

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
ALEX J. VALLE, State Bar No. 334263
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: avalle@aegislawfirm.com

Attorneys for Plaintiff Noreen Mendoza, individually,
and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

NOREEN MENDOZA, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

PROPERTYRATE, LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No. 30-2021-01233226-CU-OE-CXC

Assigned for all purposes to:
Hon. William D. Claster
Dept. CX101

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

Date: August 2, 2024
Time: 9:00 a.m.
Dept: CX101

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	THE SETTLEMENT MEETS THE REQUIREMENTS FOR FINAL	
	APPROVAL.....	2
A.	The Court Found a Presumption of Fairness Exists at	
	Preliminary Approval	2
B.	Other Factors Support Final Approval.....	3
	1. The Strength of Plaintiff’s Claims Weighed Against the	
	Risks, Expense, Complexity, and Likely Duration of	
	Further Litigation, Including the Risk of Maintaining	
	Class Action Status through Trial	3
	2. The Amount Offered in Settlement	5
	3. The Extent of Discovery Completed and the Stage of the	
	Proceedings	5
	4. The Experience and Views of Counsel	6
	5. The Presence of a Governmental Participant.....	6
	6. The Reaction of Class Members to the Settlement	7
III.	THE COURT-APPROVED NOTICE PROCEDURE SATISFIED	
	DUE PROCESS	7
IV.	THE COURT SHOULD APPROVE THE REQUESTED	
	ATTORNEYS’ FEES AND COSTS	8
A.	The Requested Fee Award is Fair and Reasonable Calculated as	
	a Percentage of a Common Fund.....	8
B.	A Lodestar Cross-Check Confirms the Reasonableness of the	
	Requested Fee	10
C.	A Multiplier is Justified in Light of the Results Achieved and	
	Class Counsel’s Extensive Work Performed at the Risk of	
	Receiving No Payment.....	11
	1. The Results Achieved on Behalf of the Settlement Class	12
	2. The Novelty/Difficulty of Questions Involved & Skill in	
	Presenting Them	13
	3. The Response of Class Members and Lack of Objections	13
	4. Class Counsel’s Experience, Reputation, and Ability	13

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5. Class Counsel’s Preclusion from Other Work14

6. The Contingent Nature of the Fee Award14

V. CLASS COUNSEL’S REQUESTED COST AWARD IS REASONABLE AND SHOULD RECEIVE FINAL APPROVAL.....15

VI. THE CLASS REPRESENTATIVE ENHANCEMENT AWARD IS REASONABLE.....15

VII. THE SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE.....18

VIII. CONCLUSION19

TABLE OF AUTHORITIES

Page(s)

Cases

<i>Augustus v. ABM Security Services, Inc.</i> , 233 Cal. App. 4th 1065 (Cal. App. 2d Dist. 2014)	4
<i>Bell v. Farmers Ins. Exch.</i> , 115 Cal.App.4th 715 (2004)	16
<i>Chau v. Starbucks Corp.</i> , 174 Cal. App. 4th 688 (2009)	4
<i>Chavez v. Netflix, Inc.</i> , 162 Cal.App.4th 43 (2008)	9, 12
<i>In re Cipro Cases I and II</i> , 121 Cal. App. 4th 402 (2004)	4
<i>City and County of San Francisco v. Sweet</i> , 12 Cal. 4th 105 (1995)	8
<i>Clark v. American Residential Services LLC</i> , 175 Cal. App. 4th 785 (2009)	16
<i>In re Consumer Privacy Cases</i> , 175 Cal. App. 4th 545 (2014)	11, 12
<i>Cundiff v. Verizon Cal., Inc.</i> , 167 Cal. App. 4th 718 (2008)	12
<i>Dunk v. Ford Motor Co.</i> , 48 Cal. App. 4th 1794 (1996)	2, 3, 4
<i>Eisen v. Carlisle & Jacquelin</i> , 417 U.S. 156 (1974)	7
<i>Fernandez v. Victoria Secret Stores LLC</i> , 2008 U.S. Dist. LEXIS 123546 (C.D. Cal. July 21, 2008)	10
<i>Graciano v. Robinson Ford Sales, Inc.</i> , 144 Cal. App. 4th 140 (2006)	14
<i>Graham v. DaimlerChrysler Corp.</i> , 34 Cal. 4th 553 (2004)	14, 15
<i>Horsford v. Board of Trustees of Calif. State Univ.</i> , 132 Cal. App. 4th 359 (2005)	15, 16

1	<i>Ketchum v. Moses</i> ,	
2	24 Cal. 4th 1122 (2001)	12, 14
3	<i>Kullar v. Foot Locker Retail, Inc.</i> ,	
4	168 Cal. App. 4th 116 (2008)	4
5	<i>Laffitte v. Robert Half</i> ,	
6	1 Cal. 5th 480 (2016)	8, 9, 10
7	<i>Laffitte v. Robert Half Int'l Inc.</i> ,	
8	231 Cal. App. 4th 860 (2014), <i>aff'd by Laffitte</i> , 1 Cal. 5th.....	9
9	<i>Lealao v. Beneficial California, Inc.</i> ,	
10	82 Cal. App. 4th 19 (2000)	7, 9, 10
11	<i>Mullane v. Central Hanover Bank & Trust Co.</i> ,	
12	339 U.S. 306 (1950)	7
13	<i>Phillips Petroleum Co. v. Shutts</i> ,	
14	472 U.S. 797 (1985)	7
15	<i>PLCM Group v. Drexler</i> ,	
16	22 Cal. 4th 1084 (2000)	11
17	<i>Ridgeway v. Wal-Mart Stores Inc.</i> ,	
18	269 F. Supp. 3d 975 (N.D. Cal. 2017)	12
19	<i>Sav-On Drug Stores, Inc. v. Superior Court</i> ,	
20	34 Cal.4th 319 (2004)	16
21	<i>Serrano v. Priest</i> ,	
22	20 Cal. 3d 25 (1977)	8
23	<i>Wershba v. Apple Computer, Inc.</i> ,	
24	91 Cal. App. 4th 224 (2004)	2, 3
25	Statutes	
26	Cal. Code Civ. Proc. § 904.1.....	4
27	Private Attorneys General Act of 2004 (PAGA)	<i>passim</i>
28	Treatises	
	Alba Conte, <i>Attorney Fee Awards</i> § 2:08	15
	Eisenberg & Miller, <i>Attorney Fees in Class Action Settlements: An Empirical</i>	
	<i>Study</i>	9
	Herr, David F., <i>Manual for Complex Litigation</i> , § 14.121 (1988).....	10

1	<i>Manual for Complex Litigation</i> (4th ed. 2008) § 21.61, 462	2
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

1 **I. INTRODUCTION**

2 This motion seeks final approval of a proposed non-reversionary Class Action
3 Settlement, preliminarily approved by this Court on February 29, 2024. The Settlement will
4 release claims that Defendant PropertyRate, LLC (“Defendant”) failed to pay overtime wages,
5 provide meal periods and rest breaks, provide accurate itemized wage statements, and timely
6 pay wages upon termination to Plaintiff Noreen Mendoza (“Plaintiff”) and other non-exempt
7 employees employed by Defendant in California at any time during the Class Period of
8 November 23, 2017 through May 1, 2023 (“Class Members”).

9 Plaintiff Noreen Mendoza (“Plaintiff”) and her counsel completed extensive informal
10 discovery as part of their investigation into the class claims, and through mediation, the parties
11 agreed to settle the case for Four Hundred Thousand Dollars and Zero Cents (\$400,000.00).
12 The Settlement provides that this Gross Settlement Amount will be distributed as follows:

- 13 (a) Net Settlement Amount distributed to 204 Participating Class Members;
- 14 (b) Attorneys’ fees of \$133,333.33;
- 15 (c) Litigation costs of \$19,295.07;¹
- 16 (d) Plaintiff’s Enhancement Award of up to \$10,000;
- 17 (e) Settlement Administration expenses of \$4,700.00; and
- 18 (f) An allocation of \$30,000 in civil penalties, \$22,500 of which will be paid to the
19 California Labor and Workforce Development Agency for release of Private
20 Attorneys General Act of 2004 (“PAGA”) claims. The remaining \$7,500 will be
21 distributed to any non-exempt employees employed by Defendant in California
22 at any time during the PAGA Period.

23 The proposed Settlement is a product of diligent efforts and extensive arm’s length
24 negotiations by Class Counsel to obtain the best possible result for Class. By resolving this
25 matter now, Class Members will receive a *guaranteed* recovery without risk of nonpayment,
26 delay, or an adverse judgment at trial.

27 ¹ The Settlement Agreement provides for a reimbursement of litigation costs up to \$25,000. However, Class
28 Counsel’s costs do not exceed \$19,295.07.

1 In response to the Notice of Class Action Settlement (“Class Notice”), none of the 204
2 Class Members opted out, and none objected. Since the Settlement did not require the Class
3 Members to submit a claim form, all of the Participating Class Members will receive their
4 share of the Settlement. The Participating Class Members will receive an average settlement
5 payment of approximately \$993.49, with the highest payout reaching \$3,802.84.

6 In light of the Class’ favorable response, and the facts and law set forth below as well
7 as in the motion for preliminary approval, Plaintiff respectfully requests that the Court now
8 enter an order that (1) grants final approval of the proposed class action settlement; (2) enters
9 final judgment; (3) orders distribution of the proportionate shares of the Settlement to
10 Participating Class Members pursuant to the terms of the Settlement; and (4) approves
11 payments for attorneys’ fees, litigation costs, Plaintiff’s Enhancement Award, Settlement
12 Administration expenses, and payment to the LWDA, as requested herein.

13 **II. THE SETTLEMENT MEETS THE REQUIREMENTS FOR FINAL APPROVAL**

14 In deciding whether to grant final approval for a class action settlement, California
15 courts consider whether the settlement is “fair, adequate and reasonable.” *Wershba v. Apple*
16 *Computer, Inc.*, 91 Cal. App. 4th 224, 244-45 (2004); *Dunk v. Ford Motor Co.*, 48 Cal. App.
17 4th 1794, 1801 (1996). A settlement is “fair, adequate and reasonable” and therefore merits
18 final approval when “the interests of the class are better served by the settlement than by
19 further litigation.” *Manual for Complex Litigation* (4th ed. 2008) § 21.61, 462. “[A]
20 presumption of fairness exists where: (1) the settlement is reached through arm’s-length
21 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
22 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
23 objectors is small. *Dunk*, 48 Cal. App. 4th at 1802.

24 **A. The Court Found a Presumption of Fairness Exists at Preliminary** 25 **Approval**

26 On February 29, 2024, the Court granted Plaintiff’s Motion for Preliminary Approval of
27 Class Action Settlement, appointed ILYM Group, Inc. (“ILYM”) as the Settlement
28 Administrator, appointed Plaintiff Noreen Mendoza as the Class Representative, appointed

1 Aegis Law Firm, PC as Class Counsel, approved the Class Notice (“Class Notice Packet”) and
2 directed that the Class Notice Packet be mailed to the Class. *See* Declaration of Alex J. Valle
3 (“Valle Decl.”), Exhibit 3 (Order Granting Preliminary Approval of Class Action Settlement
4 filed on February 29, 2024) (“Preliminary Approval Order”).

5 At preliminary approval, Plaintiff presented evidence that the instant Settlement is
6 entitled to a presumption of fairness because (1) the Settlement was reached through arm’s-
7 length bargaining after formal mediation, (2) Plaintiff conducted investigation and informal
8 discovery, including analysis of Class Members’ time and payroll records, and (3) Plaintiff’s
9 counsel are sufficiently experienced to be appointed Class Counsel. *See* Plaintiff’s Motion for
10 Preliminary Approval filed November 13, 2023, and Plaintiff’s Supplemental Brief in Support
11 of her Motion for Preliminary Approval filed February 13, 2024. Since then, the final *Dunk*
12 factor has been satisfied: no Class Members opted out of the settlement, and no Class Members
13 objected. *See Dunk*, 48 Cal. App. 4th at 1802; Declaration of Nathalie Hernandez (“Hernandez
14 Decl.”), ¶¶ 11-12.

15 Accordingly, this Court can comfortably presume that the Settlement is worthy of final
16 approval.

17 **B. Other Factors Support Final Approval**

18 In addition to the presumption above, a court’s inquiry at final approval can include
19 several other factors, including: (1) the strength of the plaintiff’s case weighed against the risk,
20 expense, complexity and likely duration of further litigation as well as the risk of maintaining
21 class action status through trial, (2) the amount offered in settlement, (3) the extent of
22 discovery completed and the stage of the proceedings when settlement was reached; (4) the
23 experience and views of counsel, (5) the presence of a governmental participant, and (6) the
24 reaction of class members. *Wershba*, 91 Cal. App. 4th at 244-45.

25 **1. The Strength of Plaintiff’s Claims Weighed Against the Risks,** 26 **Expense, Complexity, and Likely Duration of Further Litigation,** 27 **Including the Risk of Maintaining Class Action Status through Trial** 28

1 As with most complex litigation, wage and hour class actions rarely end when the trial
2 court enters a dispositive order or final judgment as to liability and/or damages. For instance,
3 class action defendants may seek a writ of mandate for interlocutory relief from an order
4 granting class certification. *See Cal. Code Civ. Proc.* § 904.1; *In re Cipro Cases I and II*, 121
5 Cal. App. 4th 402, 409 (2004). Moreover, the losing party can appeal the final liability and/or
6 damages issues. *See, e.g., Chau v. Starbucks Corp.*, 174 Cal. App. 4th 688 (2009) (appellate
7 court reversed \$86 million restitution award to a certified class of hourly employees); *Augustus*
8 *v. ABM Security Services, Inc.*, 233 Cal. App. 4th 1065 (Cal. App. 2d Dist. 2014), (appellate
9 court reversed \$89 million judgment in favor of 14,788 class members).

10 To assess the inherent risks, the Court must weigh the immediacy and certainty of
11 substantial settlement proceeds against the risks inherent in continued litigation. *Dunk*, 48 Cal.
12 App. 4th at 1801-02. The parties should provide “basic information about the nature and
13 magnitude of the claims in question and the basis for concluding that the consideration being
14 paid for the release of those claims represents a reasonable compromise.” *Kullar v. Foot Locker*
15 *Retail, Inc.*, 168 Cal. App. 4th 116, 133 (2008). Here, Plaintiff’s Counsel calculated Defendant’s
16 potential exposure assuming Plaintiff prevailed on all aspects of her claims at trial, but weighed
17 that value against the chance of succeeding at class certification and trial. Valle Decl. ¶ 13.

18 Plaintiff alleged that Defendant failed to pay minimum and overtime wages, failed to
19 provide meal periods, failed to provide rest periods, and failed to reimburse business expenses.
20 Valle Decl. ¶¶ 3, 15-21. Plaintiff also alleged that Defendant is liable for derivative penalties. *Id.*
21 Plaintiff evaluated the class claims in light of the risk that a jury might find otherwise and
22 considering the expense and resources required for trial. *Id.* If Plaintiff continued to prosecute the
23 claims rather than accept a settlement, Plaintiff would have faced deadlines to file a motion for
24 class certification, engaged in more formal discovery, expended time and resources to resolve
25 disputes, prepared and filed potential dispositive motions and/or discovery motions. Valle
26 Decl. ¶ 13. An adverse ruling at any one of these stages could have prevented Plaintiff and
27 Class Members from obtaining recovery. *Id.* Moreover, Defendant’s financial status also
28

1 increased the risks of further litigation and would not have guaranteed that Plaintiff or the
2 Class Members would have recovered any amount greater than the Settlement. *Id.* at ¶ 22.

3 Although the amount of the Class' maximum potential damages – if proven – is
4 substantial, the legitimate and serious risks associated with continued litigation compelled a
5 considerable discount for settlement. Valle Decl. ¶ 23.

6 **2. The Amount Offered in Settlement**

7 The Settlement provides a Four Hundred Thousand Dollar (\$400,000.00) Gross
8 Settlement Fund for 204 Class Members, none of whom opted-out of the Settlement. *See*
9 Hernandez Decl., ¶¶ 13-14. The fund also pays Class Counsel for their fees and costs, Plaintiff
10 for her contribution to the case, the Settlement Administrator for its oversight of the notice, and
11 the LWDA for the PAGA claims, leaving a Net Settlement Fund of approximately \$202,671.60
12 (and \$7,500.00 which will be redistributed to Aggrieved Employees). *Id.* at ¶ 14. This Settlement
13 is non-reversionary and the entire Net Settlement Amount will be paid to the Class Members.

14 After approval by the Court, the Net Settlement Amount will be distributed to all
15 Participating Class Members. Participating Class Members' shares will be based on the Class
16 Member's number of individual Qualifying Workweeks during the Class Period and the total
17 number of Qualifying Workweeks by all Class Members during the Class Period. Valle Decl.,
18 Ex. 1, ¶ 3.2.4. As a result, the estimated average recovery for Settlement Class Members is
19 \$993.49, the estimated highest payout is \$3,802.84, and the estimate lowest payout is \$13.34.
20 Hernandez Decl., ¶ 14. Weighing the potential value of the class claims against the risk and
21 expense of trial, Plaintiff and Class Counsel concluded that the value of the settlement was fair,
22 adequate and reasonable. Thus, the amount offered in settlement provides sufficient relief in
23 light of the potential risks associated with seeking a judgement for a larger amount.

24 **3. The Extent of Discovery Completed and the Stage of the Proceedings**

25 Class Counsel thoroughly investigated the proposed Class Members' claims, applicable
26 law, and potential defenses. In particular, Plaintiff's Counsel assessed the value of the class
27 claims using data and documents provided by Defendant in formal and informal discovery.
28

1 Plaintiff's Counsel obtained employee handbooks, policies, and Class Members' timekeeping
2 and pay records in order to assess damages before mediation. Valle Decl., ¶ 5.

3 Following a thorough analysis of this information, the Parties attended mediation on May
4 1, 2023, with David Rotman serving as mediator. Valle Decl., ¶ 6. Ultimately, the Parties
5 settled due to the Parties' counsels' comprehensive understanding of the disputed issues and
6 their ability to convey the strengths and weaknesses of the claims and defenses. *Id.* The Parties
7 spent the next several months negotiating and finalizing the Settlement Agreement. *Id.*

8 **4. The Experience and Views of Counsel**

9 Plaintiff is represented by Aegis Law Firm, PC ("Class Counsel"). Class Counsel
10 prosecute wage and hour cases, including class actions on behalf of employees and others who
11 have had their rights violated. Valle Decl., ¶¶ 25-37. Class Counsel, either on their own, or with
12 co-counsel are currently serving as plaintiffs' counsel of record in dozens of wage and hour class
13 action cases in both state and federal court. *Id.* Class Counsel have litigated many wage and hour
14 class action cases and have successfully resolved cases involving the same issue presented in this
15 matter. In the instant case, Class Counsel negotiated a settlement that they considered fair,
16 adequate and reasonable, based on their prior experience litigating these types of cases. Valle
17 Decl., ¶ 24.

18 **5. The Presence of a Governmental Participant**

19 The LWDA is arguably a governmental participant in this settlement. On November 23,
20 2021, Plaintiff notified the LWDA of her claims as part of her obligations under PAGA. Valle
21 Decl., ¶ 3. The LWDA did not respond to Plaintiff's notice. *Id.* The Settlement calls for the
22 payment of \$22,500.00 in PAGA penalties to the LWDA, which the Settlement Administrator
23 will make after final approval of the Settlement. Valle Decl., Ex. 1, ¶ 3.2.5. The Settlement
24 allocates a fair amount to the PAGA claims, given that there is sparse case law on what types of
25 PAGA awards are reasonable, especially when courts have discretion to reduce PAGA awards.
26 Plaintiff has provided notice to the LWDA of the Settlement as required by statute, and the
27 LWDA has not objected to or commented on the proposed Settlement or allocation of the PAGA
28 penalties.

1 **6. The Reaction of Class Members to the Settlement**

2 The 204 Participating Class Members will receive the benefits of the entire \$202,671.60
3 Net Settlement Amount; no funds will revert to Defendants. In response to the Notice Packet, no
4 Class Member opted out, and no Class Members objected. Hernandez Decl., ¶¶ 11-12.

5 A court may properly infer that a class action settlement is fair, adequate and reasonable
6 when few class members object to or opt out of it. *Lealao v. Beneficial California, Inc.*, 82 Cal.
7 App. 4th 19, 51 (2000). As such, the Class Members' favorable reaction to the Settlement
8 supports the conclusion that it is fair, adequate and reasonable.

9 **III. THE COURT-APPROVED NOTICE PROCEDURE SATISFIED DUE PROCESS**

10 When the Court granted preliminary approval, it also approved the method of providing
11 notice to Class Members. Following a National Change of Address search of the U.S. Postal
12 Service database, ILYM Group, Inc. mailed the Notice Packet to all Class Members on April 4,
13 2024. Hernandez Decl. ¶ 7, Exhibit A. The Notice advised Class Members of (1) the terms of the
14 settlement, (2) their rights to participate in the settlement, object to the settlement, or request
15 exclusion from the settlement, (3) the procedures and timing for doing any of these acts, (4) the
16 date, time, and place scheduled for the Final Approval Hearing and instructions in the event a
17 Class Member wished to be heard at that hearing; and (5) each Class Member's individualized
18 information upon which his or her share of the settlement would be calculated, i.e., the number
19 of weeks he or she worked during the Class Period according to Defendants' records, as well as
20 the estimated amount of his or her respective settlement payment. Hernandez Decl., Exhibit A.

21 Sixteen (16) Notice Packets were returned to the Settlement Administrator by the U.S.
22 Post Office. All of the 16 returned Notice Packets were returned without a forwarding address.
23 Hernandez Decl., ¶ 8. All sixteen Notice Packets were Skip Traced. *Id.* As a result of the Skip
24 Trace, twelve (12) Notice Packets have been re-mailed to date. *Id.* The Settlement Administrator
25 reports that there are four (4) Notice Packets that remain undeliverable. Hernandez Decl. ¶¶ 8-10.
26 This mailing provided the best practicable means of notice. *See Phillips Petroleum Co. v. Shutts*,
27 472 U.S. 797, 811-12 (1985); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-76 (1974)
28 (individual notice must be sent to all class members who can be identified through reasonable

1 efforts); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (best
2 practicable notice is that which is “reasonably calculated, under all the circumstances, to apprise
3 interested parties of the pendency of the action and afford them an opportunity to present their
4 objections”).

5 The Class Members were given 60 days to respond to the Class Notice Packet. Valle
6 Decl., Ex. 1, ¶ 8.4.4. ILYM Group, Inc. did not receive any objections or requests for exclusion
7 in response to the Notice Packet. Hernandez Decl., ¶¶ 11-12. The Class Members did not need
8 to submit a claim form in order to receive their Settlement share. Accordingly, the Class has
9 been given an adequate opportunity to participate in the Settlement.

10 **IV. THE COURT SHOULD APPROVE THE REQUESTED ATTORNEYS’ FEES** 11 **AND COSTS**

12 California courts recognize two standard methods for calculating attorney fee awards in
13 class action settlement approval. The far more prevalent “percentage of the fund” (also known as
14 the “common fund” or “common benefit”) method calculates attorneys’ fees based on a
15 percentage of the common benefit bestowed upon the class. The “lodestar-plus-multiplier”
16 method uses class counsel’s “lodestar” as a basis – determined by multiplying the hours counsel
17 expended by their hourly rates –which the Court may then enhance by a multiplier. *See Laffitte*
18 *v. Robert Half*, 1 Cal. 5th 480, 489 (2016) (recognizing both the “percentage of recovery” and
19 “lodestar/multiplier” methods).

20 Class Counsel seeks an award of attorneys’ fees in the amount of \$133,333.33, or rather,
21 one-third (1/3) of the proposed Gross Settlement Amount. Class Counsel’s fee request is
22 reasonable under either of these methods, as explained below.

23 **A. The Requested Fee Award is Fair and Reasonable Calculated as a** 24 **Percentage of a Common Fund**

25 In *Laffitte*, the California Supreme Court held that it is not an abuse of discretion for a
26 trial court to utilize the percentage method for calculating an attorneys’ fee award in a common
27 fund case, which this case is. *Laffitte*, 1 Cal. 5th at 503; *see also Serrano v. Priest*, 20 Cal. 3d
28 25, 35-40 (1977); *City and County of San Francisco v. Sweet*, 12 Cal. 4th 105, 110 (1995) (the

1 common fund doctrine has been applied “consistently in California when an action brought by
2 one party creates a fund in which other persons are entitled to share.”). In so doing, the Court
3 rejected the appellant’s arguments against use of the percentage method, pointing out that the
4 method has widespread acceptance in courts throughout the country. *Id.* The Court held “that
5 when class action litigation establishes a monetary fund for the benefit of the class members, and
6 the trial court in its equitable powers awards class counsel a fee out of that fund, the court may
7 determine the amount of a reasonable fee by choosing an appropriate percentage of the fund
8 created.” *Id.* Explaining that the percentage method “is a valuable tool” for trial courts to
9 calculate attorneys’ fees, the Court extolled “[t]he recognized advantages” of the method, such
10 as “ease of calculation, alignment of incentives between counsel and the class, a better
11 approximation of market conditions in a contingency case, and the encouragement it provides
12 counsel to seek an early settlement and avoid unnecessarily prolonging the litigation.” *Id.*
13 (citations omitted).

14 In applying the common fund doctrine, California courts routinely award attorneys’ fees
15 equaling one-third of the common fund’s total potential value. *See, e.g., See Laffitte v. Robert*
16 *Half Int’l Inc.*, 231 Cal. App. 4th 860, 878 (2014) (“trial court’s use of a percentage of 33 1/3
17 percent of the common fund is consistent with [] awards in other class action lawsuits” and
18 “studies show that ... fee awards in class actions average around one-third of the recovery”), *aff’d*
19 *by Laffitte*, 1 Cal. 5th at 489; *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008)
20 (“Empirical studies show that, regardless of whether the percentage method or the lodestar
21 method is used, fee awards in class actions average around one-third of the recovery”);
22 Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study*, J. of
23 Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35 (independent studies of class
24 action litigation nationwide conclude that a one-third fee is consistent with market rates).

25 One-third of the common fund is also reasonable because it best reflects the market rate
26 for contingency fees. *See Lealao*, 82 Cal. App. 4th at 47 (“attorneys providing the essential
27 enforcement services must be provided incentives roughly comparable to those negotiated in the
28 private bargaining that takes place in the legal marketplace”). Fees representing up to forty

1 percent of the recovery reflect the rate negotiated in “typical contingency fee agreements [which]
2 provide that class counsel will recover 33% if the case is resolved before trial and 40% if the
3 case is tried.” *Fernandez v. Victoria Secret Stores LLC*, 2008 U.S. Dist. LEXIS 123546, *55-57
4 (C.D. Cal. July 21, 2008) (citing an academic study collecting contingency fee agreements and
5 finding that a fee award constituting 34% of the fund is reasonable on that basis). Because the
6 negotiated fee structure mimics the marketplace, it is reasonable and should be approved.

7 Here, Class Counsel efficiently litigated this matter, making the entire Net Settlement
8 Amount available to Class Members with no reversion to Defendant. Class Members are
9 receiving significant recovery, averaging \$993.49 each, with the highest payout at \$3,802.84.
10 Hernandez Decl. ¶ 14. In short, the percentage of fees sought by Class Counsel is in line with
11 awards in similar cases in California and is reasonable for the benefit obtained for Class
12 Members in this case.

13 **B. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee**

14 Despite the widely recognized limitations of the so-called lodestar method,² California
15 and federal courts acknowledge the utility of a lodestar “cross-check” for common fund awards.
16 *Lealao*, 82 Cal. App. 4th at 46-47. In *Laffitte*, the Court permitted use of a “lodestar cross
17 check,” by which the trial court would first select a percentage of the common fund for the fee
18 award, and then verify that the percentage chosen is fair and reasonable in light of the attorney
19 hours spent on the case. *Id.* at 504. While some “multiplier” would be expected, the multiplier
20 should be “evaluated for reasonableness;” “rough parity” between the lodestar and the
21 percentage-based recovery would make sense. *Id.* at 496. Use of the lodestar cross-check,
22 explained the Court, represents “a blending of the two fee calculation methods” (percentage and
23 lodestar), where “one method is used to confirm or question the reasonableness of the other's
24 result.” *Id.* at 497. The Court, however, did not require a lodestar cross check, explaining that

25
26 ² It has been recognized that, in practice, the lodestar method is difficult to apply, time-
27 consuming to administer, inconsistent in result, and capable of manipulation. In addition the
28 lodestar creates inherent incentive to prolong the litigation until sufficient hours have been
expended. Herr, David F., *Manual for Complex Litigation*, § 14.121 (1988).

1 courts “retain the discretion to forgo a lodestar cross-check and use other means to evaluate the
2 reasonableness of a requested percentage fee.” *Id.* at 505.

3 California’s lodestar/multiplier method is a two-step process of fee calculation under
4 which the Court first determines a lodestar value for the fees by multiplying the time reasonably
5 spent by the plaintiff’s counsel on the case by a reasonable hourly rate. *In re Consumer Privacy*
6 *Cases*, 175 Cal. App. 4th 545, 556-557 (2014). The starting point in determining the appropriate
7 hourly fee is to discern the prevailing rate for similar work in the pertinent geographic region.
8 *PLCM Group v. Drexler*, 22 Cal. 4th 1084, 1096-97 (2000) (using prevailing hourly rate in
9 community for comparable legal services even though party used in-house counsel); *see also*
10 Herr, *Manual for Complex Litigation*, § 14.122 (1984) (“reasonable fees . . . are to be calculated
11 according to the prevailing market rates in the relevant community.”).

12 Here, Class Counsel’s hourly rates are comparable to those charged by other class action
13 plaintiff’s counsel and the firms defending class actions. Valle Decl., ¶ 40. Further, the total
14 attorney hours expended on this action are reasonable and in line with comparable cases. Class
15 Counsel billed a total of 164.3 hours prosecuting this case. Valle Decl., ¶ 41. The firm dedicated
16 significant resources to this case by dividing the tasks required according to skill level; the
17 professional hours generated by each attorney are neither unreasonable nor duplicative. *Id.*

18 Multiplying the total hours billed by Class Counsel to the litigation by their reasonable
19 hourly rates yields a lodestar of \$107,665.00 This amount does not exceed the award requested,
20 and Class Counsel accordingly requests a lodestar multiplier of approximately 1.24 to meet the
21 fee award. *See* Valle Decl., ¶ 43.

22 **C. A Multiplier is Justified in Light of the Results Achieved and Class**
23 **Counsel’s Extensive Work Performed at the Risk of Receiving No Payment**

24 The Court may enhance or reduce the lodestar by applying a multiplier to take into
25 account multiple factors, including the following: (1) the results achieved on behalf of the
26 Class; (2) the novelty and difficulty of the questions involved and the skill displayed in
27 presenting them; (3) the response of the Class to the settlement, including a lack of objections
28 to the settlement terms, and particularly to the fee award; (4) counsel’s experience, reputation,

1 and ability; (5) counsel's preclusion from other work; and (6) the contingent nature of the fee
2 award. See *Ketchum v. Moses*, 24 Cal. 4th 1122, 1139 (2001); *Cundiff v. Verizon Cal., Inc.*,
3 167 Cal. App. 4th 718, 724 (2008). Application of each of the factors identified above strongly
4 favors granting the full attorneys' fees and costs award that Class Counsel has requested in this
5 case, as explained in detail below.

6 California courts routinely award multipliers on class counsel's lodestar, ranging from
7 2 to 4, or even higher. See, e.g., *Chavez v. Netflix*, 162 Cal. App. 4th at 49-50 (approving
8 multiplier of approximately 2.5); *Ridgeway v. Wal-Mart Stores Inc.*, 269 F. Supp. 3d 975, 1000
9 (N.D. Cal. 2017) (approving multiplier of 2.0). In class actions such as this one, where the
10 value of the benefit conferred to the class "can be monetized with a reasonable degree of
11 certainty," the Court may "adjust the lodestar in comparison to a percentage of the common
12 fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated
13 in the legal marketplace in comparable litigation." *In re Consumer Privacy Cases*, 175 Cal.
14 App. 4th at 557 (2009). Here, Class Counsel requests a modest 1.24 multiplier to reach the
15 one-third fee amount provided in the Settlement.

16 1. The Results Achieved on Behalf of the Settlement Class

17 As a result of Class Counsel's efforts, Class Members will receive immediate and
18 reasonable payment for their claims. Further, Class Members' Settlement Shares represent a
19 substantial recovery, with the highest recovery at nearly \$4,000. See Hernandez Decl. ¶ 14. A
20 settlement at this juncture avoids the risk and expense of losing on some or all of the claims at
21 class certification or at trial, and/or the risk that Defendants files for bankruptcy. Valle Decl., ¶
22 44. Class Counsel found it preferable here to reach a resolution at this stage of the case to save
23 time and money that would otherwise go to litigation. *Id.* For example, if this action had settled
24 following additional litigation, the settlement amount would likely have taken into account the
25 additional costs incurred, and there may have been less money available for Class Members.
26 *Id.* Even if Plaintiff prevailed at class certification, she would have faced arguably compelling
27 defenses to the merits of the claims. *Id.* Moreover, the Settlement, while sizable, took into
28 account Defendant's financial condition, so there is no guarantee Class Members would have

1 recovered any higher amount. *Id.* at ¶ 22. Accordingly, the cumulative benefits achieved by
2 Class Counsel favor approval of the requested fees.

3 2. The Novelty/Difficulty of Questions Involved & Skill in Presenting
4 Them

5 Class Counsel used their experience to negotiate a suitable settlement that avoided
6 potential pitfalls for the Class. In preparation for mediation, Class Counsel extensively
7 reviewed and analyzed documents provided by Defendant and reviewed applicable law and
8 other authority. Valle Decl. ¶¶ 5, 12, 15-21, 45. As evidenced by the briefing at the preliminary
9 approval stage and exposure analysis, Class Counsel were able to identify and convey
10 throughout the course of litigation, including during mediation, contested legal issues that
11 could have affected the putative class, that were highly disputed, and that presented risks for
12 the Parties. *Id.* For example, Class Counsel was able to argue that Defendant must have
13 reimbursed Class Members for home internet use while working at home during the COVID-
14 19 Pandemic to carry out job duties. Valle Decl., ¶ 45. Class Counsel was also able to argue
15 the characterization of bonuses awarded to Class Members, such that they must have been
16 included in the regular rates of pay. *Id.* Class Counsel's skill in researching and presenting
17 these issues at mediation resulted in a fair settlement for the class, and weighs in favor of
18 approving the fee request. *Id.*

19 3. The Response of Class Members and Lack of Objections

20 The response from Class Members was extremely positive. None of the Class Members
21 opted out, and none objected to any term of the Settlement. Hernandez Decl., ¶¶ 11-12. Such a
22 positive response from Class Members supports approval of the fee award.

23 4. Class Counsel's Experience, Reputation, and Ability

24 Class Counsel submit that their skill contributed to the efficient resolution of this case.
25 Class Counsel are experienced litigators who focus their practices on wage and hour class
26 actions and have extensive experience in litigating wage and hour class actions. Valle Decl., ¶¶
27 25-38. They have been appointed as class counsel or co-class counsel in many cases, have
28

1 obtained substantial recoveries for thousands of employees through these cases, and have the
2 requisite skill and experience to justify the requested fees. *Id.*

3 5. Class Counsel's Preclusion from Other Work

4 During the pendency of this action, Class Counsel thoroughly investigated and
5 researched the claims in controversy, their defenses, and the relevant body of law. Overall,
6 Class Counsel performed extensive work and obtained a favorable result through time-
7 consuming litigation, substantial analysis of the records, a full day of contested mediation, and
8 negotiation of the Settlement. This time could have been spent on other potentially lucrative
9 cases. Valle Decl., ¶ 41. Accordingly, Class Counsel's time should be compensated.

10 6. The Contingent Nature of the Fee Award

11 The California Supreme Court has recognized that attorney fee awards should be
12 enhanced to compensate attorneys for the risks of loss involved in contingency cases. *See*
13 *Graciano v. Robinson Ford Sales, Inc.*, 144 Cal. App. 4th 140, 154 (2006). The main criterion
14 for risk is the risk of complete loss, which would leave counsel unable to recover fees. *See*
15 *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 583 (2004) (explaining that a multiplier
16 corresponds to risk of loss, with the risk of not being the successful party ranking highest). In
17 *Ketchum*, the California Supreme Court instructed courts to adjust fee compensation to ensure
18 that the fees account for contingency risk:

19 A lawyer who both bears the risk of not being paid and provides legal services is not
20 receiving the fair market value of his work if he is paid only for the second of these
21 functions. If he is paid no more, competent counsel will be reluctant to accept fee
22 award cases.

23 *Ketchum*, 24 Cal. 4th at 1132-33.

24 A fee award that adjusts for contingency fee risk "constitutes earned compensation;
25 unlike a windfall, it is neither unexpected nor fortuitous." *Id.* at 1138. The contingent risk
26 factor is the single most important enhancement factor under California law even for actions
27 where statutory fees are available. *See Horsford v. Board of Trustees of Calif. State Univ.*, 132
28 Cal. App. 4th 359, 399 (2005) (reversing a trial court order for failure to consider contingent

1 risk for statutory fees pursuant to FEHA). The main criterion for risk is the risk of *complete*
2 *loss*, which would leave counsel unable to recover fees. *See Graham*, 34 Cal. 4th at 583
3 (explaining that a multiplier corresponds to risk of loss, with the risk of not being the
4 successful party ranking highest). This risk is particularly acute for contingency fee attorneys
5 because they “must use savings or incur debt to keep their offices afloat and their families fed
6 during the years-long litigation.” *Horsford*, 132 Cal. App. 4th at 400.

7 Here, Class Counsel bore the entire risk of recovery. Class Counsel took Plaintiff’s
8 cases on a pure contingency basis, with no guarantee of any payment. Valle Decl., ¶ 42. Before
9 mediation, Class Counsel spent significant time on discovery and preparing for mediation
10 despite the risk of recovering nothing. Had the litigation continued, Defendant would
11 undoubtedly have mounted an aggressive defense, at the pleading stage, at the certification
12 stage, and at the merits stage. *Id.* A defeat at one of these stages could have foreclosed the
13 possibility of Class Counsel recovering full remuneration for their time and effort. *Id.* Yet, in
14 spite of these considerable challenges that enhanced the already-high contingency risk, Class
15 Counsel was able to obtain a settlement fund of \$400,000. A fee award in the amount of
16 \$133,333.33 is thus fair and reasonable.

17 **V. CLASS COUNSEL’S REQUESTED COST AWARD IS REASONABLE AND**
18 **SHOULD RECEIVE FINAL APPROVAL**

19 The Settlement Agreement allows Class Counsel to seek reimbursement of litigation
20 costs in an amount not to exceed \$25,000. Valle Decl., Ex. 1, ¶ 3.2.2. Class Counsel requests
21 reimbursement of their actual litigation costs in the sum of \$19,295.07, for items such as filing
22 fees, copies, postage, mediation fees, appearance fees, and other fees related to the litigation. *See*
23 *Alba Conte, Attorney Fee Awards* § 2:08 at 50-51 (“The prevailing view is that expenses are
24 awarded in addition to the fee percentage.”); *see also* Valle Decl., ¶ 39. Ex. 2. Since Class
25 Counsel’s costs did not reach the maximum of \$25,000, the remaining \$5,704.93 will revert to
26 and increase the Net Settlement Amount. Valle Decl., Ex. 1, ¶ 3.2.2. All of the costs were
27 reasonable and necessary for the prosecution of this case. Valle Decl., ¶ 39.

28 **VI. THE CLASS REPRESENTATIVE ENHANCEMENT AWARD IS REASONABLE**

1 Plaintiff seeks an Enhancement Award for accepting the responsibilities of representing
2 the interests of all Class Members and assuming the risks and potential costs that were not borne
3 by any other Class Members. A named plaintiff is eligible for payment that reasonably
4 compensates him or her for undertaking and fulfilling a fiduciary duty to represent absent class
5 members. *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1393 (Cal. App. 1st Dist.
6 2010); *Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th 715, 726 (2004). “[T]he rationale for making
7 enhancement or incentive awards to named plaintiffs is that they should be compensated for the
8 expense or risk they have incurred in conferring a benefit on other members of the class.” *Clark v.*
9 *American Residential Services LLC*, 175 Cal. App. 4th 785 (2009). By actively pursuing this
10 action, Plaintiff has furthered the California public policy goal of enforcing the State’s wage and
11 hour laws. *See Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 340 (2004). Here, the
12 requested award is appropriate.

13 In analyzing the reasonableness of the incentive award, courts consider (1) the risk to
14 the class representative in commencing the suit, both financial and otherwise; (2) the notoriety
15 and personal difficulties encountered by the class representative; (3) the amount of time and
16 effort spent by the class representative; (4) the duration of the litigation; and (5) the personal
17 benefit or lack thereof enjoyed by the class representative as a result of the litigation. *Cellphone*
18 *Termination Fee Cases*, 186 Cal.App.4th 1380, 1394-1395 (2010) (citing *Van Vranken v.*
19 *Atlantic Richfield Co.*, 901 F.Supp. 294 (N.D. Cal. 1995)). These factors support Plaintiff’s
20 requested incentive award.

21 First, unlike other Class Members, Plaintiff risked paying for Defendant’s litigation costs
22 to provide a benefit to the class. Under the Code of Civil Procedure, a prevailing party is
23 “entitled as a matter of right to recover costs in any action or proceeding.” Code Civ. Proc. §
24 1032(b). If this case did not successfully conclude in Plaintiff’s favor, she could have been
25 responsible for paying costs. Declaration of Noreen Mendoza, (“Mendoza Decl.”), ¶ 8. That risk
26 must be taken into account. *Guerrero v. United States Gypsum Company*, 2022 WL 18026330,
27 at *8 (S.D. Cal. Dec. 30, 2022). Moreover, unlike other Class Members, Plaintiff signed a
28 broad general release affecting all other claims (including potential employment claims) she

1 could have brought against Defendant. Valle Decl., Ex. 1, ¶ 6.1.

2 Second, courts recognize that in acting as a class representative, a plaintiff has
3 assumed a reputation risk that may impact their ability to find employment in the near and
4 distant future. *Guerrero*, 2022 WL 18026330, at *8; *Shields v. Amerigas Propane, Inc.*, 2017
5 WL 11682900, at *9 (C.D. Cal. July 31, 2017) (holding there is an inherent reputational risk
6 posed by pursuing wage and hour claims against an employer.) Here, Plaintiff placed her
7 reputation at stake by asserting an action against her employer, which may impact her ability to
8 find employment in the near and distant future. Mendoza Decl., ¶¶ 8, 10. This is especially true
9 where records of this action and Plaintiff’s involvement in this action are freely available online
10 and can be discovered by future potential employers. Valle Decl., ¶ 47. For example, a Google
11 search of “Noreen Mendoza PropertyRate” (a search that could easily be undertaken during an
12 employment related background check) immediately directs the user to six consecutive entries
13 from Cabia.org, ILYM Group, Inc., Trellis.Law and UniCourt.com, revealing the filing date,
14 status, and docket entries of this action. *Id.* UniCourt.com’s listing also describes this action as
15 a “Labor – Other Labor lawsuit,” which may negatively affect her ability to find employment in
16 the future. *Id.* The notice was also sent to over 200 current and former employees of Defendant,
17 which creates a risk to future career prospects, since those employees may know companies that
18 do not want to hire someone who sued their employer. Mendoza Decl., ¶ 10.

19 Third, Plaintiff estimates that she has dedicated approximately 50 hours of her time to
20 prosecuting this action during the duration of this case. Mendoza Decl., ¶ 11. As a Class
21 Representative, Plaintiff assisted counsel in gathering the evidence necessary to prosecute the
22 claims on behalf of the Class, responding to requests for information from her attorneys,
23 gathering and reviewing documents, providing critical information regarding Defendant’s
24 operations and the day-to-day experiences of the Class Members, helping Class Counsel evaluate
25 the claims for mediation, and regularly seeking reports on the status of the case. Mendoza Decl.,
26 ¶¶ 4-6, 11. Plaintiff also participated at the mediation and reviewed the settlement to ensure that
27 class members received fair amounts. *Id.*

1 Fourth, the duration of this action also weighs in favor of the requested enhancement
2 award. Plaintiff filed this action in November 2021. Mendoza Decl., ¶ 3; Valle Decl., ¶ 3. Rather
3 than attempting to resolve their claims quickly, Plaintiff waited nearly three years for a resolution
4 to this action to confer a benefit on all Class Members for Defendant's alleged violations.

5 Fifth, there is a lack of personal benefit when "a class representative will not gain any
6 benefit beyond that he would receive as an ordinary class member." *Shvager v. ViaSat, Inc.*, 2014
7 WL 12585790 at *24 (C.D. Mar. 10, 2014); *Van Vranken*, 901 F.Supp. at 299. Defendant has not
8 entered into any other agreement with Plaintiff aside from the Settlement and her general release,
9 Plaintiff's requested incentive award is the sole means through which she will be compensated for
10 her actions as a class representative. Valle Decl., ¶ 48. Plaintiff's enhancement award of \$10,000
11 is justified in this present case when considering certain Participating Class Members will receive
12 over \$3,802.84 in this action. It would be unfair to award Plaintiff an enhancement award that is
13 so near to certain Participating Class Members' payouts. The Participating Class Members did not
14 have to invest their time, work with Class Counsel, or publicize their name in this action as
15 Plaintiff did. As such, a higher award is justified in this case.

16 Additionally, no Class Members objected to the amount of additional compensation
17 sought by Plaintiff, which represents less than 1% of the \$400,000.00 Gross Settlement Amount.
18 As such, the award is reasonable in light of the substantial benefits Plaintiff conferred upon the
19 settlement class. Thus, Plaintiff should be adequately compensated for her role in obtaining the
20 Settlement.

21 **VII. THE SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE**

22 The Parties agreed to hire ILYM Group, Inc. as the Settlement Administrator, and the
23 Court approved this choice at the time of the Preliminary Approval hearing. The Settlement
24 Administrator was responsible for updating the mailing addresses of the Class Members, mailing
25 the Notice Packets to each Class Member, responding to Class Member inquiries, providing
26 weekly status reports, answering questions posed by Counsel for the Parties, and providing a
27 declaration to document its duties and responsibilities under the Settlement. *See generally*
28 Settlement Agreement. Following the granting of final approval, ILYM Group, Inc.'s duties will

1 continue in order to calculate and to mail the settlement payments to Class Members, disburse
2 other payments as ordered by the Court, and perform such other duties as described in the
3 Agreement. *Id.* The requested amount of \$4,700.00 for services rendered and to be rendered is
4 fair and reasonable and should be granted.

5 **VIII. CONCLUSION**

6 Based on the foregoing, Class Counsel respectfully request the Court grant final approval
7 of the Class Action Settlement, award Class Counsel their attorneys' fees of \$133,333.33 and
8 reimbursement of their litigation costs in the sum of \$19,295.07, award the Class Representative
9 Enhancement Award to Plaintiff in the sum of \$10,000.00, approve payment of \$22,500.00 for
10 the LWDA's share of penalties under PAGA, and award \$4,700.00 to ILYM Group, Inc. for its
11 Settlement Administration expenses.

12
13 Dated: July 11, 2024

AEGIS LAW FIRM, PC

14
15 
16

17 By: _____

Alex J. Valle
Attorney for Plaintiff