

1 DAVID A. ROSENFELD, Bar No. 058163  
2 CAREN P. SENCER, Bar No. 233488  
3 WEINBERG, ROGER & ROSENFELD  
4 A Professional Corporation  
5 1375 55th Street  
6 Emeryville, California 94608  
7 Telephone (510) 337-1001  
8 Fax (510) 337-1023  
9 E-Mail: courtnotices@unioncounsel.net  
10 drosenfeld@unioncounsel.net  
11 csencer@unioncounsel.net

12 Attorneys for Plaintiffs RALPH GRAY, JR.; DAVID JARRELL;  
13 ROBERT MILLEMAN; ORVILLE OSBORNE; JEFFREY  
14 SNYDER; and DENNIS SPOHR and the certified classes

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SONOMA

12 RALPH GRAY, JR.; DAVID JARRELL;  
13 ROBERT MILLEMAN; ORVILLE  
14 OSBORNE; JEFFREY SNYDER; and  
15 DENNIS SPOHR on behalf of themselves  
16 and other similarly situated,

17 Plaintiffs,

18 v.

19 HANSEL FORD, INC.,

20 Defendant.

CASE NO.: SCV258850

*Assigned for all purposes to the  
Honorable Patrick Broderick, Dept. 16*

**PLAINTIFFS' MEMORANDUM OF  
POINTS AND AUTHORITIES IN  
SUPPORT OF UNOPPOSED MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT**

*[Memorandum of Points of Authorities; Notice  
of Motion; Declaration of Tim Cunningham;  
and Proposed Order filed concurrently  
herewith]*

Date: December 15, 2021  
Time: 3:00 pm  
Dept: 16

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Complaint Filed: May 24, 2016  
Trial Date: None

## TABLE OF CONTENTS

|                                                                                                                        | <u>Page</u> |
|------------------------------------------------------------------------------------------------------------------------|-------------|
| I. SUMMARY OF MOTION.....                                                                                              | 4           |
| II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND .....                                                                    | 5           |
| III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN FOR<br>DISTRIBUTION .....                                                | 7           |
| IV. THE SETTLEMENT ADMINISTRATION PROCESS .....                                                                        | 9           |
| V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE<br>CLASS ACTION SETTLEMENT .....                                       | 10          |
| A. THE SETTLEMENT RESULTED FROM ARM'S-LENGTH<br>NEGOTIATIONS BASED UPON EXTENSIVE<br>INVESTIGATION AND DISCOVERY ..... | 11          |
| B. THE RISKS INHERENT IN CONTINUED LITIGATION<br>FAVOR FINAL APPROVAL OF THE SETTLEMENT .....                          | 13          |
| C. THE SETTLEMENT IS FAIR, REASONABLE, AND<br>ADEQUATE.....                                                            | 14          |
| D. THE CLASS WAS REPRESENTED BY COMPETENT<br>COUNSEL .....                                                             | 15          |
| E. THERE ARE NO OBJECTIONS TO THE SETTLEMENT .....                                                                     | 16          |
| VI. THE ATTORNEYS' FEES AWARD REQUESTED BY CLASS<br>COUNSEL IS FAIR AND REASONABLE AND SHOULD BE<br>APPROVED .....     | 16          |
| A. LEGAL STANDARD FOR ATTORNEYS' FEES IN A<br>CLASS ACTION SETTLEMENT. ....                                            | 16          |
| VII. COSTS TO BE REIMBURSED TO CLASS COUNSEL ARE FAIR<br>AND REASONABLE AND SHOULD BE APPROVED .....                   | 18          |
| VIII. THE ADMINISTRATION COSTS ARE FAIR AND REASONABLE<br>AND SHOULD BE APPROVED .....                                 | 18          |
| IX. THE REQUESTED ENHANCEMENT PAYMENTS ARE FAIR AND<br>REASONABLE, AND SHOULD BE APPROVED .....                        | 19          |
| X. CONCLUSION.....                                                                                                     | 20          |

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
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24  
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26  
27  
28

**TABLE OF AUTHORITIES**

**Page**

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*In re American Bank Note Holographics, Inc., Securities Litigation*  
(S.D.N.Y. 2001) 127 F.Supp.2d 418.....15

*Van Vranken v. Atlantic Richfield Co.*  
(N.D. Cal. 1995) 901 F.Supp. 294 .....19

*Vizcaino v. Microsoft*  
(9th Cir. 2002) 290 F.3d 1043 .....17

**State Cases**

*7-Eleven Owners for Fair Franchising v. Southland Corp.*  
(2000) 85 Cal.App.4th 1135 .....10, 16

*Cellphone Termination Fee Cases*  
(2009) 180 Cal.App.4th 1110 ..... 15

*Chavez v. Netflix, Inc.*  
(2008) 162 Cal.App.4th 43 .....10, 11

*Dunk v. Ford Motor Co.*  
(1996) 48 Cal.App.4th 1794 .....10, 16, 17

*Ketchum v. Moses*  
(2001) 24 Cal.4th 1122 .....16

*Laffitte v. Robert Half Int’l Inc.*  
(2016) 1 Cal.5th 480 .....17

*Lealao v. Beneficial Cal., Inc.*  
(2000) 82 Cal.App.4th 19 .....16, 17

*Wershba v. Apple Computer, Inc.*  
(2001) 91 Cal.App.4th 224 .....10, 11, 16

**State Statutes**

Cal. Bus. & Prof. Code §§ 17200, *et seq.* .....6

Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* .....4,6

**Regulations**

IWC Wage Order, California Code Regulations, Title 8 § 11010, *et seq.*.....11

**Other Authorities**

Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47.....15

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF MOTION**

3 Plaintiffs Ralph Gray, Jr., David Jarrell, Robert Milleman, Orville Osborne, Jeffrey  
4 Snyder, and Dennis Spohr seek final approval of (1) the Gross Settlement amount of  
5 \$1,350,000.00 and by separate, concurrently filed motion (2) attorneys' fees in the amount of  
6 \$388,253.00 and reimbursement of litigation costs and expenses in the amount of \$55,823.43  
7 (together, "Attorneys' Fees and Litigation Costs") to Weinberg, Roger & Rosenfeld ("Class  
8 Counsel"); (3) Administration Costs in the amount of \$7,500.00 to CPT Group, Inc. ("Claims  
9 Administrator" or "CPT Group"); (4) Enhancement Payments in the amount of \$3,000.00 each to  
10 Plaintiffs Ralph Gray, Jr., David Jarrell, Robert Milleman, Orville Osborne, Jeffrey Snyder, and  
11 Dennis Spohr, for a combined amount of \$18,000.00; and allocation of \$2,500.00 of \$10,000.00  
12 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et*  
13 *seq.* ("PAGA Penalties). Defendant Hansel Ford, Inc. shall separately remit \$7,500.00 to the  
14 Claims Administrator for the remaining PAGA Penalties.

15 Plaintiffs seek relief on behalf of the following Settlement Class Members:

16 All current and former technicians or mechanics who were employed by Hansel  
17 Ford, Inc. within the State of California during the time period from May 24, 2012  
18 to August 4, 2021 ("Settlement Class Members").<sup>1</sup>

19 This matter involved ongoing investigation, extensive discovery, review and analysis of a  
20 large volume of documents and data prior to and during mediation conducted by Michael J. Loeb  
21 on December 9, 2020, and extensive settlement negotiations.

22 Plaintiffs move for final approval of the Enhancement Payments in the amount of  
23 \$18,000.00 to each of them, to compensate Plaintiffs for the time and effort that they expended  
24 spearheading this lawsuit on behalf of the Settlement Class Members. Details supporting this  
25 request are found in the concurrently filed Motion for Attorneys' Fees, Litigation Costs, and  
26 Named Plaintiff Enhancements. Plaintiffs also move for final approval of the payment to the  
27 Claims Administrator in the amount of \$7,500.00 for Administration Costs. Plaintiffs further also

28 <sup>1</sup> Declaration of Caren P. Sencer in Support of Motion for Attorneys' Fees, Litigation Costs, and  
Class Representative Enhancements ("Sencer Decl."), Exhibit A - Joint Stipulation and  
Settlement Agreement of Class Action and PAGA Claims, ¶ I(F).

1 move for final approval of the allocation of \$2,500.00, which represents 25% of \$10,000.00 paid  
2 for PAGA Penalties, from which \$7,500.00 will be paid to the California Labor Workforce and  
3 Development Agency (“LWDA”) by Defendant Hansel Ford, Inc. (“LWDA Payment”).  
4 \$2,500.00 will be part of the Net Settlement Amount that will be distributed to Settlement Class  
5 Members who, because none submitted a timely and valid request to be excluded from the  
6 Settlement, are each “Participating Class Members”.

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

13 The Settlement is fair, adequate, and reasonable, and is the product of arm’s-length good-  
14 faith negotiations by experienced counsel presided over by a highly-regarded mediator who is  
15 experienced in mediating wage-and-hour class action lawsuits. Accordingly, the Court should  
16 grant final approval of the Settlement, and award Attorneys’ Fees and Litigation Costs,  
17 Enhancement Payments, and Administration Costs, and PAGA Penalties in the amounts as fully  
18 disclosed to the Settlement Class Members and as requested herein. The briefing and motions  
19 have been separated with Attorneys’ Fees, Litigation Costs , and Enhancement Payments filed  
20 separately as contemplated by the Court’s August 4, 2021 Order.

## 21 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

22 Defendant Hansel Ford, Inc. is a car dealership which also employs mechanics or  
23 technicians—both terms are used—to provide vehicle repair and maintenance services. (Sencer  
24 Decl., ¶ 5.) Plaintiffs Ralph Gray, Jr., David Jarrell, Robert Milleman, Orville Osborne, Jeffrey  
25 Snyder, and Dennis Spohr, are current and former technicians who worked for Defendant  
26 beginning as early as 1983.

27 Plaintiffs filed a class action complaint in Sonoma County Superior Court on May 24,  
28 2016, against Defendant alleging various wage and hour violations on behalf of all current and

1 Settlement Period, from the Net Settlement Fund.

2 Second, dividing the remaining amount of the Net Settlement Amount into four  
3 Settlement Sub-Funds:

4 (i) The First Period (“DTLA Period”) – May 24, 2012 through June 30, 2013:

5 Thirty Three percent (33%) of the Net Settlement Fund;

6 (ii) The Second Period – Between July 1, 2013 through December 31, 2015:

7 Fifteen percent (15%) of the Net Settlement Fund;

8 (iii) The Third Period – Between January 1, 2016 and Approval:

9 Forty percent (40%) of the Net Settlement Fund.

10 (iv) Separated Employees: Twelve percent (12%) of the Net Settlement Fund.

11 The Claims Administrator has assigned to each Class Member up to four “Settlement  
12 Ratios” which are a fractional number used to calculate each Participating Class Members’ pro  
13 rata share of each of the four Settlement Sub-Funds. Only class members who were paid in whole  
14 or in part on a piece rate or productivity basis are entitled to a portion of the Settlement Ratios out  
15 of the First, Second and Third Sub-Funds. Each Class Member’s “Settlement Ratios” is calculated  
16 as a ratio between the number of Work Weeks of the individual Class Member in the period to the  
17 number of Work Weeks of all Class Members in the period. This calculation was performed for  
18 each of the three periods. For Separated Employees, each Class Member separated from  
19 employment with Defendant will receive an equal share of the Net Settlement Funds allocated to  
20 the sub-fund. The Participating Class Member’s Settlement Share is a sum of their share of each  
21 of the four sub-funds.

22 Participating Class Members had forty-five (45) calendar days after the initial mailing of  
23 the Notice to Settlement Class Members to dispute the number of Eligible Workweeks credited to  
24 each of them, opt out of the Settlement, and/or object to the Settlement (“Response Deadline”).  
25 The Response Deadline was October 25, 2021. (Declaration of Tim Cunningham in Support of  
26 Motion for Final Approval of Class Action Settlement (“Cunningham Decl.”), ¶ 6.) The Claims  
27 Administrator has not received any written requests for exclusion from the Settlement (“Requests  
28 for Exclusion”) or objections to the Settlement (“Objections”) from Settlement Class Members.

1 valid Request for Exclusion, and are therefore, deemed to be Participating Class Members.  
2 (Cunningham Decl., ¶ 10.) Pursuant to the terms of the Settlement, the Net Settlement Amount of  
3 approximately \$880,423.57 will be distributed to Participating Class Members in accordance with  
4 the terms of the Settlement, the highest settlement amount is estimated to be \$27,566.98 and the  
5 average settlement amount is estimated to be \$8,077.28. (Cunningham Decl., ¶ 12.)

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

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

11 the strength of plaintiffs' case, the risk, expense, complexity and likely duration of  
12 further litigation, the risk of maintaining class action status through trial, the  
13 amount offered in settlement, the extent of discovery completed and the stage of  
14 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.

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

20 The proponent of the settlement has the burden to show that it is fair and reasonable.  
21 *Wershba, supra*, 91 Cal.App.4th at p. 245. At the final approval stage, a presumption of fairness  
22 exists where, as here: "(1) the settlement is reached through arm's-length bargaining; (2)  
23 investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3)  
24 counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk,*  
25 *supra*, 48 Cal.App.4th at p. 1802. In reviewing a class settlement, the court need not reach any  
26 ultimate conclusions on the issues of fact and law that underlie the merits of the dispute. *7-Eleven*  
27 *Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146. The inquiry  
28 is not whether the settlement agreement is the best one that class members could have possibly

1 obtained, but whether the settlement, taken as a whole, is “fair, adequate, and reasonable.”  
2 *Chavez, supra*, 162 Cal.App.4th at p. 55. A settlement need not obtain 100 percent of the  
3 damages sought in order to be fair, reasonable, and ultimately, meaningful. *Wershba, supra*, 91  
4 Cal.App.4th at p. 251. Even if the proposed settlement affords relief that is substantially narrower  
5 than it would be if the case were to be successfully litigated, that is no bar to a class settlement  
6 because the public interest may indeed be served by a voluntary settlement in which each side  
7 gives ground in the interest of avoiding prolonged litigation. *Id.*

8           **A.     THE SETTLEMENT RESULTED FROM ARM’S-LENGTH**  
9           **NEGOTIATIONS BASED UPON EXTENSIVE INVESTIGATION AND**  
10           **DISCOVERY**

11           The parties actively litigated the case since it was commenced on May 24, 2016. Counsel  
12 for the parties used the pre-mediation time period to investigate the veracity, strength, and scope  
13 of the claims, and also to prepare the matter for class certification and trial. The parties conducted  
14 significant discovery and investigation into the facts of the case, and also exchanged information  
15 and data in preparation for mediation. Class Counsel also interviewed and obtained information  
16 from Plaintiffs and Settlement Class Members, including and not limited to the names of potential  
17 witnesses, and reviewed and analyzed large volumes of documents and data produced by  
18 Defendant and obtained through other sources. The documents and data reviewed and analyzed  
19 by Class Counsel included, and were not limited to, employment records of Plaintiffs and other  
20 Settlement Class Members, sampling of time records and earning statements, Employee  
21 Handbook, IWC Wage Order postings, employment agreements, and Defendant’s operations and  
22 employment practices, procedures, and policies, among other documents and data. Class Counsel  
23 researched applicable law, developed damages/valuation models in preparation for mediation, and  
24 met and conferred with Defendant’s counsel on numerous occasions, e.g., to discuss issues  
25 relating to the pleadings, case management, discovery, and production of documents and data  
26 prior to mediation.

27           The parties engaged in an unsuccessful mediation before retired Judge Ronald Sabraw in  
28 April 2017. The parties engaged in informal settlement discussion after that attempt and while  
engaging in on-going discovery and motion practice. After conducting significant discovery and

1 investigation into the facts of the case, the parties participated in a second formal, full-day  
2 mediation conducted by Michael J. Loeb., a well-regarded mediator experienced in mediating  
3 complex labor and employment matters. Prior to and during mediation and settlement  
4 discussions, the parties exchanged information and data, and discussed various aspects of the  
5 case, including and not limited to, the risks and delays of further litigation, the risks and expenses  
6 to the parties of proceeding with class certification and trial, the law relating to wage-and-hour  
7 enforcement, the evidence produced and analyzed, and the possibility of appeals, among other  
8 things. During all settlement discussions, the parties conducted their negotiations at arm's length  
9 in an adversarial position. Arriving at a settlement that was acceptable to the parties was not easy.  
10 Defendant and its counsel felt very strongly about Defendant's ability to prevail on the merits and  
11 to obtain a denial of class certification, while Plaintiffs and Class Counsel believed that class  
12 certification would be obtained, and Plaintiffs would prevail at trial. After conducting significant  
13 discovery and investigations, extensive settlement negotiations, and with the aid of the mediator's  
14 evaluation, the parties agreed that the matter was well-suited for settlement given the legal issues  
15 relating to Plaintiffs' principal claims, as well as the costs and risks to the parties that would  
16 attend further litigation.

17 The Settlement takes into account the strengths and weaknesses of each side's position  
18 and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.  
19 Class Counsel interviewed and obtained information from Plaintiffs and other Settlement Class  
20 Members. Class Counsel also reviewed and analyzed large volumes of documents produced by  
21 Defendant and obtained through other sources, and performed significant research into the law  
22 concerning certification, wage-and-hour enforcement, Plaintiffs' claims, and Defendant's  
23 defenses, as well as facts discovered. The Settlement was based on this large volume of facts,  
24 evidence, and investigation. Additionally, Class Counsel has extensive experience in handling  
25 complex wage-and-hour matters, including significant experience in employment class action  
26 litigation.

1           **B.     THE RISKS INHERENT IN CONTINUED LITIGATION FAVOR FINAL**  
2           **APPROVAL OF THE SETTLEMENT**

3           The Settlement, which provides for a Gross Settlement Amount of \$1,350,000.00,  
4 represents a fair, adequate, and reasonable resolution of the case, given the risks inherent in  
5 litigating class claims through certification proceedings, trial, and/or appeals. The Settlement was  
6 calculated using information and data uncovered through extensive case investigation, discovery,  
7 and the exchange of information in the context of mediation. Had the action not settled,  
8 Defendant would have vigorously challenged class certification and liability. Defendant  
9 contended that individualized questions of fact predominate over any common issues, and these  
10 issues would pose challenges to certification. Although the Court had granted certification on  
11 certain claims, and indicated certification on other claims was forthcoming, the Court had not  
12 directed notice to be sent or issued an order on the second motion for class certification. (Sencer  
13 Decl., ¶ 13.) Additionally, preparation for trial would have been expensive for all parties.

14           It is preferable to reach a resolution of a dispute because such resolutions save time and  
15 money that would otherwise go to litigation. If this matter had settled after further litigation, the  
16 settlement amount would have taken into account the additional costs incurred, and there might  
17 have been less money available for Settlement Class Members after all was said and done. This is  
18 not just an abstract contention. The risks and expenses of further litigation outweighed any benefit  
19 that might have been gained otherwise. These risks of further litigation include a determination  
20 that the claims were unsuitable for class treatment, class de-certification after certification of a  
21 class, allowing a jury to decide the claims asserted in the case, and the real possibility of no  
22 recovery after years of litigation. Additionally, the parties were moving into the phase of the  
23 litigation where they would have to conduct a significant amount of additional discovery,  
24 including expert discovery. Discovery disputes would have certainly arisen, which would have  
25 cost the parties additional time and money. In contrast, the Settlement provides real and  
26 significant benefits for the Settlement Class Members here and now, while avoiding the further  
27 expenses, risks, and delay of prolonged litigation with only the possibility of recovery.

28           It would be grossly inefficient for such a large class of current and former employees to

1 bring individual actions to recover from Defendant for the alleged violations of wage-and-hour  
2 laws. Moreover, the potential individual recovery that could be obtained by a Settlement Class  
3 Member would not be significant enough to provide him or her with the incentive to sue. By  
4 granting final approval of the Settlement, the Court can approve a resolution that provides a  
5 certain and substantial recovery for Settlement Class Members.

6 **C. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

7 The Settlement, which provides for a Gross Settlement Amount of \$1,350,000.00,  
8 represents a fair, reasonable, and adequate resolution of the case. The Settlement was calculated  
9 using information and data uncovered through extensive case investigation, discovery, and the  
10 exchange of information in the context of mediation. The Settlement takes into account the  
11 potential risks and rewards inherent in any case and, in particular, in this matter. Moreover,  
12 considering all of the facts in the case, the Gross Settlement Amount represents a considerable  
13 recovery.

14 Even after deducting attorneys' fees in the amount of \$388,253.00, litigation costs and  
15 expenses in the amount of \$55,823.43, Enhancement Payments in the combined amount of  
16 \$18,000.00, and Administration Costs in the amount of \$7,500.00 from the Gross Settlement  
17 Amount of \$1,350,000.00, the Net Settlement Amount is currently estimated to be \$880,423.57.  
18 (Sencer Decl., ¶ 27.)

19 Under the Settlement Agreement, the Gross Settlement Amount will be fully paid out  
20 without any reversion to Defendant, in accordance with the terms of the Settlement. As discussed  
21 in Section III, *supra*, each Participating Class Member will be paid a *pro rata* share of the Net  
22 Settlement Amount, based on the following formula:

23 First, allocating \$5 per work week to all Class Members who worked during the  
24 Settlement Period, from the Net Settlement Fund.

25 Second, dividing the remaining amount of the Net Settlement Amount into four  
26 Settlement Sub-Funds:

27  
28 (i) The First Period ("DTLA Period") – May 24, 2012 through June 30, 2013:

Thirty-three percent (33%) of the Net Settlement Fund;

(ii) The Second Period – Between July 1, 2013 through December 31, 2015:

Fifteen percent (15%) of the Net Settlement Fund;

(iii) The Third Period – Between January 1, 2016 and Approval:

Forty (40%) of the Net Settlement Fund.

(iv) Separated Employees:

Twelve (12%) of the Net Settlement Fund.

There are 109 Participating Class Members, representing 100% of the Settlement Class Members. (Cunningham Decl., ¶ 10.) The highest Individual Settlement Payment to a Participating Class Member is currently estimated to be \$27,566.98 and the average settlement amount is estimated to be \$8,077.28. (Cunningham Decl., ¶ 12.) 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 Settlement Class Members. (Sencer Decl., ¶ 9.) Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, has experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

#### **D. THE CLASS WAS REPRESENTED BY COMPETENT COUNSEL**

Class Counsel has extensive experience in employment class action law and complex wage-and-hour litigation. (Sencer Decl., ¶ 14-16.) Weinberg, Roger & Rosenfeld has been appointed class counsel in numerous complex wage-and-hour cases, and has recovered millions

1 of dollars for individuals in California. (Sencer Decl., ¶ 14.) Both parties' counsel were capable  
2 of assessing the strengths and weaknesses of the Settlement Class Members' claims against  
3 Defendant and the benefits of the Settlement under the circumstances of the case and in the  
4 context of a private, consensual settlement agreement.

5 **E. THERE ARE NO OBJECTIONS TO THE SETTLEMENT**

6 The Settlement has been well received by the Settlement Class— *not a single Settlement*  
7 *Class Member objected to or opted out of the Settlement*. (Cunningham Decl., ¶ 9.) Specifically,  
8 no objections have been made as to the Gross Settlement Amount or requested Attorneys' Fees  
9 and Litigation Costs, Enhancement Payments, or Administration Costs, or the allocation for  
10 PAGA Penalties. California courts have consistently found that a small number of objectors  
11 indicates the class' support for a settlement and strongly favors final approval. *Wershba, supra*,  
12 91 Cal.App.4th at pp. 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners*,  
13 *supra*, 85 Cal.App.4th at pp. 1152-53 (final approval granted despite 9 objectors).

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

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

20 **A. LEGAL STANDARD FOR ATTORNEYS' FEES IN A CLASS ACTION**  
21 **SETTLEMENT.**

22 Trial courts have "wide latitude" in assessing the value of attorneys' fees and their  
23 decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v.*  
24 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122,  
25 1132 (The "experienced trial judge is the best judge of the value of professional services  
26 rendered in his court[.]"); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118.  
27 Where the amount of a settlement is a "certain easily calculable sum of money," California courts  
28 may calculate attorneys' fees as a reasonable percentage of the settlement. *Laffitte v. Robert Half*  
*Int'l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk, supra*, 48 Cal.App.4th at p. 1808. The percentage-of-

1 the-benefit approach is preferred in class and representative actions because “it better  
2 approximates the workings of the marketplace than the lodestar approach.” *Lealao, supra*, 82  
3 Cal.App.4th at p. 49.

4 As discussed more thoroughly in the concurrently filed Motion for Attorneys’ Fees,  
5 Litigation Costs, and Enhancement Payments. the amount sought in attorneys’ fees is appropriate  
6 under either a loadstar or reasonable percentage of the settlement analysis.

7 When the case was originally filed, not only was it inescapably contingent, but the  
8 prospect of a long, drawn-out battle with defendant represented by experienced counsel, was  
9 almost a certainty. By taking on this “battle” on a contingency basis, Class Counsel risked  
10 substantial economic loss if the results were not successful. This substantial risk is the reason that  
11 the courts approve the use of the percentage method when a settlement is obtained by the efforts  
12 of class counsel. *See Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49 (discussing  
13 the risks of engaging in litigation without certainty of compensation).

14 Under the terms of the Settlement Agreement, Defendant will pay a Gross Settlement  
15 Amount of \$1,350,000.00 on a non-reversionary basis. The requested attorneys’ fees are less than  
16 thirty percent (30%) of the total value of the monetary settlement. In light of Class Counsel’s  
17 successful prosecution and resolution of the case, the requested attorneys’ fees are appropriate  
18 and reasonable.

19 Class Counsel has obtained a substantial recovery on behalf of Plaintiffs and the  
20 Settlement Class Members, and the results achieved justify an attorneys’ fees award that is the  
21 equivalent of the standard market fee and that is consistent with the contingency-fee agreement  
22 entered into by and between Plaintiffs and Class Counsel. Thus, the requested attorneys’ fees are  
23 appropriate.

24 Class Counsel has dedicated staffing and monetary resources necessary to prosecute this  
25 matter diligently and with maximum efficiency and has fully and actively participated in the  
26 litigation process. (Sencer Decl., ¶ 10.) As such, Class Counsel has spent 1462.3 hours  
27 performing tasks and to obtain a significant recovery on behalf of Plaintiffs and the Settlement  
28 Class Members. (Sencer Decl., ¶ 23.) These hours were required to bring this matter to its

successful conclusion. In light of the value of time expended and the carrying of costs involved in litigating this case, the requested attorneys' fees are fair, adequate, and reasonable.

**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 \$55,823.43. As set forth in the Declaration of Caren Sencer and the concurrently, separately filed Motion for Attorneys' Fees, Litigation Costs and Enhancement Payments, Class Counsel incurred a total of \$56,291.10 in litigation costs and expenses. (Sencer Decl., ¶ 21.) This amount was reasonable and necessary in the prosecution of the case and to obtain the Settlement. (*Ibid.*) Accordingly, Plaintiffs request that the Court award litigation costs and expenses in the amount of \$55,823.43 to Class Counsel.

**VIII. THE ADMINISTRATION COSTS ARE FAIR AND RESONABLE AND SHOULD BE APPROVED**

As set forth in the accompanying CPT Group Declaration the total costs incurred and to be incurred by CPT Group for the notice and claims administration process are \$7,500.00. (Cunningham Decl., ¶ 13.) The costs incurred and to be incurred include, but are not limited to, expenses for printing and mailing to Settlement Class Members the Notice of Class Action Settlement; processing undeliverable mail and locating updated addresses for Settlement Class Members; receiving other communications about the settlement; notifying the parties of the number of Settlement Class Members that filed timely requests for exclusion; notifying the parties of the number of Class Settlement Members who filed untimely or deficient requests for exclusion, and taking steps to cure the deficiencies; establishing and maintaining a toll-free case hotline where Settlement Class Members can speak to case representatives regarding case specific questions; establishing and maintaining a static website where Class Members can access the Settlement Agreement and other related documents and information ([www.cptgroupcaseinfo.com/hanselfordsettlement](http://www.cptgroupcaseinfo.com/hanselfordsettlement)); and issuing and mailing settlement checks, including the enhancement awards to Plaintiffs, to all Settlement Class Members with the appropriate tax withholding and reporting, among other things. (Cunningham Decl., ¶ 2.)

Accordingly, the Court should grant final approval payment to CPT Group, a necessary

1 third-party for handling of the notice and settlement process in the amount of \$7,500.00.

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

4 The Settlement provides for Enhancement Payments in the amount of \$3,000.00 each to  
5 Plaintiffs Ralph Gray, Jr., David Jarrell, Robert Milleman, Orville Osborne, Jeffrey Snyder, and  
6 Dennis Spohr to compensate them for their time and effort that they expended on behalf of the  
7 Settlement Class Members. As set forth in the concurrently separately filed Motion for Attorneys'  
8 Fees, Litigation Costs and Enhancement Payments, the requested Enhancement Payments are  
9 both common and reasonable and should be awarded.

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

17 The requested Enhancement Payments are fair and appropriate because Plaintiffs spent a  
18 substantial amount of time and effort producing relevant documents and past employment  
19 records, as well as providing the facts and evidence necessary to attempt to prove the allegations.  
20 Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain, and  
21 gave, information that would benefit the Settlement Class. Plaintiffs spent numerous hours  
22 peaking with Class Counsel about their claims, describing their work experiences with Defendant,  
23 and gathering and reviewing documents. These services merit the requested Enhancement  
24 Payments to Plaintiffs, who have not received any compensation for their efforts on behalf of the  
25 Settlement Class Members to date.

26 The requested Enhancement Payments were fully disclosed in the Notice that was mailed  
27 to the Settlement Class Members. No objections were made with regards to the requested  
28 Enhancement Payments. Accordingly, it is appropriate and just for the Plaintiffs Ralph Gray, Jr.,

1 David Jarrell, Robert Milleman, Orville Osborne, Jeffrey Snyder, and Dennis Spohr to each  
2 receive \$3,000.00 as reasonable Enhancement Payments, in addition to their Individual  
3 Settlement Payments, for their services on behalf of the Settlement Class Members.

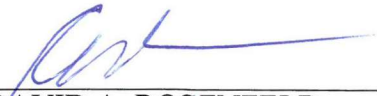
4 **X. CONCLUSION**

5 For the foregoing reasons, Plaintiffs respectfully request that the Court grant final  
6 approval of the Settlement, and award attorneys' fees and litigation costs, enhancement awards,  
7 settlement administration fees, and allocation of the PAGA Penalties, in their entirety, as sought  
8 herein, and permit the filing of a memorandum that exceeds the page limit.

9 Dated: November 19, 2021

WEINBERG, ROGER & ROSENFELD  
A Professional Corporation

10  
11  
12 By:

  
DAVID A. ROSENFELD  
CAREN P. SENCER

13 Attorneys for Plaintiffs  
14 RALPH GRAY, JR.; DAVID JARRELL;  
15 ROBERT MILLEMAN; ORVILLE OSBORNE;  
16 JEFFREY SNYDER; and DENNIS SPOHR and  
17 the certified classes,  
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**PROOF OF SERVICE (CCP §1013)**

I am a citizen of the United States and resident of the State of California. I am employed in the County of Alameda, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years and not a party to the within action.

On November 19, 2021, I served the following documents in the manner described below:

**PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

- ☒ (BY U.S. MAIL) I am personally and readily familiar with the business practice of Weinberg, Roger & Rosenfeld for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at Emeryville, California.
- ☒ (BY ELECTRONIC SERVICE) By electronically mailing a true and correct copy through Weinberg, Roger & Rosenfeld's electronic mail system from rfortier-bourne@unioncounsel.net to the email addresses set forth below.

On the following part(ies) in this action:

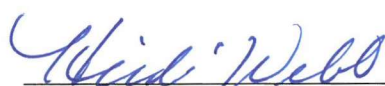
Mr. Karl R. Lindegren  
Fisher & Phillips LLP  
2050 Main Street, Ste. 1000  
Irvine, CA 92614  
E-Mail: klindegren@fisherphillips.com  
cahearn@fisherphillips.com

Mr. Hassan A. Aburish  
Mr. Vincent J. Adams  
Fisher & Phillips LLP  
One Embarcadero Center, Suite 2050  
San Francisco, CA 94111  
Email: haburish@fisherphillips.com  
vadams@fisherphillips.com

*ATTORNEYS FOR DEFENDANT*

*ATTORNEYS FOR DEFENDANT*

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on November 19, 2021, at Emeryville, California.

  
\_\_\_\_\_  
Heidi Webb