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

LUCIANO HERNANDEZ and MIGUEL
ANGEL RAMIREZ-MAYA, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons; and SILVIANO
RODRIGUEZ, individually, and on behalf of all
other similarly situated,

Plaintiffs,

v.

BURFORD FARMING COMPANY, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 21CECG03817

CLASS & REPRESENTATIVE ACTION

[Assigned to: Hon. D. Tyler Tharpe, Dept.
501]

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES**

[Filed concurrently with: Declaration of
Justin F. Marquez in Support of Plaintiffs'
Motion for Final Approval of Class Action
Settlement; Declarations Luciano Hernandez,
and Miguel Angel Ramirez-Maya;
Declaration of Laura Singh; [Proposed] Order
and Judgment Granting Plaintiffs' Motion for
Final Approval of Class Action Settlement]

FINAL APPROVAL HEARING

Date: August 10, 2023
Time: 3:27 p.m.
Dept: 501

1 **TO THE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on August 10, 2023, at 3:27 p.m., in Department Fresno
3 County Superior Court, 1130 O. Street, Fresno California 92721, pursuant to Code of Civil
4 Procedure § 382 and California Rules of Court 3.769, *et seq.*, Plaintiffs Luciano Hernandez, Miguel
5 Angel Ramirez-Maya, and Silviano Rodriguez (“Plaintiffs”) will move the Court for an Order
6 granting final approval of the proposed class action settlement between Plaintiffs and Defendant
7 Burford Farming Company, Inc. Plaintiffs further move the Court for an Order:

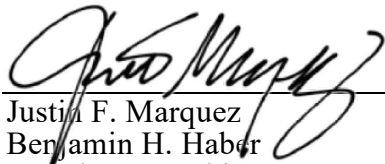
- 8 1. Certifying a Class for settlement purposes only;
- 9 2. Approving the settlement as fair and reasonable and finding that class members were
10 given notice of the settlement, and advised of their right to participate in the
11 settlement, object to the settlement, or exclude themselves from the settlement, in a
12 reasonable manner;
- 13 3. Appointing Plaintiffs Luciano Hernandez, Miguel Angel Ramirez-Maya, and Silviano
14 Rodriguez as Class Representatives for settlement purposes only, and approving
15 payments of \$10,000.00 to Plaintiffs Luciano Hernandez and Miguel Angel Ramirez-
16 Maya and \$5,000.00 to Plaintiff Silviano Rodriguez for their services as the Class
17 Representative;
- 18 4. Appointing Plaintiff’s Counsel, Wilshire Law Firm, PLC, as Class Counsel for
19 settlement purposes only;
- 20 5. Approving payment of settlement administrative expenses to CPT Group, Inc. in the
21 amount of \$7,250.00;
- 22 6. Approving payment of up to \$234,668.90 in attorney’s fees, which is 33 1/3% of the
23 Gross Settlement Amount of \$704,077.12 and costs of \$11,877.24 for litigating this
24 action to Class Counsel;
- 25 7. Approving the PAGA Settlement in the amount of \$20,000.00, with \$15,000.00 to be
26 paid to the California Labor Workforce Development Agency;
- 27 8. Directing that the clerk of the Court enter the Court’s order as a final judgment;
- 28 9. Without affecting the finality of the final judgment, reserving continuing jurisdiction

1 over the parties for the purposes of implementing, enforcing and/or administering the
2 Settlement or enforcing the terms of the judgment.

3 The Motion will be based upon this Notice, the attached Memorandum of Points and
4 Authorities, the Declarations of Justin F. Marquez, Luciano Hernandez, Miguel Angel Ramirez-
5 Maya, and Silviano Rodriguez, and Laura Singh, filed concurrently herewith, the records and files
6 in this action, and any other further evidence or argument that the Court may properly receive at
7 or before the hearing.

8
9 Dated: July 19, 2023

WILSHIRE LAW FIRM

10
11 By:  _____

12 Justin F. Marquez
13 Benjamin H. Haber
14 Arrash T. Fattahi

15 Attorneys for Plaintiffs
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I. INTRODUCTION

The proposed Settlement satisfies all the criteria for settlement approval under California law. A presumption of fairness exists as the Settlement was reached through extensive, mediated arm’s-length negotiations, sufficient investigation and discovery allowed Class Counsel to act intelligently, and Class Counsel is experienced in similar wage-and-hour litigation. The Settlement will provide substantial monetary payments to approximately 108 class members.¹ Upon the Court’s approval of the settlement, participating class members will receive an **estimated average net payment of \$3,643.65**. (Declaration of Laura Singh [“Singh Decl.”], ¶ 10.) Among the class members, the **estimated highest net payment will be \$7,838.65**. (*Id.*) As of filing this Motion, there are no objections to the settlement, no disputes to the number of workweeks, and no requests for exclusion. (*Id.* at ¶ 7.) Thus, the proposed Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members.

Plaintiffs' request for attorneys' fees in the amount of up to \$234,668.90 (which is one-third of the Settlement Amount), reimbursement of costs and expenses in the amount of \$11,877.24, enhancement awards in the amount of \$10,000.00 to Plaintiffs Luciano Hernandez ("Plaintiff Hernandez") and Miguel Angel Ramirez-Maya ("Plaintiff Ramirez-Maya"), an enhancement award in the amount of \$5,000.00 to Plaintiff Silviano Rodriguez ("Plaintiff Rodriguez"), Administration Expenses Payment of \$7,250.00, and a PAGA Settlement of \$20,000.00, with a 75% allocation to the California Labor Workforce Development Agency ("LWDA") in the amount of \$15,000.00, are

¹ In Plaintiffs' preliminary approval motion, Plaintiff indicated that there were approximately 97 class members as based on the initial list provided by Defendant. In the final class mailing list provided by Defendant to the Settlement Administrator, the list states that there are 108 class members in the class period. (Singh Decl., ¶ 3.)

also reasonable and thus should be approved by the Court. Accordingly, Plaintiffs respectfully request the Court grant final approval of the Settlement.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiffs' Claims and Relevant Background

This is a wage and hour class and Private Attorneys General Act ("PAGA") (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiffs and the putative class members worked in California as hourly-paid or non-exempt employees for Defendant during the class period. Defendant specializes in the farming and agricultural industry and runs its operation out of Fresno, California. (Declaration of Justin F. Marquez in Support of Plaintiff's Motion for Final Approval of Class Action Settlement ["Marquez Decl."], ¶ 2.)

Plaintiffs allege that Defendant's payroll, timekeeping, and wage and hour policies and practices resulted in Labor Code violations. Plaintiffs allege that Defendant failed to pay for all hours worked, by not recording the actual start and end times of shifts for each workday. Plaintiffs further allege that Defendant failed to provide employees with legally compliant meal and rest periods. Plaintiffs further allege that Defendant failed to reimburse employees for all necessary business-related expenditures. Based on these allegations, Plaintiffs assert claims against Defendant for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all final wages at termination, failure to provide accurate itemized wage statements, failure to indemnify employees for expenditures, unfair business practices, and civil penalties under PAGA. (*Id.* at ¶ 3.)

On December 28, 2021, Plaintiffs Luciano Hernandez and Miguel Angel Ramirez-Maya filed a putative wage and hour class action complaint against Defendant for: (1) failure to pay minimum wages, straight time wages, rest and recover periods, and other nonproductive time (Cal. Lab. Code §§ 204, 226.2, 1194, 1194.2, and 1197; IWC Wage Orders 13 and 14); (2) failure to pay overtime wages (Cal. Lab. Code §§ 226.2, 1194 and 1198; IWC Wage Orders 13 and 14); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.2, 226.7 and 512; IWC Wage Orders 13 and 14); (4) failure to authorize and permit rest periods (Cal. Lab. Code §§ 226.2 and

226.7; IWC Wage Orders 13 and 14); (5) failure to timely pay final wages at termination (Cal. Lab. Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Cal. Lab. Code §§ 226 and 226.2); (7) failure to indemnify for necessary business expenses (Cal. Lab. Code § 2802); and (8) unfair business practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*). (*Id.* at ¶ 4.) On March 3, 2022, Plaintiffs Hernandez and Ramirez-Maya separately filed a PAGA-only action against Defendant in the Fresno County Superior Court (Case No. 22CECG00669). (*Id.*) The PAGA-only action was dismissed after Plaintiffs Hernandez and Ramirez-Maya filed a First Amended Class & Representative Action Complaint on August 22, 2022 adding an additional class representative (Plaintiff Rodriguez) and the cause of action alleged in the separately-filed PAGA matter (the “Operative Complaint”). (*Id.*)

Following the filing of the initial Complaint, the Parties exchanged documents and information before mediating this action. (*Id.* at ¶ 5.) Defendant produced timekeeping and payroll records for the putative class members. (*Id.*) Defendant also provided documents of its wage and hour policies and practices during the class period, and information regarding the total number of current and former employees in its informal discovery responses. (*Id.*)

After reviewing the documents regarding Defendant’s wage and hour policies and practices and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant’s maximum monetary exposure for all claims. (*Id.* at ¶ 6.) Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the Litigation. (*Id.*) Class Counsel reviewed these records and utilized an expert (Berger Consulting Group) to prepare a damages analysis prior to mediation. (*Id.*)

B. Settlement Negotiations and Increased Settlement Amount

On June 20, 2022, the Parties participated in private mediation with experienced class action mediator, Honorable Howard R. Broadman (Ret.). (*Id.* at ¶ 7.) The mediation was conducted via Zoom. The settlement negotiations were at arm’s length and, although conducted in a professional manner, were adversarial. (*Id.*) The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate

1 their position through trial and appeal if a settlement had not been reached. (*Id.*)

2 After extensive negotiations and discussions regarding the strengths and weaknesses of
3 Plaintiffs' claims and Defendant's defenses, the Parties were able to reach a resolution, the
4 material terms of which are encompassed within the Settlement Agreement. (*Id.* at ¶ 8, **Ex. 1**
5 [Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement
6 Agreement")].)

7 Class Counsel submitted the proposed Settlement and Amendment to Settlement to the
8 LWDA before filing this Motion for Final Approval. (*Id.* at ¶ 12.)

9 **C. Key Terms of the Proposed Settlement**

10 Under the Settlement, Defendant will pay \$704,077.12 to resolve this Litigation, which
11 is increased from the initial \$600,000 pursuant to the Settlement Agreement and an increase of
12 approximately 2,662 workweeks beyond the initially estimated workweek count. (Singh Decl.
13 at ¶ 9; *see also* Settlement, § 8.) This amount is all-inclusive. The Settlement's key terms include:

14 1. Settlement Class: For settlement purposes only, the Parties agree to the certification
15 of a class pursuant to California Code of Civil Procedure § 382 defined as: all current and former
16 hourly-paid or non-exempt employees who worked for Defendant Burford Farming Company, Inc.
17 in the State of California during the Class Period.

18 2. Class Period: The Class Period means the period from December 28, 2017 through
19 August 20, 2022. (Settlement, § 1.12.)

20 3. PAGA Period: The PAGA Period means the period from December 28, 2020
21 through August 20, 2022. (Settlement, § 1.30.)

22 4. Participating Class Member(s): Participating Class Members means a Class Member
23 who does not submit a valid and timely Request for Exclusion from the Settlement. (Settlement,
24 Section 1.34.)

25 5. Non-Participating Class Member(s): Non-Participating Class Members means any
26 Class Member who opts out of the Settlement by sending the Administrator a valid and timely
27 Request for Exclusion. (Settlement, § 1.28.)

28 ///

6. Aggrieved Employee(s): Aggrieved Employees means a person employed by Defendant in California and classified as an hourly-paid or non-exempt employee who worked for Defendant during the PAGA Period. (Settlement, § 1.4.)

7. PAGA Notice: PAGA Notice means Plaintiffs Luciano Hernandez and Miguel Angel Ramirez-Maya's December 28, 2021 letter to Defendant and the State of California, Labor & Workforce Development Agency ("LWDA") providing notice pursuant to Labor Code section 2699.3, subd. (a). (Settlement, § 1.32.)

8. Gross Settlement Amount: Gross Settlement Amount means \$704,077.12 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 of the Settlement Agreement. (Settlement, §§ 1.22, 8; *see also* Singh Decl. at ¶ 9)

9. Net Settlement Amount: This amount is \$704,077.12, for all claims, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representatives' Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (Settlement, § 1.27.)

10. Uncashed Checks: Uncashed checks not negotiated within 180 days of their issuance are void. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved non-profit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient"), the California Farmworker Foundation, located at 1120 Kensington St., Delano, California 93215. (Settlement, § 4.4.3.)

11. Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including any and all claims for: (1) failure to pay minimum and straight time wages; (2) failure to pay

overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify necessary business expenses; and (8) violation of California’s Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.* Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. (Settlement, § 5.2.)

12. Release Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action, including any and all claims for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; and (7) failure to indemnify necessary business expenses. (Settlement, § 5.3.)

13. PAGA Penalties: The settlement includes \$20,000.00 allocated to Plaintiffs’ claims under PAGA, with 75% (\$15,000.00) being paid to the LWDA and 25% (\$5,000.00) being distributed to the Aggrieved Employees. (Settlement, § 1.33.) Class Counsel submitted the proposed settlement to the LWDA before filing this Motion for Preliminary Approval. (Marquez Decl., ¶ 9.)

14. Tax Allocation: 25% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 75% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of non-wage claims [e.g., interest and penalties] (the “Non-Wage Portion”). The Non-Wage Portions are not

subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. (Settlement, § 3.2.4.1.)

15. Class Representatives' Service Payments: Subject to Court approval, Plaintiffs shall be paid service payments of not more than \$10,000.00 each to Plaintiffs Hernandez and Ramirez-Maya and \$5,000.00 to Plaintiff Rodriguez. (Settlement, § 3.2.1.) This amount is for Plaintiffs' time and effort in bringing and presenting the action, and in exchange for a general release of all claims (including Plaintiff Hernandez with the express exceptions agreed upon in Section 12.18 of the Settlement Agreement) pursuant to Civil Code Section 1542. (Settlement, § 5.1.1.)

16. Attorneys' Fees and Costs: The Settlement provides that Defendant will not oppose a fee application of up to 33 1/3% of the Gross Settlement Amount, plus out-of-pocket verifiable costs not to exceed \$20,000.00. (Settlement, § 3.2.2.) At this time, Class Counsel's costs are approximately \$11,577.24. (Marquez Decl., ¶ 23.)

17. Notice of Class Action Settlement: The Class Notice set forth, in plain terms, a statement of the case, the terms of the Settlement Agreement, the approximate amount of attorneys' fees, costs, and service awards being sought, and an explanation of how the settlement allocations are calculated. (Settlement, Ex. A.) CPT Group, Inc., the proposed Settlement Administrator, undertook its best efforts to ensure that the Class Notice were mailed to each class member at their most current addresses. (Singh Decl. at ¶¶ 3-5.) Notices were then provided in English and Spanish. (*Id.* at ¶ 12, Ex. A.)

D. Preliminary Settlement Approval, Class Notice, and Settlement Administration.

On February 9, 2023, this Court issued its Order Concerning Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, in which the Court granted Plaintiffs' preliminary approval motion. (Marquez Decl., ¶ 13.)

Altogether, notices explaining class member rights were mailed out to 108 class members in English and Spanish. (Singh Decl. at ¶4.) To date, 7 notice packets (or approximately 6% of the class members) remain undeliverable. (*Id.* at ¶ 5.) **There were zero objections to the**

1 settlement and zero requests for exclusion. (*Id.* at ¶ 7.) If the Court approves the settlement,
2 the participating class members will receive an **estimated average net payment of \$3,643.65**, with
3 the **estimated highest net payment being \$7,838.65**. (*Id.* at ¶ 10.)

4 **III. THE SETTLEMENT MERITS FINAL APPROVAL**

5 The law favors the settlement of lawsuits, particularly in class actions and other complex
6 cases. (*See e.g., Neary v. Regents of Univ. of California* (1992) 3 Cal.4th 272, 277-81.) Factors to
7 be considered in evaluating a class action settlement include “the strength of plaintiffs’ case, the
8 risk, expense, complexity and likely duration of further litigation, the risk of maintaining class
9 action status through proceedings, the experience and views of counsel, the presence of a
10 government participant, and the reaction of the class members to the proposed settlement.” (*Kullar*
11 *v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.) A presumption that a settlement is
12 fair and reasonable exists where, as here, the following four factors are present: “(1) the settlement
13 is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow
14 counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4)
15 the percentage of objectors is small.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th
16 224, 245.)

17 Whether a class action settlement should be approved is a question committed to the trial
18 court’s broad discretion. (*Id.* at pp. 234-35.) In exercising its discretion, the Court should give
19 “[d]ue regard ...to what is otherwise a private consensual agreement between the parties.” (*Dunk v.*
20 *Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) “The inquiry ‘must be limited to the extent
21 necessary to reach a reasoned judgment that the agreement is not the product of fraud or
22 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
23 whole, is fair, reasonable and adequate to all concerned.” (*Id.* [internal citations omitted].)

24 **A. The Settlement Reflects a Reasonable Compromise.**

25 The Settlement represents a significant percentage of the maximum damages that may have
26 been awarded to the class in this case if they had prevailed at trial. The Settlement, of course,
27 reflects a compromise. The amount of settlement benefits takes into account all the litigation risks
28 related to obtaining class certification, proving Defendant’s liability, and proving Class Members’

1 damages. In light of all the defenses asserted by Defendant which posed substantial litigation risks,
2 a compromise effectively awarding Class Members a significant percentage of the maximum value
3 of their claims is eminently fair and reasonable.

4 Because of the Settlement, and due to the efforts of Plaintiffs and Class Counsel, Class
5 Members will receive **timely, guaranteed relief and will avoid the risk of an unfavorable**
6 **judgment.**

7 To be sure, Defendant ultimately needs to pay less under the settlement than they likely
8 would have had to pay if Plaintiffs had achieved complete success resulting in a favorable judgment
9 on all claims at trial. But an ideal settlement requiring a defendant to pay the full amount of its
10 potential damages is rarely achieved. As the Ninth Circuit has observed, “the very essence of a
11 settlement is compromise, ‘a yielding of absolutes and an abandoning of highest hopes.’” (*Officers*
12 *for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688
13 F.2d 615, 624.) Thus, a proposed settlement “is not to be judged against a hypothetical or
14 speculative measure of what might have been achieved by the negotiators.” (*Id.* at p. 625.) A
15 court’s “intrusion upon what is otherwise a private consensual agreement negotiated between the
16 parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the
17 agreement is not the product of fraud or overreaching by, or collusion between, the negotiating
18 parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”
19 (*Id.*)

20 **B. The Settlement was Reached After Arms-Length Negotiations Following**
21 **Informal Discovery.**

22 The Settlement was reached following extensive negotiations between Class Counsel and
23 Defendant’s counsel. (Marquez Decl., ¶¶ 5-8.) Prior to the mediation, Defendant provided Class
24 Counsel with class-wide information and documents, including its wage and hour policies and
25 practices during the class period and an extensive sampling of time and pay records for class
26 members. (*Id.*) At the mediation, which was facilitated by experienced class action mediator Judge
27 Howard R. Broadman (Ret.), the Parties were able to reach a resolution, the material terms of which
28 are encompassed within the Settlement and Amendment to Settlement. (*Id.* at ¶ 8, **Ex. 1.**)

1 Counsel participated in lengthy arms-length settlement negotiations that involved numerous
2 discussions, exchanges of information and candid evaluation of the respective Parties’ strengths
3 and weaknesses. (*Id.* at ¶ 7.) There is no evidence to suggest that the Parties did not have sufficient
4 information to make informed decisions about the value of this case or that the Settlement is a
5 product of fraud, overreaching or collusion.

6 **C. Class Counsel Has Extensive Experience in Class Action Litigation**

7 Class Counsel has considerable experience and has demonstrated competence with
8 litigating wage and hour class actions. (*Id.* at ¶¶ 29-41.) Class Counsel has substantial experience
9 in all facets of litigation in state and federal court, including discovery, law and motion, trial,
10 appeals, arbitration and mediation. Class Counsel has litigated numerous class actions on behalf
11 of plaintiffs and have been lead counsel or otherwise exercised significant case handling
12 responsibilities in numerous cases resulting in millions of dollars in class action settlements. (*Id.*)

13 Based on Class Counsel’s experience as employment and class action attorneys, Class
14 Counsel is eminently qualified to evaluate the strength of Plaintiffs’ claims, the strength of
15 Defendant’s defenses against certification, the strength of Defendant’s defenses on the merits, and
16 the fairness of the Settlement. Their opinion that final approval of the Settlement Agreement would
17 be in the best interests of class members in light of the significant risks of litigation is entitled to
18 great weight. (*See Kullar, supra*, 168 Cal.App.4th at 129 [“The court undoubtedly should give
19 considerable weight to the competency and integrity of counsel and the involvement of a neutral
20 mediator in assuring itself that a settlement agreement represents an arms-length transaction
21 entered without self-dealing or other potential misconduct”].)

22 **D. There Are No Objections To The Settlement.**

23 **No class member objected to the Settlement and no class member requested exclusion**
24 **from the Settlement.** (Singh Decl., ¶ 7.) The overwhelmingly positive response of the class
25 strongly supports final approval of the Settlement. (*See, e.g., In re Lifelock, Inc. Marketing and*
26 *Sales Practices Litigation* (D. Ariz. 2010) 2010 WL 3715138, *6 [relatively few objections and
27 requests for exclusion support approval].)

28 Factors to be considered in evaluating a class action settlement include “the reaction of the

1 class members to the proposed settlement.” (*Kullar, supra*, 168 Cal.App.4th at p. 128.) The
2 reaction here has been overwhelmingly positive. Courts have approved class action settlements in
3 lesser circumstances. (*See, e.g., Hughes v. Microsoft Corp.* (W.D.Wash. 2001) 2001 U.S. Dist.
4 LEXIS 5976, 2001 WL 34089697, *8 [court found that the “class members overwhelmingly
5 support[ed] the settlement” where there were over 37,000 notices sent out, 2,745 class members
6 participated in the settlement, “only nine objections were submitted”, and there were 86 timely opt-
7 outs and over 20 additional defective or untimely opt-outs, “these indicia of the approval of the
8 class of the terms of the settlement support a finding of fairness under Rule 23”], *citing Hanlon v.*
9 *Chrysler Corp.* (9th Cir.1998) 150 F.3d 1011, 1027 [despite vigorous objections and appeal by
10 objectors, “fact that the overwhelming majority of the class willingly approved the offer and stayed
11 in the class presents at least some objective positive commentary as to its fairness”, court did not
12 abuse its discretion in approving settlement].)

13 **IV. THE COURT SHOULD AWARD PLAINTIFF THE REQUESTED AMOUNTS OF**
14 **ATTORNEYS’ FEES, COSTS AND AN ENHANCEMENT PAYMENT.**

15 Under the Settlement, subject to the Court’s approval, Defendant has agreed not to oppose
16 Class Counsel’s request for reasonable attorneys’ fees in the amount of up to \$234,688.90, which
17 is 33 1/3% of the final Settlement Amount, and Litigation costs in an amount not to exceed
18 \$20,000.00 for litigating this Action, which shall be paid from the Settlement Amount. In addition,
19 Defendant will not oppose the application for the Administrative Expenses Payment in the amount
20 of \$7,250.00 to CPT Group, Inc. and Class Representative Enhancement payments in the amounts
21 of \$10,000.00 each to Plaintiffs Hernandez and Ramirez-Maya and \$5,000.00 to Plaintiff
22 Rodriguez, to be paid from the Settlement Amount. The proposed attorneys’ fees and expenses
23 were disclosed to the Class Members in the Notice of Proposed Class Action Settlement.

24 “In general, questions whether a settlement was fair and reasonable, whether certification
25 of the class was proper, and whether the attorney fee award was proper are matters addressed to
26 the trial court’s broad discretion.” (*Wershba, supra*, 91 Cal.App.4th at pp. 234-235.) “Courts
27 recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier
28 method and the percentage of recovery method.” (*Id.* at p. 254; *Vincent v. Hughes Air West, Inc.*

(9th Cir. 1977) 557 F.2d 759, 769.)

A. Counsel Requests an Award of Fees Based on the “Common Fund” Method.

California courts have long awarded attorneys’ fees as a percentage of the benefit created by counsel in pursuing claims on behalf of a class. The California Supreme Court held that “when a number of persons is entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees out of the fund.” (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34 [quoting *D’Amico v. Board of Medical Examiners* (1974) 11 Cal. 3d 1.]

Class Counsel intends to seek an award of attorneys’ fees on the “percentage of recovery/common fund” theory. The purpose of the common fund/percentage approach is to “spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone.” (*Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn v. State of California* (1995) 15 Cal. 3d 162, 167, the California Supreme Court stated: “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs.” Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110, the California Supreme Court recognized that the common fund doctrine has been applied “consistently in California when an action brought by one party creates a fund in which other persons are entitled to share.”

The California Supreme Court affirmed in *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480 that, “when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.” (*Id.* at p. 503.) The court explained: “The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—convince us the percentage method is a valuable tool that should not be denied our trial courts.”

(*Id.* [internal citations omitted].)

Several courts have expressed frustration with the alternative “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and often indecipherable time records. Commenting on the lodestar approach, Chief Judge Marilyn Hall Patel wrote: “This court is compelled to ask, ‘Is this process necessary?’ Under a cost-benefit analysis, the answer would be a resounding, ‘No!’” (*In re Activision Securities Litigation* (N.D. Cal 1989) 723 F. Supp. 1373, 1375.) The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources. (*Id.* at pp. 1378-79.) The Ninth Circuit now routinely uses the percentage of the common fund approach to determine the award of attorney’s fees. (*See, e.g., In re Pacific Enterprises Securities City and County of San Francisco Litigation* (9th Cir. 1994) 47 F.3d 373, 378-79 [approving attorney’s fee of 33 1/3%].)

1. The Standard Fee Award in Class Actions Has Resolved Itself As One-Third Of The Recovery In Common Fund Cases.

According to a leading treatise on class actions, “No general rule can be articulated on what is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the class, although somewhat larger percentages are not unprecedented.” (*See Conte & Newberg, Newberg on Class Actions* (3rd Ed.) § 14.03.) Attorneys’ fees that are fifty percent of the fund are typically considered the upper limit, with *thirty to forty percent commonly awarded in cases where the settlement is relatively small*. (*See Id.; see also, Van Vranken v. Atlantic Richfield Company* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most cases where 30-50 percent was awarded involved “smaller” settlement funds of under \$10 million].)

The settled-for one-third fee award is consistent with the average fee award in class actions. Indeed, the custom and practice in class actions is to award approximately one-third of a fund as a fee award. (*See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n.11 [“Empirical

1 studies show that, regardless whether the percentage method or the lodestar method is used, fee
2 awards in class actions average around one-third of the recovery.”].) Thus, Plaintiffs’ fee request
3 is in line with the prevailing guidelines established in California case law and academic literature,
4 and is consistent with awards in California. Accordingly, Plaintiffs request that the Court approve
5 the attorneys’ fees as negotiated by the Parties and requested herein.

6 **2. This Matter Involves A “Fee-Shifting” Provision of the Labor Code.**

7 Class Counsel is entitled to recover fees under Labor Code § 1194, which provides, in part:

8 [A]ny employee receiving less than the legal minimum wage or the legal overtime
9 compensation applicable to the employee is entitled to recover in a civil action the
10 unpaid balance of the full amount of this minimum wage or overtime compensation,
11 including interest thereon, reasonable attorney’s fees, and costs of suit.

12 (Lab. Code § 1194.)

13 As this litigation culminated in a settlement that provided for a recovery of unpaid wages,
14 including unpaid minimum wages and overtime compensation, Plaintiffs are entitled to recover
15 reasonable attorneys’ fees and costs under the California Labor Code.

16 Class Counsel is also entitled to a fee award under California’s private attorney general
17 statute, Code of Civil Procedure § 1021.5. “The award of attorneys fees is proper under Section
18 1021.5 if ‘(1) plaintiffs’ action ‘has resulted in the enforcement of an important right affecting the
19 public interest,’ (2) ‘a significant benefit, whether pecuniary or nonpecuniary, has been conferred
20 on the general public or a large class of persons’ and (3) ‘the necessity and financial burden of
21 private enforcement are such as to make the award appropriate.’” (*Press v. Lucky Stores* (1983) 34
22 Cal.3d 311, 317-318.) The fundamental objective of the statute is “to encourage suits enforcing
23 public policies by providing substantial attorneys’ fees to successful litigants in such cases.”
24 (*Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 565.) Additionally, Class Counsel
25 would be entitled to attorney’s fees and costs for “any employee who prevails in any [PAGA]
26 action.” (*See* Lab. Code § 2699(g)(1).)

27 This action resulted in the enforcement of an important right affecting the public interest,
28 as Plaintiffs sought to enforce Settlement Class Members’ rights to recover statutory wages arising
29 from Defendant’s alleged failure to pay all wages and failure to provide meal and rest breaks. (*See*

1 *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1113 [noting that “health and
2 safety concerns” are what motivated the Industrial Welfare Commission to adopt mandatory meal
3 and rest periods].)

4 This action also conferred a significant benefit on a large class of persons. After Notice
5 was sent to 108 individuals, no class member objected to the Settlement and no class member
6 requested exclusion. The Settlement provides a significant monetary benefit, in that it permits all
7 persons who worked for Defendant during the applicable class period to obtain significant
8 compensation for unpaid wages and missed meal and rest periods, which they likely would not
9 have recovered if not for this action.

10 Finally, the necessity and financial burden of private enforcement render an award
11 appropriate. Without the incentive of an attorneys’ fee award, Plaintiffs could not have afforded
12 to hire counsel to pursue this case, as the cost of litigating this matter far outweighed Plaintiffs’
13 potential recovery. (*See Ryan v. California Interscholastic Federation* (2001) 94 Cal.App.4th
14 1033, 1044 [“As to the necessity and financial burden of private enforcement, an award is
15 appropriate where the cost of the legal victory transcends the claimants’ personal interest; in other
16 words, where the burden of pursuing the litigation is out of proportion to the plaintiff’s individual
17 stake in the matter.”].)

18 **3. The Experience, Reputation and Ability of Class Counsel Support the**
19 **Fee Award.**

20 As demonstrated by their past experience in pursuing class actions on behalf of consumers
21 and employees, Class Counsel possesses considerable expertise in litigating class action matters.
22 Class Counsel has been involved as lead counsel or co-counsel in dozens of class actions resulting
23 in a multitude of beneficial results to class members in California. Because it is reasonable to
24 compensate class counsel commensurate with their skill, reputation and experience, a fee award of
25 one-third of the Settlement Amount is justifiable and considered within the norm in class action
26 practice.

27 Indeed, Class Counsel’s experience in wage and hour class actions was integral in
28 evaluating the strengths and weaknesses of the case against Defendant, negotiating with

1 Defendant's counsel, and evaluating the reasonableness of the settlement. Practice in the narrow
2 field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving
3 substantive law (state and federal), as well as the procedural law of class action litigation. Based
4 on these and other factors, Class Counsel has frequently received fee awards amounting to 33 1/3%
5 of the recovery for the class. Therefore, the requested fee award is reasonable and fair.

6 **B. While the Lodestar Method is Not Necessary in Common Fund Cases, Courts**
7 **May Perform a Cross-Check to Award Fees.**

8 “Despite its primacy, the lodestar method is not necessarily utilized in common fund cases.”
9 (*Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 27.) Courts have criticized the
10 lodestar method as a drain on the judicial system and a disincentive on attorneys to take on high-
11 risk, challenging cases. (*Id.* at p. 29.) Indeed, the lodestar approach: “(1) ‘increases the workload
12 of an already overtaxed judicial system,’ (2) is ‘insufficiently objective and produce[s] results that
13 are far from homogenous,’ (3) ‘creates a sense of mathematical precision that is unwarranted in
14 terms of the realities of the practice of law,’ (4) ‘is subject to manipulation by judges who prefer
15 to calibrate fees in terms of percentages of the settlement fund or the amounts recovered by the
16 plaintiffs or of an overall dollar amount,’ (5) ‘encourages lawyers to expend excessive hours, and
17 . . . engage in duplicative and unjustified work,’ (6) ‘creates a disincentive for the early settlement
18 of cases,’ (7) deprives trial courts of ‘flexibility to reward or deter lawyers so that desirable
19 objectives, such as early settlement, will be fostered,’ (8) ‘works to the particular disadvantage of
20 the public interest bar,’ and (9) results in ‘confusion and lack of predictability.’” (*Id.*)

21 Although California supports the common fund doctrine, the lodestar method can be used
22 to cross-check fee awards. “It may be appropriate in some cases, assuming the class benefit can be
23 monetized with a reasonable degree of certainty, to “cross-check” or adjust the lodestar in
24 comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and
25 within the range of fees freely negotiated in the legal marketplace in comparable litigation.”(*In re*
26 *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.)

27 Applying the lodestar method requires a two-step process. The first step is to multiply the
28 number of hours reasonably expended by a reasonable hourly rate. The second step is to apply a

multiplier to the lodestar to take into account various factors. “The purpose of such adjustment is to fix a fee at the fair market value for the particular action. In effect, the court determines, retrospectively, whether the litigation involved a contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in order to approximate the fair market rate for such services.” (*Id.* at pp. 556-57.) “Under certain circumstances, a lodestar calculation may be enhanced on the basis of a percentage-of-the-benefit analysis.” (*Id.* at p. 557.)

Wilshire Law Firm’s current lodestar is \$153,458 based on at least 260.9 hours of reported work performed by Class Counsel. (Marquez Decl., ¶¶ 15-18.) Accordingly, the requested fee of \$234,668.90 is reasonable and fair as it is based on a multiplier of 1.5. There are also additional hours devoted by Class Counsel to this litigation that are not reflected in Class Counsel’s request for attorney’s fees, such as future time that will need to be devoted to ensuring the settlement checks are administered. (Marquez Decl., ¶ 19.)

1. Class Counsel’s Rates Have Been Approved by Several Courts.

Class Counsel provides a declaration to support their lodestar hourly rates. “Affidavits of the plaintiffs’ attorney and other attorneys regarding prevailing fees in the community, and rate determinations in other cases, particularly those setting a rate for the plaintiffs’ attorney, are satisfactory evidence of the prevailing market rate.” (*United Steelworkers of America v. Phelps Dodge Corp.* (9th Cir. 1990) 896 F.2d 403, 407.) Class Counsel has received final approval of their hourly rates in other wage and hour class action settlements. These rates are not opposed or challenged.

2. The Lawsuit Provided a Public Benefit.

Class Counsel’s choice to litigate this matter provided a public benefit to 108 California employees. Indeed, California Labor Code section 90.5(a) states:

It is the policy of this state to vigorously enforce minimum labor standards in order to ensure employees are not required or permitted to work under substandard unlawful conditions...and to protect employers who comply with the law from those who attempt to gain a competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

Moreover, the California Supreme Court stated that “Labor Code section 1194 confirms “a clear public policy ... that is specifically directed at the enforcement of California’s minimum wage and

overtime laws for the benefit of workers.” [citation omitted].” (*Sav-on Drug Stores, Inc. v. Super. Ct.* (2004) 34 Cal.4th 319, 340.) Given the financial risks and numerous attorney hours attendant to the litigation of Plaintiffs’ claims, this factor supports Class Counsel’s fee request and encourages the private enforcement of legal rights for the general good.

C. Costs Are Reasonable.

Class Counsel requests reimbursement of \$11,877.24 in expenses. (Marquez Decl., ¶ 23.) Meanwhile, Defendant has previously agreed that it will not oppose any cost award request up to \$20,000, which is significantly more than requested reimbursements. The categories of costs are set forth in the accompanying Declaration of Justin Marquez, and these costs are clearly seen to be both reasonable and necessary.

D. The Enhancement Payments to Plaintiffs are Reasonable.

Named plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to compensate them for the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399.) Courts routinely grant approval of class action settlement agreements containing enhancements for the class representatives, which are necessary to provide incentive to represent the class, and are appropriate given the benefit the class representatives help to bring about for the class. (*See Rodriguez v. W. Publ’g Corp.* (9th Cir. 2009) 563 F.3d 948, 958-59.)

Service awards are particularly important to plaintiffs in wage and hour cases because they promote the important public policies underlying the wage and hour laws. This strong policy is codified in California Labor Code section 90.5, which provides, “it is the policy of this state to vigorously enforce minimum labor standards in order to ensure employees are not required or permitted to work under substandard unlawful conditions....”). Nonetheless, the California Supreme Court has noted that “retaliation against employees for asserting statutory rights under the Labor Code is widespread,” despite anti-retaliation statutes designed to protect employees. (*Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460-61.) In this context, class representatives should be rewarded for assuming the risk of retaliation for the sake of class members. (*See Frank v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 F.R.D. 174, 187.)

1 Under the Settlement Agreement, subject to the Court’s approval, Defendant agreed to pay
2 service awards of \$10,000 to Plaintiffs Luciano Hernandez and Miguel Angel Ramirez-Maya, and
3 \$5,000.00 to Plaintiff Rodriguez. Plaintiffs have submitted declarations demonstrating that they
4 devoted a great deal of time and work assisting counsel in the case, including numerous meetings
5 with Class Counsel and extensive phone calls to discuss the case, case strategy, mediation, and
6 settlement. (*See generally*, Declaration of Plaintiff Luciano Hernandez [“Hernandez Decl.”]; *see*
7 *generally*, Declaration of Plaintiff Miguel Angel Ramirez-Maya [“Ramirez-Maya Decl.”]; *see*
8 *generally*, Declaration of Plaintiff Silviano Rodriguez [“Rodriguez Decl.”]; *see also* Marquez
9 Decl., ¶¶ 24-28 [highlighting the time and efforts Plaintiffs devoted to this case].)

10 When compared with the amounts awarded in typical class action cases, the amount
11 requested here is particularly reasonable. Indeed, a **2006** study examining the average incentive
12 award given to class action plaintiffs from **1993 to 2002** found that the “average award per class
13 representative was \$15,992 and the median award per class representative was \$4,357.” (Theodore
14 Eisenberg & Jeffrey P. Miller, “Incentive Awards to Class Action Plaintiffs: An Empirical Study”,
15 53 UCLA L. Rev. 1303, 1308 (2006).) That same study found that named plaintiffs in employment
16 discrimination class actions received an average award of \$69,850 and a median award of \$31,081,
17 while named plaintiffs in other employment class actions received an average award of \$12,121
18 and a median award of \$13,059. (*Id.* at p. 1334.) The authors of the study found that higher awards
19 in employment cases reflected the “courts’ wish to make representative plaintiffs whole by
20 compensating them for the high costs of their service to the class, including risks of stigmatization
21 or retaliation on the job.” (*Id.* at p. 1308.)

22 Another factor that supports the awarding of service awards is whether the class
23 representative’s service resulted in notoriety or other personal difficulties. (*See, e.g., Schaffer*
24 *v. Litton Loan Servicing, LP* (C.D. Cal. 2012) 2012 WL 10274679, at *18.) The California
25 Supreme Court has recognized that “retaliation against employees for asserting statutory rights
26 under the Labor Code is widespread,” despite anti-retaliation statutes designed to protect
27 employees. (*Gentry v. Superior Court* (2007) 42 Cal.4th 443, 460-61.) In this context, class
28 representatives should be rewarded for assuming the risk of retaliation for the sake of class

1 members. (*See Frank v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 F.R.D. 174, 187.)

2 Here, Plaintiffs have lent their name to this case and thus subjected themselves to public
3 attention. Plaintiffs have also risked their reputation in the community and with regard to future
4 employment opportunities as a result of stepping forward publicly in a class action. When a
5 class representative shoulders some degree of personal risk in joining the litigation, such as
6 workplace retaliation or financial liability, an incentive award is especially important. (*See*
7 *Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 977; *Weeks v. Kellogg Co.* (C.D. Cal. 2013)
8 2013 WL 6531177, *36.) Plaintiffs have been subject to the rigors of litigation and have had to
9 devote their own time and expenses in participating in the case. (*See generally*, Hernandez
10 Decl.; Ramirez-Maya Decl.; Rodriguez Decl.; *see also* Marquez Decl., ¶ 26-29.)

11 **E. Administrative Costs Should be Approved.**

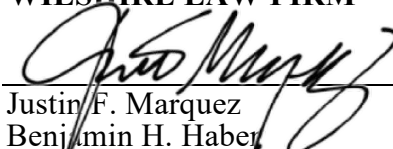
12 CPT Group, the approved Settlement Administrator, is charging a total of \$7,250.00 in costs
13 associated with the administration of this Settlement. (Singh Decl., ¶ 12.) These expenses, which
14 include future costs incurred in sending settlement checks, are reasonable as based on the size of
15 the class and the additional tasks associated with claim and exclusion tracking and Class Member
16 payment processing.

17 **V. CONCLUSION**

18 For the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval
19 of the proposed settlement.

20
21 Dated: July 19, 2023

WILSHIRE LAW FIRM

22 By: 

23 Justin F. Marquez
24 Benjamin H. Haber
Arrash T. Fattahi

25 Attorneys for Plaintiffs
26
27
28

PROOF OF SERVICE

Hernandez, et al. v. Burford Farming Company, Inc., et al.
21CECG03817

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is anarinyans@wilshirelawfirm.com.

On **July 19, 2023**, I served the foregoing **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Ronald H. Barsamian (SBN 81531)
ronbarsamian@aol.com
Patrick S. Moody (SBN 156928)
pmoody@theemployerslawfirm.com
Catherine M. Houlihan (SBN 312113)
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1141 W. Shaw Avenue, #104
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Telephone: (559) 248-2360
Facsimile: (559) 248-2370
laborlaw@theemployerslawfirm.com

Attorneys for Defendant

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **July 19, 2023**, at Los Angeles, California.

Ashley Narinyans

Type or Print Name



Signature