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Attorneys for Plaintiff Socorro Mata Cruz on behalf of herself
and on behalf of all persons similarly situated, and on behalf of herself, the
Labor Workforce Development Agency, and similarly situated aggrieved
current and former employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA – UNLIMITED JURISDICTION

SOCORRO MATA CRUZ on behalf of herself and on behalf of all persons similarly situated, and on behalf of herself, the Labor Workforce Development Agency, and similarly situated aggrieved current and former employees	)	Case Number: C22-00538
	)	
	)	NOTICE OF MOTION AND MOTION FOR
	)	FINAL APPROVAL OF CLASS ACTION
	)	AND REPRESENTATIVE ACTION
	)	SETTLEMENT AND MEMORANDUM OF
	)	POINTS AND AUTHORITIES IN SUPPORT
	)	THEREOF
	)	
Plaintiff	)	
vs.	)	Date: January 25, 2024
	)	Time: 9:00 a.m.
	)	Dept.: 12
RTSF PETRO VENTURES, INC., doing business as SUPERSTATION CAR WASH; RAYMOND YU, an individual; and TIM YU, an individual; and DOES 1- 20 inclusive	)	
	)	Judge: The Honorable Charles S. Treat
	)	
	)	Complaint Filed: March 23, 2022
	)	
Defendants	)	
	)	

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on January 25, 2024 at 9:00 a.m. or as soon thereafter as the
3 matter may be heard in Department 12 of the Superior Court of the State of California, County of
4 Contra Costa, located at 725 Court Street, Martinez, CA 94553, Plaintiff Socorro Mata Cruz, on
5 behalf of herself and all others similarly situated, will and does hereby move this Court for an Order:

6 1. Granting Final Approval of the proposed class and representative action settlement on
7 the terms and conditions set forth in the Joint Stipulation of Settlement and Release of Claims
8 (“Settlement Agreement”);

9 2. Finally confirming certification of the Settlement Class for settlement purposes;

10 3. Finally confirming the appointment of Plaintiff Socorro Mata Cruz as the Class
11 Representative for settlement purposes;

12 4. Finally confirming the appointment of Patrick R. Co, Esq., of the Co Law Firm and
13 G. Martin Velez, Esq., of the Law Office of G. Martin Velez as Class Counsel for settlement
14 purposes;

15 5. Finally confirming the appointment of Class Action Claims Administrator, Inc. as the
16 Settlement Administrator;

17 6. Approving an award of \$145,933 in attorneys’ fees to Class Counsel Patrick R. Co,
18 Esq., of the Co Law Firm and G. Martin Velez, Esq., of the Law Office of G. Martin Velez;

19 7. Approving an award of \$9,811.79 in actual and reasonable litigation costs to Class
20 Counsel Patrick R. Co, Esq., of the Co Law Firm and G. Martin Velez, Esq., of the Law Office of G.
21 Martin Velez;

22 8. Approving an award of \$10,000 to Plaintiff Socorro Mata Cruz as a Class
23 Representative Enhancement Payment;

24 9. Approving payment of settlement administration costs of \$8,414 to Class Action
25 Claims Administrator, Inc. as authorized under the Settlement Agreement and preliminary approval
26 by order of this court dated September 5, 2023;

27 10. Approving an award of \$20,000 for civil penalties under the Private Attorneys
28 General Act of 2004 (“PAGA”), \$15,000 of which will be paid to the California Labor and

1 Workforce Development Agency (“LWDA”) and \$5,000 of which will be paid to the PAGA Class
2 aggrieved employees;

3 11. Directing Class Action Claims Administrator, Inc. to distribute the following from the
4 Settlement Fund: the individual settlement payments to all participating Class Members in
5 accordance with the Settlement Agreement, the Class Representative Enhancement Award, the Class
6 Counsel Awards, the Settlement Administration Costs, the civil penalties under PAGA to the LWDA
7 and to the PAGA Class aggrieved employees;

8 12. Entering final judgment, and without affecting the finality of the final judgment, to
9 reserve this court’s continuing jurisdiction over the Parties for the purposes of implementing,
10 enforcing, or administering the terms of the Settlement Agreement.

11 This motion is made on the grounds that the proposed Settlement, preliminarily approved by
12 this court on September 5, 2023, is the product of arms’-length, good-faith negotiations, is fair and
13 reasonable to the Class, and should now be finally approved, as more fully discussed in the
14 accompanying memorandum of points and authorities in support thereof.

15 This motion is based on this notice of motion, the accompanying memorandum of points and
16 authorities in support thereof, declarations of Class Counsel Patrick R. Co and G. Martin Velez,
17 declaration of Karin Peternel of Class Action Claims Administration, declaration of Socorro Mata
18 Cruz, the Settlement Agreement, the Notice of Class Action Settlement, the Order Granting
19 Preliminary Approval filed September 5, 2023, all other pleadings and papers on file in this action,
20 and any argument by counsel or other matter that this court may consider.

21 Dated: January 2, 2024

The Co Law Firm

22
23 /s/ Patrick Co

Socorro Mata Cruz

24 Attorney for Plaintiff Socorro Mata Cruz, on
25 behalf of herself and on behalf of all persons
26 similarly situated, and on behalf of herself, the
27 Labor Workforce Development Agency, and
28 similarly situated aggrieved current and former
employees

1 Dated: January 2, 2024

Law Office of G. Martin Velez

2
3 /s/ Martin Velez

4 G. Martin Velez

5 Attorney for Plaintiff Socorro Mata Cruz, on
6 behalf of herself and on behalf of all persons
7 similarly situated, and on behalf of herself, the
8 Labor Workforce Development Agency, and
9 similarly situated aggrieved current and former
10 employees
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13	<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224	13

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. Introduction**

3 Plaintiff Socorro Mata Cruz seeks final approval of a \$437,800.00 wage and hour class action
4 and Private Attorneys General Act (“PAGA”) settlement on behalf of 107 current and former non-
5 exempt car washers and car detailers employed by Defendant RTSF Petro Ventures, Inc. (“RTSF”) during the periods of March 23, 2018 to September 11, 2023 (“Class Period”) and December 29,
6 2020 to September 11, 2023 (“PAGA Period”). (Declaration of G. Martin Velez (“Velez Decl.”), ¶ 10.) After this court preliminarily approved the Settlement on September 5, 2023, it was determined
7 that the Class had 107 members, not 98 as previously estimated. (Declaration of Karin Peternel
8 (“Peternel Decl.”), ¶ 3; Velez Decl. ¶ 11.)

9 On October 23, 2023, the court-approved Notice of Class Action Settlement and Opt-Out
10 Form were mailed to 107 Class Members informing them of their rights and benefits under the
11 Settlement, the number of weeks worked during the Class Period, number of pay period worked
12 during the PAGA Period, how to dispute those work weeks and pay periods and the estimated
13 settlement payment, and the right to request exclusion or object to the Settlement by December 22,
14 2023. (Peternel Decl., ¶¶ 5-6.)

15 Support for the Settlement is strong. No Class Member objected to or requested exclusion
16 from the Settlement. (Peternel Decl., ¶ 6.) Participating Class Members will receive an average
17 estimated payment of \$2,277.00, with 25 Class Members who worked the entire Class Period
18 receiving \$6,148.00, which is the highest payment. (Peternel Decl., ¶ 3.)

19 **II. The Parties, Class, and PAGA Members**

20 Plaintiff Socorro Mata Cruz has worked at SuperStation Car Wash in Pleasant Hill,
21 California since the mid 2000s as an hourly employee washing cars. (Declaration of Socorro Mata
22 Cruz (“Mata Cruz Decl.”), ¶ 2.)

23 Defendant RTSF, doing business as SuperStation Car Wash, owns and operates SuperStation
24 Car Wash located at 627 Contra Costa Boulevard in Pleasant Hill, California (also referred to as 627
25 Contra Costa Boulevard in Concord, California) and SuperStation Car Wash located at 43601 South
26 Grimmer Boulevard in Fremont, California. Defendant Raymond Yu is the Chief Executive Officer,

1 Secretary, Chief Financial Officer, and a Director of RTSF. Defendant Tim Yu is a Director of
2 RTSF. (See Class Action and Representative Action Complaint (“Complaint”), ¶¶ 4-5, 10; Velez
3 Decl., ¶ 3.)

4 Class Members were employed by RTSF as non-exempt car washers and car detailers any
5 time during the period of March 23, 2018 to September 11, 2023. (Peternel Decl., ¶ 3.)

6 There are 107 Class Members, not the previously estimated 98. Peternel Decl., ¶ 3; Velez Decl., ¶
7 11.) PAGA Members are 57 of the 107 Class Members who worked for RTSF during the period of
8 December 29, 2020 to September 11, 2023. (Peternel Decl., ¶ 3.)

9 **III. Procedural History**

10 On December 29, 2021, Plaintiff submitted a PAGA claim notice to the Labor & Workforce
11 Development Agency pursuant to Labor Code section 2699.3 et seq., and, then on March 23, 2022,
12 Plaintiff filed a Class Action and Representative Action complaint against RTSF, Raymond Yu and
13 Tim Yu in Contra Costa County Superior Court. (Velez Decl., ¶ 4.) In the complaint, Plaintiff states
14 causes of action for (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure
15 to pay wages, (4) failure to pay reporting time wages, (5) failure to provide accurate wage
16 statements, (6) violations of Business and Professions Code, and (7) violations of Private Attorneys
17 General Act. RTSF is named as a defendant in all seven causes of action and Raymond Yu and Tim
18 Yu are named as defendants in the seventh cause of action, i.e., the PAGA action. Defendants filed
19 an answer on July 12, 2022. The complaint sets forth a meal period class, a rest period class, an
20 unpaid wages class, a reporting time wages class, and a wage statement class.

21 **IV. Plaintiff’s Contentions and RTSF’s Defenses**

22 Plaintiff worked for RTSF as a non-exempt car washer during the relevant Class Period.
23 (Mata Cruz Decl., ¶ 2.) During that time, RTSF failed to provide Plaintiff and proposed Class
24 Members with meal periods, failed to authorize and permit Plaintiff and proposed Class Members to
25 take rest breaks, and failed to pay Plaintiff and proposed Class Members an additional hour of pay at
26 the regular rate of compensation for each workday in which a meal period and/or rest break violation
27 occurred. (Declaration of Patrick Co (“Co Decl.”), ¶ 9.) Because it failed to pay an additional hour
28

1 of pay for said violations, RTSF issued inaccurate wage statements to Plaintiff and proposed Class
2 Members.

3 RTSF has denied all of Plaintiff's allegations, has denied liability, and has denied that this
4 case is appropriate for class certification other than for purposes of settlement. (Co Decl., ¶ 10.)

5 **V. Discovery, Investigation, and Mediation**

6 Plaintiff, through her counsel, conducted a diligent investigation of the issues affecting
7 certification, the merits of the class and representative claims, and potential damages and penalties
8 for the claims alleged. Plaintiff served three sets of written discovery, including requests for
9 production of documents and form and special interrogatories. RTSF produced 9,208 documents,
10 including 8,834 timesheets and corresponding wage statement information for Class Members for
11 the Class Period, and produced RTSF's relevant policies. Plaintiff extensively examined the
12 documents, analyzing 24.1 percent of the timesheets to determine the extent and frequency of meal
13 period and rest break violations, which provided the framework for assessing damages and penalties.
14 (Velez Decl., ¶¶ 5, 18, Co Decl., ¶¶ 11-12, 14.)

15 The Parties mediated this case on December 21, 2022 with JAMS before Michael Loeb, Esq.,
16 an experienced wage and hour class action mediator. At the conclusion of a full day mediation, the
17 Parties reached a resolution of this action. Thereafter, the Parties negotiated all necessary terms and
18 entered into a Joint Stipulation of Settlement and Release of Claims, preliminarily approved by this
19 Court on September 5, 2023. Notice of Entry of Order was provided on September 11, 2023. (Velez
20 Decl. ¶ 8, Co Decl., ¶ 13.)

21 **VI. Summary of Proposed Settlement**

22 **A. Settlement Terms**

23 Subject to Court approval, RTSF will pay a Gross Settlement Amount ("GSA") of \$437,800.
24 The terms of the Settlement include the following: (a) settlement administration costs in the amount
25 of \$8,414 to Class Action Claims Administration, (b) attorneys' fees in the amount of \$145,933, (c)
26 litigation costs of \$9,811.79, (d) Class Representative service payment of \$10,000, and (e) PAGA
27 payment of \$20,000 (\$15,000 to the Labor Workforce & Development Agency (75%) and \$5,000 to
28

1 PAGA aggrieved employees (25%)). (Velez Decl., ¶ 9.) RTSF shall pay the employer share of the
2 payroll taxes as required by law, which will be paid by RTSF outside of the GSA.

3 After the court-approved deductions, the estimated Net Settlement Amount (“NSA”) of
4 \$243,641.21 will be distributed to participating Class Members. Individual Settlement Amounts will
5 be calculated by multiplying each Class Member’s Qualifying Class Workweeks by the Weekly
6 Amount. Class Members will receive average estimated payments of \$2,277, with \$6,148.00 being
7 the highest payment to a Class Member, which will be received by 25 Class Members who worked
8 the entire Class Period. Plaintiff’s estimated individual payment is \$6,148.00. (Peternel Decl., ¶¶ 3-
9 4.)

10 PAGA Payments will be calculated by multiplying \$0.95 by the number of Workweeks
11 during the PAGA Period. (Peternel Decl., ¶ 3.)

12 The Settlement distribution is fair and reasonable, does not give preferential treatment to any
13 Class Member, and can be made from data readily available from RTSF records. The Administrator
14 can apply the formula fairly and transparently. (Velez Decl., ¶¶ 10-22, Co Decl., ¶¶ 17-27.)

15 No portion of the GSA will revert to RTSF. After 90 days of issuance, uncashed checks shall
16 be voided. The entire amount of each Settlement Class Member’s uncashed settlement check shall
17 be transmitted to the California Department of Industrial Relations, to be placed in its Unclaimed
18 Wage Fund. (Velez Decl., ¶ 16.)

19 **B. Preliminary Approval, Notice to the Class, and Response**

20 **1. Preliminary Approval and Class Notice**

21 On September 5, 2023, the Court preliminarily approved the proposed Settlement, and Notice
22 of Entry of Order was provided on September 11, 2023. (Velez Decl., ¶ 8.) A final review of the
23 data showed the Class had 107 members, rather than the earlier estimated 98. (Peternel Decl., ¶ 3;
24 Velez Decl., ¶¶ 6, 11.) The Settlement Administrator also made a final calculation, resulting in an
25 increase in pay periods to 11,294 from 8,834. (Peternel Decl., ¶ 3; Velez Decl., ¶ 18.)

26 On October 23, 2023, the Settlement Administrator mailed a Notice of Settlement to all Class
27 Members. The Notice advised (1) the Action is pending, (2) proposed settlement terms, (3)
28

(4) released claims, (5) right to object or request exclusion, and (6) date, time, and place of the final approval hearing. (Peternel Decl., ¶ 5.)

2. The Class' Response to the Notice

The Class response to the Settlement was extremely favorable. No objections or request for exclusion were received. (Peternel Decl., ¶ 6.)

By granting preliminary approval, the Court determined the first three factors set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801-1802 were met when it granted preliminary approval: (1) the settlement was reached through arm's-length bargaining, (2) investigation and discovery allowed counsel and the court to act intelligently, and (3) counsel was experienced in similar litigation. The fourth factor could not be known until the Class had notice and opportunity to respond. (See *Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at pp. 1801-1802.) The fourth *Dunk* factor was established when the Class, after receiving notice, and having an opportunity to respond, overwhelmingly approved the Settlement. (Peternel Decl., ¶¶ 5-6.)

VII. The Settlement is Fair, Adequate, and Reasonable

The Preliminary Approval Motion thoroughly analyzed the terms of the proposed Settlement in light of *Dunk* (establishing factors supporting a presumption of fairness) and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (establishing factors determining whether a settlement is in the Class' best interest, is adequate, and reasonable), which the Court considered in granting preliminary approval. (See Velez Decl., ¶¶ 10-22, Co Decl., ¶¶ 17-27.)

VIII. Attorneys' Fees Are Reasonable and Should Be Awarded

Class Counsel requests attorneys' fees of \$145,933.00, which represents one-third of the settlement amount. Class Counsel expended 315.3 hours, a \$196,895.00 lodestar. (Velez Decl., ¶¶ 33, 39, Exhibit C, Co Decl., ¶¶ 28-29, 34, Exhibit 2.)

A. The Results Achieved Support the Fee Request

The most important factor to consider in granting a fee award is the success obtained. (*In re Heritage Bond Litigation* (C.D. Cal. June 10, 2005, No. 02-ML-1475-RCx) 2005 WL 1594403 * 19, citing *Hensley v. Eckerhart* (1983) 461 U.S. 424.) An excellent result was achieved, enforcing the law and providing benefits to the Class.

1 The Class was provided notice of all settlement terms, including that Counsel would request
2 an award of attorneys' fees up to one-third of the GSA, i.e., \$145,933.00. No Class Member
3 objected to the attorneys' fees award. (Peternel Decl., ¶¶ 5-6, Exhibit A.)

4 **B. A Fee Award Based on a Percentage of the Common Fund is Appropriate**

5 The California Supreme Court recognized it is appropriate to award attorneys' fees
6 based on a percentage of the total value of benefits to Class Members from the settlement, also
7 known as the "common fund" method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th
8 480, 503; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 (*Serrano III*); *Vincent v. Hughes Air West, Inc.*
9 (9th Cir. 1977) 557 F.2d 759, 769; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
10 239-40 [California courts look to federal courts analyzing class issues].)

11 "[T]he lodestar method is not necessarily utilized in common fund cases." (*Lealao v.*
12 *Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 27; *Dunk v. Ford Motor Co., supra*, 48
13 Cal.App.4th at p. 1808 [attorneys' fees may be calculated as percentage of fund where settlement
14 amount is certain or easily calculable].)

15 A common fund fee award is especially appropriate here as it spreads the attorneys' fees
16 among all beneficiaries of the fund; aligns incentives between counsel and the class; better
17 approximates market conditions in a contingency case; and encourages class counsel to seek early
18 settlement and avoid unnecessarily prolonging litigation, which prevents unnecessary use of judicial
19 and party resources, delay in correcting alleged unlawful practices, and delay in compensating the
20 class. (*Laffitte v. Robert Half International, Inc., supra*, 1 Cal.5th at p. 503.)

21 With the guiding principle that early class action settlements are favored and may not
22 diminish an award of attorneys' fees, Class Counsel submits the fee request should be awarded,
23 based on the risks and complexities of prosecuting the action, the contingent nature of any fee,
24 their experience in handling cases of this type, fees commonly awarded in these cases, and
25 vindication of the Class' rights.

26 The purpose of the common fund approach is to "spread litigation costs proportionally
27 among all the beneficiaries so that the active beneficiary does not bear the entire burden alone."
28 (*Vincent v. Hughes Air West, Inc., supra*, 557 F.2d at p. 769.) "[O]ne who expends attorneys' fees in

1 winning a suit which creates a fund from which others derive benefits may require those passive
2 beneficiaries to bear a fair share of the litigation costs.” (*Quinn v. State of California* (1995) 15
3 Cal.3d 162, 167.) The common fund doctrine has been applied “consistently in California when an
4 action brought by one party creates a fund in which other persons are entitled to share.” (*City and*
5 *County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110.)

6 Class Counsel undertook representation at their own expense, with compensation wholly
7 contingent upon providing a Class benefit. Class Members will benefit from the proposed
8 Settlement and receive monetary payments. Based on the defined and clearly traceable Class
9 benefit, the Court may award a percentage of the common fund as attorneys’ fees. (Velez Decl., ¶¶
10 31-39, Co Decl., ¶¶ 28-33.)

11 **C. One-Third of the Common Fund is a Reasonable Fee**

12 “California courts routinely award attorneys’ fees of one-third of the common fund.”
13 (*Beaver v. Tarsadia Hotels* (S.D. Cal. 2017, No. 11-CV-01842-GPC-KSC) 2017 WL 4310707, * 9)
14 Several studies of class action fee awards have found the median common fund fee award is
15 approximately one-third of the total settlement fund. (See, e.g., *Chavez v. Netflix, Inc.* (2008) 162
16 Cal.App.4th 43, 66, n.11 [“fee awards in class actions average around one-third of the
17 recovery”]; Reagan W. Silber and Frank E. Goodrich, Common Funds and Common Problems:
18 Fee Objections and Class Counsel’s Response, 17 Rev. Litig. 525, 546 (1998); T. Willging, L.
19 Hooper and R. Niemic, Empirical Study of Class Actions in Four Federal District Courts: Final
20 Report to the Advisory Committee on Civil Rules, 90 (1996) [attorneys’ fees in class litigation
21 “were generally in the traditional range of approximately one-third of the total settlement”].

22 Counsel’s request for one-third of the common fund is in the mid-range of awards which
23 commonly range from 20% to 50%, and is fair compensation for undertaking complex, risky,
24 litigation on a contingent basis, and for the result achieved for the Class. (Co Decl., ¶¶ 30-33.)

25 Some courts have found an award of 33% of a common fund is the “benchmark” in
26 California. (*Smith v. CRST Van Expedited, Inc.* (S.D. Cal. Jan. 14, 2013, No. 10-CV-1116-IEG
27 (WMC)) 2013 WL 163293, * 5 [“These percentages compare favorably with” the
28 California (33%) benchmark]; *Dennis v. Kellogg Co.* (S.D. Cal. Nov. 14, 2013, No. 09-CV-1786-L

(WMc)) 2013 WL 6055326, * 7.) Class Counsel’s fee request is consistent with market rates, awards in similar California cases, and is reasonable. (Co Decl., ¶¶ 30-33, Exhibit 1.)

D. A Lodestar Cross-Check is Not Required

Many Courts decline a lodestar cross-check. (*Glass v. UBS Financial Services, Inc.* (N.D. Cal. Jan 26, 2007, No. C-06-4068-MMC) 2007 WL 221862, * 16 [“no need to conduct a lodestar cross-check [as] [c]lass counsel’s prompt action in negotiating a settlement while the state of the law remained uncertain should be fully rewarded”]; *Lopez v. Youngblood* (E.D. Cal. Sept. 2, 2001, No. CV-F-07-0474-DLB) 2011 WL 10483569, * 14 [“lodestar cross-check is not required in this circuit, and in a case such as this, is not a useful reference”].)

Even when used, a cross-check “calculation need entail neither mathematical precision nor bean-counting,” is not a “full-blown lodestar inquiry,” and “can be performed with a less exhaustive cataloguing and review of counsel’s hours.” (*Barbosa v. Cargill Meat Solutions Corp.* (E.D. Cal. 2013) 297 F.R.D. 431, 451.)

A lodestar is calculated from compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorneys. (*Serrano v. Priest, supra*, 20 Cal.3d at p. 48.) The court then enhances the lodestar by a “multiplier” to account for a range of factors, such as novelty and difficulty of the case, its contingent nature, and the degree of success achieved. (*Id.*; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-36.) No multiplier would be needed here.

E. Counsel’s Hourly Rates Are Reasonable

Class Counsel are entitled to hourly rates charged by attorneys of comparable experience, reputation, and ability for similar litigation. (*Ketchum v. Moses, supra*, 24 Cal.4th at p. 1133; *Children’s Hospital and Medical Center v. Bonta* (2002) 97 Cal.App.4th 740, 783 [rates were “within the range of reasonable rates charged by and judicially awarded comparable attorneys for comparable work”].) When determining reasonable rates, Courts may consider skill, experience, nature of the work performed, and the relevant area of expertise and the attorney’s customary billing rates. (*Flannery v. California Highway Patrol* (1998) 61 Cal.App.4th 629, 632.) Class Counsel’s skill and experience support their hourly rates and are in line with those

1 typically approved in California wage and hour class actions. Class Counsel's practices are focused
2 on representing plaintiffs in employment disputes against their employers, including wage and hour
3 class action. and representative actions. (Velez Decl., ¶ 36, Co Decl., ¶¶ 5-6.)

4 Class Counsel have together over 50 years' experience as practicing attorneys, with
5 substantial experience in employment litigation, including wage and hour litigation. (Velez Decl., ¶¶
6 36-39, Co Decl., ¶¶ 2-6.) Class Counsel's skill and experience support their hourly rates (i.e., G.
7 Martin Velez - \$650 per hour, Patrick R. Co - \$600 per hour), which are in line with those typically
8 approved in California wage and hour class action litigation. The Laffey Matrix would actually
9 provide a rate increase. (Co Decl., ¶ 33, Exhibit 1.)

10 **F. Class Counsel's Total Hours Are Reasonable**

11 Hours are reasonable if, "at the time rendered, [they] would have been undertaken by a
12 reasonable and prudent lawyer to advance or protect his client's interest." (*Moore v. Jas. H.*
13 *Matthews & Co.* (9th Cir. 1982) 682 F.2d 830, 839; *Norman v. Housing Authority* (11th Cir. 1988)
14 836 F.2d 1292, 1306 ["The measure of reasonable hours is determined by the profession's
15 judgment of the time that may be conscionably billed and not the least time in which it might
16 theoretically have been done"].)

17 **G. Litigation Expenses Are Reasonable**

18 The Settlement allows Class Counsel to recover \$9,811.79 in costs. Counsel seeks
19 \$9,811.79 in reasonable and necessary costs. (Velez Decl., ¶ 35, Exhibit D.)

20 **IX. The Proposed PAGA Payment is Reasonable**

21 The settlement of PAGA penalties for \$20,000, of which \$15,000 (75%) will be paid to the
22 LWDA and \$5,000 (25%) to PAGA Members, is reasonable and appropriate. The Parties
23 negotiated a good faith amount for PAGA penalties, which was not the result of self-interest at
24 the expense of Class Members. (Co Decl., ¶ 37.) Where a "good faith amount" is
25 negotiated and "there is no indication that this amount was the result of self-interest at the expense of
26 other Class Members," it is generally considered reasonable. (*Hopson v. Hanesbrands Inc.* (N.D.
27 Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009 WL 928133, * 9.) A court has authority to
28 completely reduce penalties, as long as not to "zero." (*Thurman v. Bayshore Transit Management,*

1 *Inc.*, 203 Cal.App.4th 1112, 1135 (2012); see *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th
2 504, 517 [“nearly \$70 million in penalties” requested, trial court’s \$150,000 award upheld on
3 appeal].)

4 Plaintiff believed reasonable exposure was \$20,000 based on factors considered in
5 determining reasonable exposure for class claims, the ability of the court to reduce penalties nearly
6 to zero, and decisions significantly reducing penalties. (Velez Decl., ¶ 40, Exhibit E, Motion for
7 Preliminary Approval, 17:19-18:6, Co Decl., ¶ 37.)

8 The \$20,000 PAGA allocation is within the range approved by California courts. (*In Re*
9 *Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576, 589 [no abuse of discretion
10 approving settlement attributing \$0 to PAGA]; *Alcala v. Meyer Logistics, Inc.* (C.D. Cal. June 17,
11 2019, No. CV-17-7211-PSG (AGRx)) 2019 WL 4452961, * 9 [PAGA penalties 1.25% of settlement,
12 “falls within the zero to two percent range for PAGA claims approved by courts”]; *In re M.L. Stern*
13 *Overtime Litigation* (S.D. Cal. Apr. 13, 2009, No. 07-CV-0118-BTM (JMA) 2009 WL 995864, * 1
14 [PAGA penalties 2% of settlement].)

15 Class Counsel provided the LWDA with the Joint Stipulation and Settlement of Release of
16 Claims on June 14, 2023. The LWDA did not object. (Velez Decl., ¶ 23.) The LWDA was served
17 with this Final Approval Motion when filed. (Co Decl., ¶ 36.)

18 **X. The Service Award is Reasonable and Should Be Awarded**

19 Service awards “are fairly typical in class action[s],” “to compensate class representatives for
20 work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing
21 the action.” (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394; see also *Earley*
22 *v. Superior Court* (2000) 79 Cal.App.4th 1420, 1433 [“Those who choose to take the risks of
23 litigation should be the ones who bear the cost when they are unsuccessful [but] [w]hile imposition
24 of the entire cost burden on the named plaintiffs may have a chilling effect on the willingness of
25 plaintiffs to bring class action suits, this effect easily may be outweighed by the potential
26 recovery”].)

27 “Modern society seems increasingly to expose men to . . . group injuries for which
28 individually they are in a poor position to seek legal redress, either because they do not know

1 enough or because such redress is disproportionately expensive. If each is left to assert his rights
2 alone if and when he can, there will at best be a random and fragmentary enforcement, if there
3 is any at all. This result is not only unfortunate in the particular case, but it will operate
4 seriously to impair the deterrent effect of the sanctions which underlie much contemporary law.
5 The problem of fashioning an effective and inclusive group remedy is thus a major one.”
6 (*Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 807.) Enforcement of laws protecting California
7 employees would be “random and fragmentary,” or non-existent, if no one was willing to come
8 forward and spend time to work on behalf of others, and perhaps most importantly, take risks those
9 others do not bear.

10 Courts have concluded class action plaintiffs, not class members, take the risk of a
11 judgment for defendant’s costs. “Those who choose to take the risks of litigation should be the
12 ones who bear the cost when they are unsuccessful.” (*Earley v. Superior Court, supra*, 79
13 Cal.App.4th at p. 1433.) The *Earley* court contended this risk was balanced by potential reward.
14 “While imposition of the entire cost burden on the named plaintiffs may have a chilling
15 effect on the willingness of plaintiffs to bring class action suits, this effect easily may be
16 outweighed by the potential recovery.” (*Ibid.*) The recovery for a plaintiff in a class action will
17 always be less than an individual action, take much longer to obtain, and have no potential for
18 early settlement, as individual cases do, which may settle even before filing a public complaint.
19 So, when “[t]hose who choose to take the risks of litigation should be the ones who bear the
20 cost when they are unsuccessful” (*id.* at p. 1433), the risk can be offset by an adequate service
21 award.

22 Ms. Mata Cruz more than satisfied her obligation as class representative, as she was available
23 throughout this litigation to work with counsel to protect the interests of the Class and place them
24 above her own. Accepting the risk of judgment for RTSF’s costs, the potential loss of employment
25 opportunities, and achieving compensation for the Class are each sufficient to support a Service
26 Award of \$10,000 and together are more than sufficient. (Velez Decl., ¶¶ 25-30 ; Mata Cruz Decl., ¶
27 13.)

28 A service award here is especially appropriate and well deserved. In addition to

1 obtaining a significant monetary recovery, Ms. Mata Cruz worked diligently with Class Counsel to
2 provide important information regarding RTSF's practices and policies regarding the alleged wage
3 and hour violations. (Velez Decl., ¶¶ 25-30; Mata Cruz Decl., ¶¶ 5-8, 10, 13.)

4 The requested service payment is approximately three and a half times the average estimated
5 settlement Payment. (Velez Decl., ¶¶ 13, 30.) The Class received notice Ms. Mata Cruz would
6 request \$10,000. No Class Member objected. (Peternel Decl., ¶¶ 5-6.) Granting this Service
7 Payment is within the Court's discretion. (See *Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010)
8 186 Cal.App.4th 399, 412 [award more than twice average class member payment not abuse of
9 discretion].)

10 The service payment requested is considered a standard amount by many courts and is
11 especially justified here, given the benefit conferred on absent class members, who were
12 required to do nothing, but on average received nearly \$2,277 each, not an unsubstantial amount for
13 hourly car washers and car detailers.

14 **XI. Conclusion**

15 For the foregoing reasons, Plaintiff Socorro Mata Cruz requests that this court grant final
16 approval of the Settlement.

17
18 Dated: January 2, 2024

The Co Law Firm

19
20 /s/ Patrick Co

Socorro Mata Cruz

21 Attorney for Plaintiff Socorro Mata Cruz, on
22 behalf of herself and on behalf of all persons
23 similarly situated, and on behalf of herself, the
24 Labor Workforce Development Agency, and
25 similarly situated aggrieved current and former
26 employees
27
28

1 Dated: January 2, 2024

Law Office of G. Martin Velez

2
3 /s/ Martin Velez

4 G. Martin Velez

5 Attorney for Plaintiff Socorro Mata Cruz, on
6 behalf of herself and on behalf of all persons
7 similarly situated, and on behalf of herself, the
8 Labor Workforce Development Agency, and
9 similarly situated aggrieved current and former
10 employees
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