10 Amount, with the remaining 25% (i.e., \$5,000.00) payable to the aggrieved employees;

11 10. Binding all participating class members to the terms of the Settlement Agreement,
12 including the release specified therein;

13 11. Retaining jurisdiction to enforce the Settlement Agreement; and

14 12. Granting Plaintiff leave to file the overlength brief included with this motion due to the
15 complex nature of this motion.

16 This motion is based on this notice and motion; the memorandum of points and authorities in
17 support thereof; the declaration of Plaintiff’s counsel; the declaration of the Settlement Administrator;
18 the Settlement Agreement; the other records, pleadings, and papers filed in this action; and upon such
19 other evidence or argument as may be presented to the court at the hearing of this motion.

20 Dated: September 14, 2023

MELMED LAW GROUP P.C.



KYLE D. SMITH

Attorney for Plaintiff, the Preliminarily-Approved
Class, and the Aggrieved Employees

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This motion seeks final approval of a wage-and-hour class action settlement between Plaintiff Maricela Orozco (“Plaintiff”) and Defendants Ventura Hospitality Partners L.L.C. and Providence Hospitality Partners LLC (“Defendants”) (collectively, the “Parties”) for \$200,000.00 (the “Gross Settlement Amount”) to be distributed to 398 individuals defined as:

All individuals who are or were employed by Defendants as nonexempt employees in California at the Crown Plaza Ventura Beach Hotel at any time during the Class Period.

These employees are referred to herein individually as the “Class Members” or collectively as the “Class.” The “Class Period” for these purposes is defined as the period from August 23, 2017, through November 9, 2022. A true and correct copy of the *Class, Collective, and PAGA Action Settlement Agreement and Class Notice* (the “Settlement Agreement”), which is based on the Los Angeles Superior Court’s [Model] *Class Action and PAGA Settlement Agreement* (LASC CIV 296), is attached as **Exhibit 1** to the concurrently filed *Declaration of Jonathan Melmed in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement* (“Melmed FAM Decl.”). The Settlement Agreement, in its entirety, is incorporated herein by reference.

Plaintiff also represents a group of 218 aggrieved employees on behalf of the State of California as private attorneys general pursuant to the California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698 through 2699.6 (“PAGA”). The “Aggrieved Employees,” for these purposes, share an identical definition with the Class Members, except that the applicable “PAGA Period” is defined as the period from August 18, 2020, through November 9, 2022. (Settlement Agreement, at pp. 1, 4.)

The Settlement Agreement is a non-reversionary settlement, meaning that none of the Gross Settlement Amount will revert to Defendants. (Settlement Agreement, at p. 6.) Class Members are not required to submit a claim form to receive their settlement share. (Settlement Agreement, at p. 6.) The applicable employer-side payroll taxes are to be paid by Defendants outside the Gross Settlement Amount. (Settlement Agreement, at p. 6.)

On April 25, 2023, this Court granted preliminary approval of the Settlement Agreement. Pursuant to that order, on May 24, 2023, ILYM Group, Inc. (the “Settlement Administrator”) mailed the *Court Approved Notice of Class, Collective, and PAGA Action Settlement and Hearing Date for Final Court Approval* (the “Class Notice”) to all 398 Class Members contained in the data provided by Defendants. (See Declaration of Cassandra Polites of ILYM Group, Inc., in Support of Plaintiff’s Motion for Final Approval of Class Action and Paga Settlement (“Admin. Decl.”), ¶ 6.) A copy of the Class Notice is attached to Admin. Decl. as Exhibit A.

If the Court grants final approval, each participating Class Member and Aggrieved Employee will receive a share of approximately **\$79,383.33** (the “Net Settlement Amount”), which is calculated as described below. Plaintiff also provides the following summary to assist the Court in its review:

Gross Settlement Amount	\$200,000.00
Attorneys’ Fees:	(\$66,666.67)
Litigation Costs:	(\$18,000.00)
Settlement Administration Costs:	(\$8,450.00)
Service Awards to Plaintiff:	(\$7,500.00)
PAGA Penalties:	(\$20,000.00)
Net Settlement Amount	\$79,383.33
<i>Employer Portion of Payroll Taxes Paid by Defendants in Addition to the Gross Settlement Amount</i>	

Class Participation	
Eligible Class Members:	398
Requests for Exclusion:	0
Objectors:	0
Participating Class Members:	398
Total Participation Rate:	100%

Relevant Supplemental Data	
Number of Aggrieved Employees:	218
Workweeks during the Class Period	21,025
Pay Periods during the PAGA Period	5,169
Highest Payment to Class Members	\$943.92
Average Payment to Class Members	\$199.46
Highest Payment to Aggrieved Employees	\$59.97
Average Payment to Aggrieved Employees	\$22.94
Class Counsel Fee Request	⅓ of the Gross Settlement Amount
Percent of Class Payments Attributable to Unpaid Wages (W-2 Income):	20%
Percent of Class Payments Attributable to Non-Wages (1099 Income):	80%
Uncashed Checks Paid to:	Unclaimed Property Fund

The Settlement Agreement is an excellent result for the Class, which is demonstrated by the extraordinarily high participation rate of **100%**. (Admin. Decl., ¶ 12.) To date, *zero* Class Members have requested exclusion or submitted objections to the Settlement Agreement. (Admin. Decl., ¶¶ 8, 9.) These numbers evidence an overwhelmingly positive response from the Class Members regarding the substance of the Settlement Agreement, confirming that the Settlement Agreement is in the Class's best interest. (Melmed FAM Decl., ¶ 37.) Further, these numbers raise a strong presumption that the Settlement Agreement is fair, reasonable, and adequate.

Because the Settlement Agreement is fair and reasonable; was negotiated at arm's length between counsel following extensive investigation and discovery; and was reached after participation in a full-day mediation, it should be finally approved. (Melmed FAM Decl., ¶ 5.) Based on the foregoing, Plaintiff respectfully requests that the Court issue an order **(1)** finally certifying the Class; **(2)** finally appointing Plaintiff as the class representative; **(3)** finally appointing Plaintiff's attorneys as class counsel; **(4)** finding that notice of the settlement was properly provided to the Class Members; **(5)** finally approving the Settlement Agreement as fair, adequate, and reasonable; **(6)** finally approving the allocation for attorneys' fees of one-third of the Gross Settlement Amount (i.e., \$66,666.67), plus necessarily-incurred litigation costs in the amount of \$18,000.00; **(7)** finally approving ILYM Group, Inc. as the settlement administrator and approving distribution of \$8,450.00 from the Gross Settlement

1 Amount to cover the Settlement Administrator’s expenses in administering the settlement; **(8)** finally
2 approving the allocation of \$20,000.00 from the Gross Settlement Amount for PAGA penalties;
3 **(9)** finally approving a class representative service award to Plaintiff in the amount of \$7,500.00;
4 **(10)** binding all participating class members to the terms of the Settlement Agreement, including the
5 release specified therein; and **(11)** retaining jurisdiction to enforce the terms of the Settlement
6 Agreement.

7 **II. BACKGROUND**

8 **A. THE PARTIES**

9 Defendants are a hotel chain that provides, among other services, hosting for banquet events.
10 Defendant Ventura Hospitality Partners L.L.C. is a subsidiary of Defendant Providence Hospitality
11 Partners LLC and employed Plaintiff, the Class Members, and the Aggrieved Employees during the
12 Class Period and PAGA Period at Defendants’ Crowne Plaza Ventura location in Ventura County,
13 California. (Melmed FAM Decl., ¶ 12.)

14 Plaintiff was employed as a banquet bartender at the Crowne Plaza Ventura location. Her job
15 duties included preparing and serving drinks to guests. Plaintiff was employed with Defendants began
16 on or around April 2019 and ended on or about February 2022. At the time of her employment, Plaintiff
17 was earning around \$15.00 per hour. (Melmed FAM Decl., ¶ 13; see also Declaration of Maricela
18 Orozco in Support of Plaintiff’s Motion for *Preliminary* Approval of Class Action Settlement [“Orozco
19 Decl.”], at ¶ 3–4.)

20 Plaintiff alleged that Defendants’ employees—including Plaintiff, the Class Members, and the
21 Aggrieved Employees (collectively, the “Employees”)—experienced various violations of California’s
22 wage-and-hour laws. (Melmed FAM Decl., ¶ 14.)

23 **B. PROCEDURAL SUMMARY**

24 On August 18, 2021, Plaintiff submitted a letter to the California Labor and Workforce
25 Development Agency (“LWDA”) to notify the LWDA, pursuant to PAGA, of Plaintiff’s intent to seek
26 civil penalties against Defendants for violations of Labor Code sections 204, 210, 226, 226.3, 226.7,
27 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and others that
28 may be applicable; and California Industrial Welfare Commission (“IWC”) Wage Order 5-2001 (the

1 “Applicable Wage Order”). (Cal. Code of Regs., tit. 8, § 11050; Melmed FAM Decl., ¶ 15.) The letter
2 attached Plaintiff’s original complaint, and incorporated the original complaint by reference, and thus
3 sought penalties for claims identical to those alleged in the case. (Melmed FAM Decl., ¶ 15.)

4 On August 23, 2021, Plaintiff commenced this action by filing a class action complaint alleging
5 causes of action against Defendants for **(1)** failure to pay minimum wage for all hours worked in
6 violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Order; **(2)** failure to pay
7 proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable
8 Wage Order; **(3)** failure to provide compliant rest periods and pay missed rest break premiums in
9 violation of Labor Code section 226.7 and the Applicable Wage Order; **(4)** failure to provide compliant
10 meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512,
11 and the Applicable Wage Order; **(5)** failure to maintain accurate employment records in violation of
12 Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor
13 Code sections 204, 210; **(7)** failure to reimburse business expenses in violation of Labor Code sections
14 2802 and 2804; **(8)** failure to provide complete and accurate wage statements in violation of Labor
15 Code sections 226 and 226.3; and **(9)** deceptive, fraudulent, or otherwise unlawful business practices
16 based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§
17 17200–17210). (Melmed FAM Decl., ¶ 16.)

18 On December 8, 2021, Plaintiff filed a first amended complaint alleging causes of action against
19 Defendants for those described in the original Complaint and adding one cause of action for penalties
20 based on the foregoing pursuant to PAGA. (Lab. Code, §§ 2698–2699.6; Melmed FAM Decl., ¶ 17.)

21 Thereafter, the Parties agreed to attend a private mediation with Eve Wagner. (Melmed FAM
22 Decl., ¶ 18.) Prior to the mediation, Plaintiff’s counsel conducted significant informal discovery.
23 (Melmed FAM Decl., ¶ 18.) Discovery, investigation, and prosecution has included, among other
24 things, numerous telephonic conferences with Plaintiff; inspection and analysis of thousands of pages
25 of documents, including Defendants’ relevant policies and employee handbook, and other information
26 produced by Plaintiff and Defendants; analysis of work-related data from a sample of Class Members
27 and Aggrieved Employees; an analysis of the legal positions taken by Defendants; investigation into
28 the viability of class treatment of the claims asserted in the action; analysis of potential class-wide

1 damages, including information sufficient to understand Defendants’ potential defenses to Plaintiff’s
2 claims; research of the applicable law with respect to the claims asserted in the Operative Complaint
3 and the potential defenses thereto; and assembling and analyzing of data for calculating damages.
4 (Melmed FAM Decl., ¶ 18.)

5 Among other key pieces of information, Plaintiff’s counsel requested in its informal discovery
6 letter the wage statements and time records for a statistically significant sample size of Class Members
7 during the Class Period. (Melmed FAM Decl., ¶ 19.) In response, Defendants produced a 10% sampling
8 of randomly-selected employees, which Plaintiff’s counsel determined would provide a statistically
9 significant sample size with a high-degree of confidence for Plaintiff’s expert’s statistical analysis.
10 (Melmed FAM Decl., ¶ 19.) This sampling included payroll records and timesheets for the Class
11 Members’ shifts during the Class Period. (Melmed FAM Decl., ¶ 19.) From these records, Plaintiff’s
12 expert was able to carefully craft a damages model for each of the categories of alleged claims for
13 which the data would reflect violations. (Melmed FAM Decl., ¶ 19.)

14 On September 10, 2022, the Parties participated in a full-day mediation with Eve Wagner who
15 is a full-time mediator with extensive experience in California wage and hour class action lawsuits.
16 (Melmed FAM Decl., ¶ 20.) The mediation negotiations were contentious, but the Parties were
17 eventually able to reach the broad terms of an agreement. After further negotiation, the Parties executed
18 the longform Settlement Agreement now before the Court for approval. (Melmed FAM Decl., ¶ 20.)
19 The Settlement Agreement generally follows the Los Angeles Superior Court’s *[Model] Class Action*
20 *and PAGA Settlement Agreement* (LASC CIV 296), with changes reflecting the specific terms of the
21 Parties’ agreement. (Melmed FAM Decl., ¶ 20.)

22 On October 13, 2022, Plaintiff submitted a supplemental PAGA letter to the LWDA to notify
23 the LWDA, pursuant to PAGA, of Plaintiff’s intent to seek civil penalties against Defendants for
24 violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1185,
25 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and others that may be applicable; and
26 the Applicable Wage Order. (Cal. Code of Regs., tit. 8, § 11050; Melmed FAM Decl., ¶ 21.) The
27 supplemental PAGA letter attached Plaintiff’s second amended complaint, and incorporated the second
28

1 amended complaint by reference, and thus sought penalties for claims identical to those alleged in the
2 case. (Melmed FAM Decl., ¶ 21.)

3 On January 10, 2023, the Parties filed a *Joint Stipulation for Leave to File Plaintiff's Second*
4 *Amended Complaint*. The Second Amended Complaint alleged causes of action against Defendants for
5 those described in the First Amended Complaint and adding one cause of action for failure to pay all
6 wages earned and unpaid at separation in violation of Labor Code sections 201, 202, and 203. On
7 January 18, 2023, the Court granted Plaintiff leave to file the Second Amended Complaint, which was
8 deemed filed on the same day. The Second Amended Complaint is the operative complaint in the action
9 (the "Operative Complaint"). (Melmed FAM Decl., ¶ 21.)

10 On April 25, 2023, Plaintiff's Motion for Preliminary Approval of Class Action Settlement
11 ("Motion for Preliminary Approval") was granted. (See Minute Order (April 25, 2023) ("Preliminary
12 Approval Order" or "PAM Order").) Since that time, the Class has shown its strong approval of the
13 Settlement Agreement; as of the date of this filing, there have been ***no objections by the Class***
14 ***Members***. (Admin. Decl., ¶ 9.)

15 Plaintiff now seeks final approval of the Settlement Agreement.

16 C. THE CLAIMS AND DEFENSES

17 Plaintiff alleges several categories of wage and hour violations on behalf of the Employees.
18 Plaintiff's primary claims stem from Defendants' failure to include mandatory service fees in the Class
19 Members' regular rate of pay, instead treating those amounts as discretionary tips left by the customers.
20 Plaintiff has also alleged problems with Defendants' meal and rest period policies and practices.
21 Plaintiff alleged that these errors trigger derivative claims for wage statement penalties, waiting time
22 penalties, and PAGA penalties. (Melmed FAM Decl., ¶ 27.)

23 The details and settlement value of each of these claims, and their corresponding defenses, were
24 discussed extensively in the Plaintiff's Motion for Preliminary Approval and its accompanying papers,
25 the discussion of which is incorporated by reference herein, and which, for the sake of brevity, Plaintiff
26 will avoid belaboring in this motion. (See Motion for Preliminary Approval, ¶¶ 6–22.)

27 Defendants have persistently denied all liability of any kind associated with the claims and
28 allegations, and further deny that Plaintiff, the Class Members, or the Aggrieved Employees are entitled

1 to any relief. Defendants also deny that these allegations are appropriate for class or representative
2 treatment for any purpose other than the settlement. Defendants maintain, among other things, that they
3 have complied with California laws in all respects. (Melmed FAM Decl., ¶ 29.)

4 **D. SUMMARY OF THE SETTLEMENT AGREEMENT**

5 Under the terms of the Settlement Agreement, Defendants will be released of all claims asserted
6 in the Complaint in exchange for Defendants' agreement to pay a non-reversionary settlement Gross
7 Settlement Amount of \$200,000.00. (See generally, Settlement Agreement.)

8 The Gross Settlement Amount includes: **(1)** the fees and expenses of the settlement
9 administrator not to exceed \$15,000.00, but which are actually \$8,450.00 (Settlement Agreement, at p.
10 8; Admin. Decl., ¶ 12); **(2)** Plaintiff's counsel's attorney fees of one-third of the Gross Settlement
11 Amount, i.e., \$66,666.67 (Settlement Agreement, at p. 7); **(3)** litigation expenses and costs not to
12 exceed \$18,000.00 (Settlement Agreement, at p. 7); **(4)** an incentive award to Plaintiff in the amount
13 of \$7,500.00 (Settlement Agreement, at p. 7); and **(5)** PAGA penalties in the amount of \$20,000.00, of
14 which 75% (i.e., \$15,000.00) shall be paid to the LWDA, with the remaining 25% (i.e., \$5,000.00)
15 payable to the Aggrieved Employees (Settlement Agreement, at p. 8). The remaining Net Settlement
16 Amount, which consist of approximately \$79,383.33, will be distributed to all Class Members who
17 have not requested exclusion from the Settlement Agreement and the Aggrieved Employees. (Admin.
18 Decl., ¶ 12; Settlement Agreement, at pp. 8–9.) Applicable employer-side payroll taxes will be paid by
19 Defendants outside and separate from the Gross Settlement Amount. (Settlement Agreement, at p. 6.)

20 Individual payments to the Class Members from the class-portion of the settlement will be
21 calculated and apportioned based on the number of weeks worked as an eligible Class Member in
22 California by the participating Class Member during the Class Period (the "Individual Settlement
23 Payments"). (Settlement Agreement, at p. 8.) Specific calculations of Individual Settlement Payments
24 will be determined by: **(a)** dividing the Net Settlement Amount by the total number of workweeks
25 worked by all participating Class Members during the Class Period, and **(b)** multiplying the result by
26 each participating Class Member's workweeks. (Settlement Agreement, at p. 8.) If there are any timely
27 submitted requests for exclusion, the Settlement Administrator will proportionately increase the
28 Individual Settlement Payments for each participating Class Member so that the amount actually

distributed to participating Class Members equals 100% of the Net Settlement Amount. (Settlement Agreement, at p. 8.)

Individual payments to the Aggrieved Employees from the PAGA-portion of the settlement (i.e., the portion not being sent to the LWDA), will be calculated and apportioned based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period compared to the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. (Settlement Agreement, at p. 8.)

For tax purposes, the Settlement Agreement provides that 20% of each individual settlement payment from the class-portion of the Settlement Agreement shall constitute wages (for which each participating Class Member will be issued an IRS Form W-2 for such payment), and the remaining 80% shall constitute interest, reimbursement, and penalties (for which each participating Class Member will be issued an IRS Form 1099 for the interest and penalty allocation). (Settlement Agreement, at p. 8.) With respect to the individual payments made under the PAGA-portion of the Settlement Agreement, all such payments shall be treated as payments owing for penalties and interest (for which each Aggrieved Employee will be issued an IRS Form 1099 for the interest and penalty allocation). (Settlement Agreement, at p. 9.)

Class Members will have 180 days to cash their settlement checks. (Settlement Agreement, at pp. 9–10.) If a Class Member fails to cash his/her check by the deadline, then the Settlement Administrator shall distribute such funds to the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual whose check was uncashed. (Settlement Agreement, at p. 10.)

III. THE NOTICE PROCESS WAS DILIGENTLY CARRIED OUT

Pursuant to this Court’s Preliminary Approval Order, the Settlement Administrator has fully completed distributing the Class Notice. (Admin. Decl., ¶¶ 4–12.) As of the date of this filing, the response deadline has passed for all 398 Class Members. (Admin. Decl., ¶¶ 7–9.) No Class Member has objected to the Settlement Agreement and no Class Member has requested exclusion from the Settlement Agreement. (Admin. Decl., ¶¶ 7–9.)

1 The Settlement Administrator was tasked with, among other things: **(1)** printing and mailing
2 the Class Members the court-approved Class Notice; **(2)** processing undeliverable mail and locating
3 updated addresses for Class Members; **(3)** receiving other communications about the Settlement
4 Agreement; **(4)** receiving and processing requests for exclusion; **(5)** resolving disputes over the number
5 of workweeks allocated to each Class Member during the Class Period; and **(6)** calculating estimated
6 individual settlement award amounts. (Admin. Decl., ¶ 3.)

7 On May 11, 2023, the Settlement Administrator received the class data list from Defendants’
8 counsel containing Class Member names, last known addresses, social security numbers, and
9 applicable employment information. (Admin. Decl., ¶ 4.) The class data list contained 398 putative
10 Class Members. (Admin. Decl., ¶ 4.) On May 24, 2023, Class Notices were mailed to all Class
11 Members. (Admin. Decl., ¶ 6.)

12 For any Class Notices that were returned, the Settlement Administrator conducted a
13 computerized skip trace to update the class list of addresses as accurately as possible, updating the
14 addresses of Class Members as applicable. (Admin. Decl., ¶ 10.) As a result of this skip trace, four
15 updated addresses were obtained and the Class Notices were promptly re-mailed to those Class
16 Members. (Admin. Decl., ¶ 10.) To date, only 20 of the 398 Class Notices remain undeliverable with
17 no forwarding address, where no new addresses could be found through skip trace or through a
18 forwarding address provided by the United States Postal Service. (Admin. Decl., ¶¶ 7–8.)

19 The deadline for the 169 Class Members in the class data list to submit an opt-out request,
20 objection, or dispute of workweeks was January 26, 2023. (Admin. Decl., ¶ 11.) The Settlement
21 Administrator has received **zero** objections and **zero** requests for exclusion. (Admin. Decl., ¶¶ 7–9.)
22 Thus, the Settlement Administrator is effectively reporting a **100% participation rate**—an
23 overwhelmingly favorable response to a Settlement.

24 **A. THE CLASS WAS GIVEN THE BEST POSSIBLE NOTICE OF THE**
25 **SETTLEMENT**

26 In approving a class action settlement, due process requires “notice plus an opportunity to be
27 heard and participate in the litigation, whether in person or through counsel. The notice must be the
28 best practicable, ‘reasonably calculated, under all the circumstances, to apprise interested parties of the

1 pendency of the action and afford them an opportunity to present their objections.’’ (*Phillips Petroleum*
2 *Co. v. Shutts* (1985) 472 U.S. 797, 812.) Notably, while an absent class member must be provided
3 notice, it is elementary that any failure to *receive* notice, in and of itself, is insufficient to show a due
4 process violation. (*Silber v. Mabon* (9th Cir. 1994) 18 F.3d 1449, 1454; *Juris v. Inamed Corp.* (11th
5 Cir. 2012) 685 F.3d 1294, 1321 [“Courts have consistently recognized that . . . due process does not
6 require that class members actually receive notice.”].)

7 The notice procedure approved by the Court was and is the best notice practicable. As discussed
8 above, the Settlement Administrator duly mailed the Class Notices to all Class Members. (Admin.
9 Decl., ¶¶ 4–12.) When a Class Notice was returned undeliverable, the settlement administrator made
10 reasonable efforts to obtain a valid mailing address by performing a computerized skip trace or by
11 obtaining a forwarding address through the United States Postal Service. (Admin. Decl., ¶ 10.)

12 The terms of the Class Notice, which was approved by the Court, fully complied with the
13 requirements of California Rules of Court, rule 3.769, subdivision (f). (See generally PAM Order.) It
14 provided Class Members with all relevant information needed to make an informed decision as to
15 whether to opt-out, participate in, or object to the settlement. It provided an explanation of the litigation
16 and proposed settlement terms, and procedures on how to opt out, object and/or appear at the final
17 fairness hearing. The Class Notice also provided an explanation of the case, the exclusion date and
18 procedure for exclusion, the proposed attorneys’ fees, litigation costs, administration costs, service
19 award, the LWDA payment to be requested, and the individual members’ estimated recovery. It also
20 stated that those who do not opt out will be bound by the terms of the Settlement Agreement, including
21 the release of claims described therein. (See Admin. Decl., Exh. A.)

22 Moreover, the Court diligently reviewed and approved the Class Notice as to form and content.
23 (See generally PAM Order.) Therefore, the Court may determine the fairness and adequacy of the
24 settlement and order its approval, secure in the knowledge that all Class Members have been given the
25 opportunity to participate fully in the notice process and have been fully apprised of their rights and
26 options, including their rights to object to the Settlement Agreement. To date, no one has chosen to do
27 so. (Admin. Decl., ¶ 9.)
28

1 **B. THE CLASS MEMBERS OVERWHELMINGLY APPROVE OF THE**
2 **SETTLEMENT, WHICH IS FAIR AND REASONABLE**

3 The Class Members have overwhelmingly accepted the Settlement Agreement and 398 Class
4 Members, 218 Aggrieved Employees, and the State of California all stand to benefit from the settlement
5 on entry of final approval. (Admin. Decl., ¶¶ 12, 14.) “[T]he absence of a large number of objections
6 to a proposed class action settlement raises a strong presumption that the terms of a proposed class
7 settlement action are favorable to the class members.” (*In re Omnivision Technologies, Inc.* (N.D. Cal.
8 2008) 559 F.Supp.2d 1036, 1043, quoting *National Rural Telecommunications Cooperative v.*
9 *DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 529; *Moore v. PetSmart, Inc.* (N.D. Cal., Aug. 4,
10 2015, No. 5:12-CV-03577-EJD) 2015 WL 5439000, at *7 [finding that where “less than one percent
11 either opted out or objected, the reaction of the putative class has been very positive. Therefore, this
12 factor strongly favors settlement.”].)

13 Here, **zero** members of the eligible Class Members have submitted objections to any of the
14 terms of the proposed settlement, including Plaintiff’s requested service award or Plaintiff’s counsel’s
15 proposed attorneys’ fees and costs. (Admin. Decl., ¶ 9.) Moreover, **zero** Class Members have requested
16 exclusion out of 398 eligible Class Members—evidencing that all Class Members desire to receive the
17 benefits of this Settlement Agreement. (Admin. Decl., ¶ 7.) This response evidences the Class
18 Members’ clear and overwhelmingly support the Settlement Agreement.

19 **IV. THE COURT SHOULD FINALLY APPROVE THE SETTLEMENT AGREEMENT**

20 **A. CLASS ACTION SETTLEMENTS ARE SUBJECT TO JUDICIAL REVIEW**
21 **AND APPROVAL UNDER THE CALIFORNIA RULES OF COURT**

22 The law favors settlements. (*Bush v. Superior Court* (1992) 10 Cal.App.4th 1374, 1382.) This
23 is particularly true in class actions where substantial resources can be conserved by avoiding the time,
24 cost, and risk of formal litigation. However, a class action may not be dismissed, compromised, or
25 settled without the Court’s approval. (Cal. Rules of Court, rule 3.769(a).) This requirement exists to
26 prevent fraud, collusion, or unfairness to the class and to ensure that their rights are given due regard
27 by the negotiating parties. (*Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103
28 Cal.App.3d 573, 578–579; *Officers for Justice v. Civil Service Com’n of City and County of San*

1 *Francisco* (9th Cir. 1982) 688 F.2d 615, 624.) The California Rules of Court set forth the procedures
2 for court approval of a class action settlement: **(1)** the Court preliminarily approves the settlement;
3 **(2)** class members receive notice as directed by the Court; and **(3)** the Court conducts a final approval
4 hearing to inquire into the fairness of the proposed settlement. (See Cal. Rules of Court, rule 3.769(c),
5 (e)–(g).)

6 The trial court enjoys broad discretion to determine whether a proposed class action settlement
7 is fair. (*Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438.) The decision to approve or reject a
8 proposed settlement lies within the Court’s sound discretion. (*Wershba v. Apple Computer, Inc.* (2001)
9 91 Cal.App.4th 224, 234–235.) In deciding whether to grant final approval, the Court’s ultimate duty
10 is to determine whether the settlement is fair, adequate, and reasonable. (See *Dunk v. Ford Motor Co.*
11 (1996) 48 Cal.App.4th 1794, 1801 [setting forth the “fair, adequate, and reasonable” standard], citing
12 *Officers for Justice v. Civil Service Com’n of City and County of San Francisco*, *supra*, 688 F.2d 615,
13 625; see also *Cho v. Seagate Technology Holdings, Inc.* (2009) 177 Cal.App.4th 734, 742–743 [a trial
14 court must approve a class action settlement agreement, but only after determining that it is “‘fair,
15 adequate and reasonable,’” considering factors such as the “‘risk, expense, [and] complexity’” of
16 continued litigation], citations omitted.) The Court should consider several factors including, but not
17 limited to:

18 “‘[T]he strength of Plaintiffs’ case, the risk, expense, complexity and likely duration of
19 further litigation, the risk of maintaining class action status through trial, the amount
20 offered in settlement, the extent of discovery completed and the stage of the
21 proceedings, the experience and views of counsel, . . . and the reaction of the class
22 members to the proposed settlement.” (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th
23 at p. 1801.)
24

25 The above factors are not exclusive, “the court is free to engage in a balancing and weighing of
26 factors depending on the circumstances of each case.” (*Wershba v. Apple Computer, Inc.* (2001) 91
27 Cal.App.4th 224, 245.) In doing so, the Court must give due “regard to what is otherwise a private
28 consensual agreement between the parties.” (*Ibid.*; see also *In re Microsoft I-V Cases* (2006) 135

1 Cal.App.4th 706, 723.) The inquiry is limited “to the extent necessary to reach a reasoned judgment
2 that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating
3 parties” (*Officers for Justice v. Civil Service Com’n of City and County of San Francisco, supra*,
4 688 F.2d 615, 625.)

5 As will be explained, applying the above factors, the proposed settlement embodies all key
6 features of a settlement that is fair, reasonable, adequate, and in the best interests of the members of
7 the class, and as such, meets all the criteria necessary for final approval.

8 **B. THE SETTLEMENT IS ENTITLED TO A PRESUMPTION OF FAIRNESS**

9 A presumption of fairness exists where, as here: “(1) the settlement is reached through arm’s-
10 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
11 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
12 small.” (*Dunk v. Ford Motor Co., supra*, 48 Cal.App.4th 1794, 1802; *In re Microsoft I-V Cases, supra*,
13 135 Cal.App.4th 706, 723 [“The trial court operates under a presumption of fairness when the
14 settlement is the result of arm’s-length negotiation, investigation and discovery that are sufficient to
15 permit counsel and the court to act intelligently, counsel are experienced in similar litigation, and the
16 percentage of objectors is small.”].)

17 Here, the Settlement Agreement was negotiated at arm’s length between counsel using a
18 professional and well-respected third-party neutral. (Melmed FAM Decl., ¶ 32.) Counsel for all parties
19 were thoroughly familiar with the complex legal and factual questions at issue in this litigation.
20 (Melmed FAM Decl., ¶ 32.) The Settlement Agreement is a product of intensive negotiations,
21 supported by investigation and direct exchanges of information through informal discovery, during
22 settlement negotiations, including a full-day mediation, and significant post-mediation negotiations.
23 (Melmed FAM Decl., ¶ 32.) Though cordial and professional, the settlement negotiations were
24 adversarial and non-collusive in nature. (Melmed FAM Decl., ¶ 32.)

25 The parties thoroughly investigated and evaluated the factual and legal strengths and
26 weaknesses of this case before reaching the settlement. (Melmed FAM Decl., ¶ 33.) As described
27 above, the Settlement Agreement was reached after extensive informal discovery, investigation,
28 research, thorough calculations, risk evaluation, substantial exchanges of documents, and an exchange

1 of other information required to evaluate the claims at issue. (Melmed FAM Decl., ¶ 33.) The settlement
2 came only after the case was thoroughly investigated by Plaintiff's counsel. (Melmed FAM Decl., ¶
3 33.)

4 The settlement reached is the product of substantial effort by the parties and their counsel.
5 (Melmed FAM Decl., ¶ 34.) Plaintiff and Plaintiff's counsel agree that the Settlement Agreement
6 represents a fair, adequate, and reasonable resolution of the claims. (PAM Order ¶ 3; Melmed FAM
7 Decl., ¶ 34.) Moreover, Plaintiff's Counsel are experienced in similar class actions. (Melmed FAM
8 Decl., ¶¶ 6–11.) Additionally, the percentage of objectors is not only small, *but zero*. (Admin. Decl., ¶
9 9.) The presumption of fairness of this settlement applies with full force.

10 **C. FINAL APPROVAL OF THE SETTLEMENT IS WARRANTED**

11 **1. The Settlement Is the Result of Serious, Informed, and Non-Collusive** 12 **Negotiations**

13 As explained above, the Settlement Agreement was negotiated at arm's length between counsel
14 utilizing a professional and well-respected third-party neutral. (Melmed FAM Decl., ¶ 32.) Counsel for
15 all parties were thoroughly familiar with the complex legal and factual questions at issue in this
16 litigation. (Melmed FAM Decl., ¶ 32.) The Settlement Agreement is a product of intensive negotiations,
17 supported by investigation and direct exchanges of information through informal discovery, during the
18 course of settlement negotiations, including a full-day mediation. (Melmed FAM Decl., ¶ 32.) Although
19 Plaintiff and Plaintiff's counsel believed the class claims had merit and there was a possibility of
20 certifying the class and claims, they recognized the potential risk, expense, and complexity posed by
21 litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on
22 the damages awarded, and/or on an appeal that can take several more years to litigate. (Melmed FAM
23 Decl., ¶ 35.)

24 The resulting Settlement Agreement was based on calculations, risk assessment, and non-
25 collusive negotiation. It takes the risks identified above and others into account in arriving at the non-
26 reversionary settlement. (Melmed FAM Decl., ¶ 33.)

1 **2. The Extent of the Discovery and Investigation Was More Than Sufficient**
2 **to Permit Final Approval of the Settlement Agreement**

3 Counsel for the Parties spent months prior to the mediation developing the factual record for
4 this case, engaging in informal discovery and exchanges of documents and information, drafting
5 detailed mediation briefs, all of which ensured both sides were fully informed about the strengths and
6 weaknesses of their respective positions at the mediation and during subsequent settlement
7 negotiations. (Melmed FAM Decl., ¶ 30.) The Parties and their counsel attended a full-day mediation
8 session before an experienced and well-respected mediator which resulted in the resolution of the case
9 on a class and representative basis. (Melmed FAM Decl., ¶ 30.) Eve Wagner is a well-respected and
10 widely-recognized mediator of complex class actions and commercial matters.

11 In addition, the parties are represented by skilled and experienced counsel with extensive
12 backgrounds in complex litigation and experience litigating similar wage and hour class actions.
13 (Melmed FAM Decl., ¶¶ 6–11.) The Settlement Agreement was reached after extensive investigation
14 and research, calculations and risk evaluation, substantial exchanges of documents, and Plaintiff's
15 counsel thorough factual investigation, sufficient to evaluate Defendants' defenses. (Melmed FAM
16 Decl., ¶ 31.) The Settlement Agreement came only after the case was thoroughly investigated by
17 Plaintiff's counsel. (Melmed FAM Decl., ¶ 31.) Plaintiff's counsel agree that this settlement is fair,
18 adequate, and reasonable, and in the best interests of Class Members, the State of California, and the
19 Aggrieved Employees. (Melmed FAM Decl., ¶ 31.)

20 **3. The Settlement Agreement is a Reasonable Compromise of Claims**

21 Although Plaintiff and Plaintiff's counsel believed the class claims had merit and that there was
22 a possibility of certifying the class and claims, they recognized the potential risk, expense, and
23 complexity posed by litigation, such as unfavorable decisions on class certification, summary
24 judgment, adverse outcomes at trial or on the damages awarded, and the potential for appeal that can
25 take several more years to litigate. (Melmed FAM Decl., ¶ 35.) The resulting Settlement Agreement
26 was based on calculations, risk assessment, and non-collusive negotiation. (Melmed FAM Decl., ¶ 33.)
27 It takes the risks identified above and others into account in arriving at the non-reversionary Gross
28 Settlement Amount of \$200,000.00. (Melmed FAM Decl., ¶ 33.)

1 The Settlement Agreement represents a fair compromise given the risks and uncertainties
2 presented by continued litigation. Defendants asserted and would have continued to assert legal and
3 factual grounds to defend against this action, including factual and legal defenses on the merits.
4 Moreover, continued litigation would be costly, time-consuming, and uncertain. In contrast, the
5 Settlement Agreement ensures timely relief and substantial recovery of the Defendants' realistic
6 exposure. (Melmed FAM Decl., ¶ 36.)

7 **4. The Risks Inherent in Continued Litigation are Great**

8 To assess the fairness, adequacy, and reasonableness of a class action settlement, the Court also
9 should consider “[t]he strength of Plaintiffs’ case, the risk, expense, complexity and likely duration of
10 further litigation, [and] the risk of maintaining class action status.” (*Dunk v. Ford Motor Co.*, *supra*,
11 48 Cal.App.4th 1794, 1801.) As described in the Preliminary Approval Motion and its accompanying
12 papers, Defendants had viable defenses to Plaintiff’s claims, which create a real possibility that the
13 claims might not be certified or may fail on the merits. (Melmed FAM Decl., ¶ 35.) Proceeding with
14 litigation would impose significant risk of no recovery as well as ongoing, substantial additional
15 expenditures of time and resources. (Melmed FAM Decl., ¶ 35.) If settlement were not achieved,
16 continued litigation of the claims would take substantial time and possibly confer little to no benefit on
17 Class Members, the State of California, or the Aggrieved Employees. By contrast, the settlement will
18 yield a prompt, certain, and substantial recovery, and benefits the Parties, the Court, the Class
19 Members, the State of California, and the Aggrieved Employees. (Melmed FAM Decl., ¶ 35.)

20 **5. Plaintiff’s Counsel are Experienced in Similar Wage-and-Hour Litigation**

21 The view of the attorneys actively conducting the litigation is entitled to significant weight in
22 deciding whether to approve the settlement. (*Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87
23 F.R.D. 15, 18; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128 [court must take
24 into account “the experience and view of counsel”], internal quotation and citation omitted.) Plaintiff’s
25 counsel are experienced in wage-and-hour class actions. Numerous state and federal courts have
26 certified them as adequate and competent class counsel in similar wage and hour class actions. (Melmed
27 FAM Decl., ¶¶ 6–11.) Plaintiff’s counsel believe that this settlement is fair, adequate, and reasonable,
28

1 and in the best interests of the Class Members, the State of California, and the Aggrieved Employees.
2 (Melmed FAM Decl., ¶ 5.)

3 **V. THE CLASS REPRESENTATIVE’S SERVICE AWARD IS FAIR, REASONABLE,**
4 **AND APPROPRIATE**

5 The Settlement Agreement provides for a service award payment of \$7,500 to the named
6 plaintiff in addition to whatever payment she is otherwise entitled to receive as a Class Member and
7 Aggrieved Employee. (Settlement Agreement, at p. 7.) The proposed service award is intended to
8 recognize the time, effort, and risk Plaintiff undertook in bringing this case and helping to secure the
9 relief obtained for the Class Members, the State of California, and the Aggrieved Employees. (See *Bell*
10 *v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 [upholding “service payment” to named
11 plaintiff for his efforts in bringing class case]; *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563
12 F.3d 948, 958–959 [stating that incentive awards are “intended to compensate class representatives for
13 work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing
14 the action, and, sometimes, to recognize their willingness to act as a private attorney general.”].) To
15 determine the propriety of a service award, courts consider the actions protecting class interests, the
16 benefit provided to the class based on those actions, and the amount of time and effort expended by the
17 plaintiff. (*Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 976–977.)

18 Plaintiff’s requested service awards serve to recognize Plaintiff’s time and efforts on behalf of
19 the Class Members, including time spent in meetings with the attorneys and the acceptance of the
20 financial risk in pursuing this litigation. (Melmed FAM Decl., ¶ 39.) The service award requested by
21 Plaintiff represents only 3.75% of the Gross Settlement Amount in this case ($\$7,500 \div \$200,000 \times 100$
22 $= 3.75\%$). Plaintiff provided invaluable assistance to Plaintiff’s counsel, the Class Members, the State
23 of California, and the Aggrieved Employees in this case, including providing factual background for
24 mediation and the operative complaint, reviewing the relevant documents, participating in numerous
25 phone calls with Plaintiff’s counsel, gathering highly relevant documents, and reviewing the settlement
26 documents. (Melmed FAM Decl., ¶ 39; Orozco Decl., ¶¶ 5–10.) Plaintiff agreed to participate in this
27 case with no guarantee of personal benefit. (Melmed FAM Decl., ¶ 39; Orozco Decl., ¶¶ 5–10.) Further,
28

1 Plaintiff agreed to undertake the financial risk of serving as class representative and exposed himself
2 to the risk of negative publicity by anyone who opposed this case. (*Ibid.*)

3 The service awards also fall within the range of service awards typically awarded to class
4 representatives in similar class actions. (See, e.g., *Bond v. Ferguson Enterprises, Inc.* (E.D. Cal., June
5 30, 2011, No. 1:09-CV-1662 OWW MJS) 2011 WL 2648879, at *6 [approving **\$11,250** service award
6 to each of the two class representatives in a trucker meal break class action]; *Ross v. U.S. Bank Nat.*
7 *Ass’n* (N.D. Cal., Sept. 29, 2010, No. C07-02951SI) 2010 WL 3833922, at *2 [approving **\$20,000**
8 enhancement award to class representative in California wage-and-hour class action settlement];
9 *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 482, 493 [approving service awards
10 in the amount of **\$10,000** each from a \$300,000 settlement fund in a wage/hour class action]; *West v.*
11 *Circle K Stores, Inc.* (E.D. Cal., Oct. 20, 2006, No. CIVS040438WBSGGH) 2006 WL 8458679, at *8
12 [“[T]he court finds plaintiffs’ enhancement payments of **\$15,000** each to be reasonable.”]; *Glass v.*
13 *UBS Financial Services, Inc.* (N.D. Cal., Jan. 26, 2007, No. C-06-4068 MMC) 2007 WL 221862, at
14 *17 [“the Court finds the requested payment of **\$25,000** to each of the named plaintiffs is appropriate.”],
15 emphasis added; *Garner v. State Farm Mut. Auto. Ins. Co.* (N.D. Cal., Apr. 22, 2010, No. CV 08 1365
16 CW EMC) 2010 WL 1687832, at *17 fn.8 [“Numerous courts in the Ninth Circuit and elsewhere have
17 approved incentive awards of **\$20,000** or more where, as here, the class representative has
18 demonstrated a strong commitment to the class”], emphasis added.) Finally, Plaintiff has agreed to enter
19 into a general release of all claims against Defendant, whereas the Class Members only released the claims
20 alleged. (Settlement Agreement, at pp. 11–12.) The requested service award is modest, fair, and
21 reasonable.

22 **VI. THE PROPOSED ATTORNEYS’ FEE ALLOCATION IS FAIR, REASONABLE,**
23 **AND APPROPRIATE**

24 Plaintiff’s counsel seek a fee award under the “common fund” doctrine. (See *Laffitte v. Robert*
25 *Half Internat. Inc.* (2016) 1 Cal.5th 480, 506 [reaffirming its approval of the use of a percentage of the
26 common fund to compensate counsel].) Plaintiff’s counsel are also entitled to fees under various
27 statutes at issue here, including, among others, Labor Code sections 218.5, 226, subdivision (e)(1),
28

1 1194.2, and 2699, subdivision (g)(1), all of which provide for reasonable attorneys’ fees to be recovered
2 by the prevailing party.

3 Specifically, Plaintiff’s counsel requests attorneys’ fees of \$66,666.67 (i.e., one-third of the
4 Gross Settlement Amount), as provided in the Settlement Agreement. (Settlement Agreement, at p. 7.)
5 As will be explained, this request is reasonable and appropriate under the common fund theory and is
6 supported by: (1) case law, (2) the high-quality of work performed by Plaintiff’s counsel, (3) the
7 excellent results achieved for the Class Members, (4) the risks inherent in the contingent nature of
8 Plaintiff’s counsel’s representation in this case, and (5) public policy considerations.

9 **A. PLAINTIFF’S COUNSEL ARE ENTITLED TO A FEE FROM THE**
10 **COMMON FUND CREATED**

11 As the California Supreme Court has made clear, one-third of the common fund is a reasonable
12 percentage for a trial court to award as attorneys’ fees in a class action where a common fund was
13 generated because of the case. (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 506
14 [“We therefore agree with the Court of Appeal below that ‘the percentage of fund method survives in
15 California class action cases, and the trial court did not abuse its discretion in using it, in part, to approve
16 the fee request [of one-third of the common fund] in this class action’”].) The California Supreme Court
17 further clarified that trial courts “have discretion to conduct a lodestar cross-check on a percentage fee,
18 as the court did here; they also retain the discretion to forgo a lodestar cross-check and use other means
19 to evaluate the reasonableness of a requested percentage fee.” (*Ibid.*)

20 It is well-established that, where a lawsuit results in the recovery of a fund or property benefiting
21 others, as well as plaintiff—as in a class action—the court has inherent equitable power to order the
22 plaintiff’s attorney fees to be paid out of the common fund or property. (See *Serrano v. Priest* (1977)
23 20 Cal.3d 25, 35; *D’Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1, 25 [“when a number of
24 persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for
25 the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be
26 awarded attorney’s fees out of the fund”]; *Quinn v. State of California* (1975) 15 Cal.3d 162, 168; *In*
27 *re Stauffer’s Estate* (1959) 53 Cal.2d 124, 132.) This “fee spreading” is premised on assuring that all
28 those benefitted by the litigation pay their fair share of the costs for obtaining the recovery. (See *Lealao*

1 *v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26; *Cziraki v. Thunder Cats, Inc.* (2003) 111
2 Cal.App.4th 552, 558.)

3 As mentioned above, Plaintiff's counsel are seeking a fee award under the "common fund"
4 doctrine. The common fund doctrine provides that "a litigant or a lawyer who recovers a common fund
5 for the benefit of persons other than himself or his client is entitled to reasonable attorneys' fees from
6 the fund as a whole." (*Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Vincent v. Hughes Air*
7 *West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; see also *Class Plaintiffs v. Jaffe & Schlesinger, P.A.* (9th
8 Cir. 1994) 19 F.3d 1306, 1308.) The doctrine is founded on the understanding that attorneys should
9 normally be paid by their clients, and that unless attorneys' fees are paid out of the common fund where
10 the attorneys' unnamed class member "clients" have no express retainer agreement, those who
11 benefited from the fund without contributing to those who created it would be unjustly enriched.
12 (*Boeing Co. v. Van Gemert, supra*, 444 U.S. 472, 478.)

13 In *Laffitte v. Robert Half Internat., Inc., supra*, 1 Cal.5th 480, the California Supreme Court
14 unequivocally held "that when class action litigation established a monetary fund for the benefit of the
15 class members, and the trial court in its equitable powers awards class counsel a fee out of that fund,
16 the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the
17 fund created" without considering the amount of hours expended on the case. (*Id.* at p. 503.) The court
18 further held that "[t]he recognized advantages of the percentage method—including relative ease of
19 calculation, alignment of incentives between counsel and the class, a better approximation of market
20 conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement
21 and avoid unnecessarily prolonging the litigation [citations]—convince us the percentage method is a
22 valuable tool that should not be denied our trial courts." (*Ibid.*)

23 Plaintiff's counsel's diligent litigation of this action resulted in the creation of an ascertainable
24 common fund that will substantially benefit the Class. Plaintiff's counsel's request for an award of one-
25 third of the Gross Settlement Amount is well within the range of awarded to counsel under similar
26 circumstances in litigation of this type. These requested amounts are unopposed by Defendants and not
27 objected to by any Class Member. (Admin. Decl., ¶ 9.) As this Settlement Agreement will result in the
28 recovery of a substantial fund benefiting all participating Class Members, the State of California, and

1 the Aggrieved Employees, this Court has inherent equitable power to order Plaintiff's counsel's fees
2 and costs to be paid out of the Gross Settlement Amount, pursuant to the common fund theory.

3 **B. COURTS ROUTINELY AWARD ATTORNEYS' FEES AT OR ABOVE**
4 **THOSE REQUESTED HERE**

5 The negotiated and unopposed fee award should also be approved because it is within the
6 approved range of appropriate awards of attorneys' fees in similar wage and hour class action cases in
7 California. (See, e.g., *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 482, 491–492
8 [citing to five recent wage and hour class actions where federal district courts approved attorney fee
9 awards ranging from 30 to 33%]; *Singer v. Becton Dickinson and Co.* (S.D. Cal., June 1, 2010, No. 08-
10 CV-821-IEG (BLM)) 2010 WL 2196104, at *8 [approving attorney fee award of 33.33% of the
11 common fund and noting that award was similar to awards in three other wage and hour class action
12 cases where fees ranged from 30.3% to 40%]; *Martin v. FedEx Ground Package System, Inc.* (N.D.
13 Cal., Dec. 31, 2008, No. C 06-6883 VRW) 2008 WL 5478576, at *8 [meal break class action where
14 the federal district court approved attorneys' fees of one-third of common fund]; *Romero v. Producers*
15 *Dairy Foods, Inc.* (E.D. Cal., Nov. 14, 2007, No. 1:05CV0484 DLB) 2007 WL 3492841, at *4
16 [approving fees at one-third of the common fund in a missed meal break class action and noting that
17 fee awards in class actions average around one-third of the recovery]; *Williams v. TriCap International*
18 *LLC* (Final Approval Order, March 7, 2019) LASC No. BC644383 [awarding one-third of gross
19 settlement amount]; *Stuart v. Radioshack Corp.* (N.D. Cal., Aug. 9, 2010, No. C-07-4499 EMC) 2010
20 WL 3155645, at *6 [noting that a fee award of one-third of the settlement was “well within the range
21 of percentages which courts have upheld as reasonable in other class action lawsuits”]; *McCrary v.*
22 *Elations Company, LLC* (C.D. Cal., Feb. 25, 2016, No. EDCV130242JGBSPX) 2016 WL 769703, at
23 *10 [noting that most fee awards are 33%]; *Boyd v. Bank of America Corp.* (C.D. Cal., Nov. 18, 2014,
24 No. SACV 13-0561-DOC) 2014 WL 6473804, at *12 [finally approving a 33.34% fee award on a
25 \$5,800,000 settlement].)

26 Thus, a fee in the amount of one-third of the common fund is fair and reasonable as it falls
27 squarely within the range of fee awards approved by courts in similar wage-and-hour matters. (See
28 *Stuart v. Radioshack Corp.* (N.D. Cal., Aug. 9, 2010, No. C-07-4499 EMC) 2010 WL 3155645, at *6

1 [approving fee award of one-third of the total maximum settlement amount of \$4.5 million and noting
2 that the fee award of one-third of the total settlement was “well within the range of percentages which
3 courts have upheld as reasonable in other class action lawsuits”]; *Monterrubio v. Best Buy Stores, L.P.*
4 (E.D. Cal., Nov. 20, 2013, No. 2:11-CV-03270-MCE-AC) 2013 WL 12432761, at *12 [finally
5 approving fee award of 30%]; *Singer v. Becton Dickinson and Co.* (S.D. Cal., June 1, 2010, No. 08-
6 CV-821-IEG (BLM)) 2010 WL 2196104, at *8 [approving fee award of 33.33% of the common fund];
7 *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal., Nov. 14, 2007, No. 1:05CV0484 DLB) 2007 WL
8 3492841, at *4 [awarding fees of one-third of common fund in a wage and hour class action, noting:
9 “[f]ee awards in class actions average around one-third of the recovery”]; *Martin v. FedEx Ground*
10 *Package System, Inc.* (N.D. Cal., Dec. 31, 2008, No. C 06-6883 VRW) 2008 WL 5478576, at *8
11 [approving attorneys’ fees of one-third of common fund].)

12 **C. THE HIGH QUALITY OF WORK AND EXCELLENT RESULT OBTAINED**
13 **SUPPORT THE AWARD**

14 In addition to the fact that a benefit was created with a significant common fund, the fairness
15 of the requested fee award of one-third of that common fund is supported by the high quality of work
16 performed by Plaintiff’s counsel and the favorable result obtained for the Class Members and
17 Aggrieved Employees given the significant challenges faced by Plaintiff in this action.

18 Plaintiff’s counsel diligently, efficiently, and creatively pursued this case and promptly reached
19 a successful settlement for the benefit of the Class Members. Despite the numerous risks and obstacles
20 afflicting Plaintiff’s claims as detailed in the Preliminary Approval Motion and its accompanying
21 papers, Plaintiff’s counsel crafted and negotiated a fair and reasonable Settlement Agreement for the
22 benefit of the Class Members. The fact that the settlement was embraced and supported by the Class
23 Members, as evidenced by the complete lack of any objections, clearly demonstrates that the Class
24 Members support the Settlement Agreement and results achieved by Plaintiff’s counsel through the
25 litigation of this matter. (Admin. Decl., ¶ 9.)

26 As a result of this litigation, the Class Members, the State of California, and the Aggrieved
27 Employees all stand to receive a significant Net Settlement Amount of **\$79,383.33**.
28

**D. THE CONTINGENT NATURE OF PLAINTIFF’S COUNSEL’S
REPRESENTATION OF PLAINTIFF AND THE CLASS MEMBERS
FURTHER SUPPORTS THE FEE AWARD AT ONE-THIRD OF THE
MAXIMUM COMMON FUND**

An additional factor militating in favor of the granting of the requested fee award is the fact that this case was both legally and financially risky for Plaintiff’s counsel, who accepted this representation on a contingency basis. (See *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1048–1049 [noting that “[r]isk is a relevant circumstance” when considering attorneys’ fees].) Specifically, there was the prospect of enormous cost inherent in class action litigation, and the many additional risks, discussed at length in Plaintiff’s Preliminary Approval Motion and its accompanying papers. Those risks included the risk of the Court not certifying the class because common issues do not predominate; the risk of Defendants prevailing on the merits; the risk that a court may not award the damages or penalties sought; difficulties in establishing bad faith; and the difficulty in proving a sustainable injury. In light of these risks, the chances of recovery were far from certain.

This risk further justifies the requested fee award. As explained by the California Supreme Court, “[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.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1133, quotation marks omitted; see also *Crommie v. State of Cal., Public Utilities Com’n* (N.D. Cal. 1994) 840 F.Supp. 719, 725 [“The purpose of contingent risk inquiry is to determine a fee that is likely to entice competent counsel to undertake difficult public interest cases.”].)

Finally, the absence of any objections to the requested fee award, coupled with the 100% Class participation rate, also supports the appropriateness and reasonableness of the requested attorneys’ fees. (Admin. Decl., ¶¶ 5, 12; *In re Heritage Bond Litigation* (C.D. Cal., June 10, 2005, No. 02-ML-1475 DT) 2005 WL 1594403, at *21 [“The absence of objections or disapproval by class members to Plaintiffs’ counsel’s fee further supports finding the fee request reasonable.”].)

1 **E. PUBLIC POLICY CONSIDERATIONS REQUIRE THE AWARD OF**
2 **ADEQUATE FEES SO COMPETENT AND EXPERIENCED COUNSEL WILL**
3 **UNDERTAKE SUCH REPRESENTATIONS**

4 In many complex actions such as this one, able counsel for plaintiffs can be retained only on a
5 contingent basis. A large segment of the public would be denied a remedy and the ability to retain
6 counsel to pursue low value individual claims in actions such as the current case if fees awarded by the
7 courts in successful cases did not fairly and adequately compensate counsel for the services provided,
8 the serious risks undertaken, and the delay before any compensation is received.

9 Fair fee awards in successful cases ensure that competent legal services will be available. The
10 complexity and societal importance of this type of litigation calls for the most able counsel obtainable
11 for plaintiffs. To encourage first-rate attorneys to represent plaintiffs on a contingent basis in this type
12 of important litigation, attorneys' fees awarded should reflect this goal. In its landmark decision,
13 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, a unanimous Supreme Court noted:

14 “Thirty years ago commentators, in urging the utility of the class suit to vindicate the
15 rights of stockholders, made this incisive observation: ‘Modern society seems
16 increasingly to expose men to . . . group injuries for which individually they are in a
17 poor position to seek legal redress, either because they do not know enough or because
18 such redress is disproportionately expensive. If each is left to assert his rights alone if
19 and when he can, there will at best be a random and fragmentary enforcement, if there
20 is any at all. This result is not only unfortunate in the particular case, but it will operate
21 seriously to impair the deterrent effect of the sanctions which underlie much
22 contemporary law. The problem of fashioning an effective and inclusive group remedy
23 is thus a major one.’ [Citation.]” (*Vasquez v. Superior Court, supra*, 4 Cal.3d 800, 807.)
24

25 The same rationale applies to this litigation. The express judicial policy of California is to favor
26 the maintenance of these types of representative actions. (See, e.g., *Sav-On Drug Stores, Inc. v.*
27 *Superior Court* (2004) 34 Cal.4th 319, 340; *Pearce v. Superior Court* (1983) 149 Cal.App.3d 1058,
28

1 1065; *Kraus v. Trinity Management Services, Inc.* (2000) 23 Cal.4th 116, 126.) As recognized by the
2 California Supreme Court in *Sav-On Drug Stores, Inc.*:

3 “Considerations of sound public policy buttress our conclusion. Labor Code section
4 1194 confirms ‘a clear public policy . . . that is specifically directed at the enforcement
5 of California’s minimum wage and overtime laws for the benefit of workers.’ [Citation.]
6 As defendant’s own authority reminds us, California’s overtime laws are remedial and
7 are to be construed so as to promote employee protection. [Citation.] And, as we have
8 recognized, ‘this state has a public policy which encourages the use of the class action
9 device.’ [Citation.] “‘By establishing a technique whereby the claims of many
10 individuals can be resolved at the same time, the class suit both eliminates the possibility
11 of repetitious litigation and provides small claimants with a method of obtaining redress
12 for claims which would otherwise be too small to warrant individual litigation.’”
13 [Citation.]” (*Sav-On Drug Stores, Inc. v. Superior Court, supra*, 34 Cal.4th 319, 340.)
14

15 One of the purposes for awarding fees in such a situation is:

16 “[E]ncouragement of the attorney for the successful litigant, who will be more willing
17 to undertake and diligently prosecute proper litigation for the protection of recovery of
18 the fund if he is assured that he will be promptly and directly compensated should his
19 efforts be successful.” (*In re Stauffer’s Estate* (1959) 53 Cal.2d 124, 132.)
20

21 Conversely, a reduction in attorneys’ fees due to the size of the settlement in this case would
22 create perverse incentives for class action attorneys—effectively penalizing them for obtaining more
23 favorable results on behalf of the class. (*Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th
24 19, 52 [“counsel should be rewarded, not punished, for helping to achieve that goal”].) Public policy
25 would be best served by encouraging class action attorneys to recover the greatest amount reasonably
26 possible on behalf of the injured class members. (*Id.* at p. 53 [“[Fee] awards that are too small can also
27 be problematic, as they chill the private enforcement essential to the vindication of many legal rights
28 and obstruct the representative actions that often relieve the courts of the need to separately adjudicate

1 numerous claims.”].) The award of attorneys’ fees as requested by Plaintiff’s counsel would properly
2 reward Plaintiff’s counsel’s efforts in advancing a clear public policy and would encourage additional
3 such efforts.

4 These important public policy considerations support the Court’s approval of the fee requested.

5 **F. THE LODESTAR MULTIPLIER APPROACH CONFIRMS THE**
6 **REASONABLENESS OF THE FEE REQUEST**

7 A lodestar cross-check further confirms that the percentage requested is patently reasonable.
8 The “lodestar-multiplier” is an alternative accepted approach of evaluating the reasonableness of
9 attorneys’ fees whereby the court computes the “lodestar” amount by multiplying the number of hours
10 reasonably expended by each attorney or legal staff member by their hourly rates, and then enhances
11 this lodestar figure by a “multiplier” to account for a range of factors, such as the novelty or difficulty
12 of the case, its contingent nature, and the degree of success achieved. (See *PLCM Group v. Drexler*
13 (2000) 22 Cal.4th 1084, 1095–1096; *Press v. Lucky Stores, Inc.* (1983) 34 Cal.3d 311, 322; *Serrano v.*
14 *Priest, supra*, 20 Cal.3d 25, 48–49.) As noted, using the loadstar approach, the court first computes the
15 reasonable market value of the service rendered. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138, fn.
16 3.) The first step is to calculate the lodestar, which is determined by multiplying the time spent by the
17 attorneys and other timekeepers by their reasonable hourly rates. (*Id.* at p. 1132.)

18 When a court adopts the “lodestar multiplier” method, after initially calculating the combined
19 total lodestar, the court may then adjust the lodestar based on several factors in order to “fix a fee at
20 the fair market value for the particular action.” (*Id.* at p. 1132; *Graham v. DaimlerChrysler Corp.*
21 (2004) 34 Cal.4th 553, 574.) As noted, these additional factors include the contingent risk of the
22 litigation, the novelty and complexity of the issues, and exceptional results obtained. (*Ketchum v.*
23 *Moses, supra*, 24 Cal.4th at p. 1132; *Serrano v. Priest, supra*, 20 Cal.3d at p. 48.)

24 A lodestar calculation need not be supported by detailed time records. (*Wershba v. Apple*
25 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 255 [“California case law permits fee awards in the absence
26 of detailed time sheets”], disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc.*
27 (2018) 4 Cal.5th 260.) Declarations by counsel as to time spent, even if only estimates, are enough.
28 (See *Wershba v. Apple Computer, Inc., supra*, 91 Cal.App.4th at pp. 254–255 [“Here plaintiff’s

1 attorneys submitted declarations evidencing the reasonable hourly rate for their services and
2 establishing the number of hours spent working on the case”]; see also *Dunk v. Ford Motor Co.*, *supra*,
3 48 Cal.App.4th 1794, 1810 [stating that lodestar calculation could be based on counsel’s estimate of
4 time spent]; *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 698 [“It is well established
5 that ‘California courts do not require detailed time records, and trial courts have discretion to award
6 fees based on declarations of counsel describing the work they have done and the court’s own view of
7 the number of hours reasonably spent. [Citations]’”].)

8 As set forth above, Plaintiff’s counsel are not requesting attorneys’ fees under the lodestar
9 multiplier approach. Nevertheless, Plaintiff’s counsel in their declaration have provided a summary of
10 the hours they expended throughout the course of the litigation, including drafting and filing of the
11 complaint, defending the pleadings, engaging in discovery, preparing damages analyses, reviewing the
12 formal and informal discovery, preparing and negotiating the settlement agreement, preparing the class
13 notice, preparing papers for and moving for preliminary approval (including supplemental briefing),
14 preparing papers and moving for final approval, and attorneys’ fees, amongst other things.

15 To date, Plaintiff’s counsel’s lodestar to date is \$58,614.80 after collectively expending 96
16 hours on this matter. (Melmed FAM Decl., ¶ 55.) Thus, the fees sought here reflect a lodestar multiplier
17 of only 1.137 (i.e., \$66,666.67 ÷ \$58,614.80). Moreover, it is anticipated that Plaintiff’s counsel will
18 expend time which cannot yet be accounted for in the hours in Plaintiff’s counsel’s declaration.
19 (Melmed FAM Decl., ¶ 59.) Therefore, the unadjusted lodestar will increase and the multiplier will
20 decrease by the conclusion of this matter.

21 Historically, courts in California have commonly approved multipliers between two and four.
22 (See, e.g., *Steiner v. American Broadcasting Co., Inc.* (9th Cir. 2007) 248 Fed.Appx. 780, 783
23 [multiplier of 6.85 “falls well within the range of multipliers that courts have allowed”]; *Sternwest*
24 *Corp. v. Ash* (1986) 183 Cal.App.3d 74, 76 [directing the trial court “to enhance the lodestar award by
25 such factor (two, three, four or otherwise) that the court, in its discretion shall deem proper”]; *Van*
26 *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 298 [“Multipliers in the 3–4 range
27 are common in lodestar awards for lengthy and complex class action litigation.”]; *Vizcaino v. Microsoft*
28 *Corp.* (9th Cir. 2002) 290 F.3d 1043, 1052 [appendix listing numerous cases with multipliers exceeding

1 the multiplier at issue here, and even up to a multiplier of 19.6]; *Wershba v. Apple Computer, Inc.*
2 (2001) 91 Cal.App.4th 224, 255 [“Multipliers can range from 2 to 4 or even higher.”].) The fact that
3 Plaintiff’s counsel’s lodestar multiplier falls in the lower range of those approved by Courts further
4 confirms the reasonableness of the fee request.

5 **VII. PLAINTIFF’S COUNSEL SHOULD BE REIMBURSED FOR THEIR EXPENSES**

6 Under the common fund method, the attorneys representing the class members are permitted to
7 recover their litigation costs and expenses from the common fund. (See *Serrano v. Priest* (1977) 20
8 Cal.3d 25, 35 [common fund doctrine permits recovery of fees and costs from the fund]; *Rider v.*
9 *County of San Diego* (1992) 11 Cal.App.4th 1410, 1424, fn. 6 [costs are recoverable from the common
10 fund “[o]f necessity, and for precisely the same reasons discussed above with respect to the recovery
11 of attorneys’ fees by . . . [Plaintiffs’] attorneys”]; *Melendres v. City of Los Angeles* (1975) 45
12 Cal.App.3d 267, 277.) In fact, this is true for whatever method is chosen by the Court to calculate
13 attorneys’ fees: Plaintiff’s counsel is entitled to recover “those out-of-pocket expenses that would
14 normally be charged to a fee-paying client.” (*Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19.)

15 Accordingly, Plaintiff’s counsel further request that, in addition to awarding them reasonable
16 attorneys’ fees, the Court grant their application for reimbursement of the reasonable out-of-pocket
17 expenses advanced, incurred and expected to be incurred by counsel representing Plaintiff in
18 connection with the prosecution of this litigation in the amount of \$18,000.00, which is less than the
19 actual out-of-pocket expenses borne by Plaintiff’s counsel in this case. (Settlement Agreement, at pp.
20 7–8; Melmed FAM Decl., ¶¶ 41–43, Exh. 2.) Plaintiff’s counsel has documented and verified these
21 costs and expenses for which counsel seeks reimbursement. (Melmed FAM Decl., ¶¶ 41–43, Exh. 2.)
22 All these costs were necessarily incurred in the course of this hard-fought litigation and would have
23 been charged to a fee-paying client. No Class member objected to an award of costs to Plaintiff’s
24 counsel. Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses advanced
25 and/or incurred is appropriate and justified as part of the overall Settlement Agreement and should be
26 awarded by the Court.

27 **VIII. SETTLEMENT ADMINISTRATION COSTS**

28 The parties agreed that the Settlement Administrator, ILYM Group, Inc., would be

1 compensated for services performed. (Settlement Agreement, at p. 15.) The Settlement
2 Administrator's requested fee is \$8,450.00. (Admin. Decl., ¶ 16.)

3 **IX. SUBMISSION TO THE LWDA**

4 The Settlement Agreement and this motion have been concurrently submitted to the LWDA
5 pursuant to Labor Code section 2699, subdivision (1)(2). (Melmed FAM Decl., ¶ 65.)

6 **X. CONCLUSION**

7 Plaintiff respectfully submits that the Settlement Agreement is fair, adequate, and reasonable,
8 and merits final approval.

9 Dated: September 14, 2023

MELMED LAW GROUP P.C.

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11 

12 **KYLE D. SMITH**

13 Attorney for Plaintiff, the Preliminarily-Approved
14 Class, and the Aggrieved Employees
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