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SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

HEA YON SUZZIE DORN, on behalf of
herself and all similarly aggrieved
employees,

Plaintiff,

v.

CENTRAL COAST FEDERAL CREDIT
UNION; and DOES 1 through 50, inclusive,

Defendants.

Case No. 22CV000335

(Assigned to the Honorable Thomas W. Wills,
Dept. 15)

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

Date: March 8, 2024

Time: 8:30 a.m.

Dept.: 15

Complaint Filed: February 3, 2022

Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE** that on March 8, 2024, at 8:30 a.m., or as soon thereafter
3 as the matter may be heard, before the Honorable Thomas W. Wills, judge presiding, in
4 Department 15 of the above referenced Court, located at 1200 Aguajito Road, Monterey,
5 California 93940, Plaintiff Hea Yon Suzzie Dorn (“Plaintiff”) will and hereby does move this
6 Court for an Order: (1) granting final approval to the Joint Stipulation and Settlement of Class
7 Action Claims (“Stipulation,” “Settlement Agreement,” or “Settlement”) entered into by
8 Plaintiff and Defendant Central Coast Federal Credit Union (“Defendant”) in this action; (2)
9 approving distribution of the settlement funds to the Class Members pursuant to the terms of
10 the Settlement Agreement; (3) approving Plaintiff’s request for an award of the Class
11 Representative Service Payment to Plaintiff pursuant to the terms of the Settlement
12 Agreement; (4) approving Class Counsel’s request for an award of attorneys’ fees to Class
13 Counsel for one-third of the \$300,000.00 Gross Settlement Amount, or \$100,000.00, and
14 reimbursement of litigation costs of \$7,287.95, pursuant to the terms of the Settlement
15 Agreement; (5) approving Plaintiff’s request for payment of the settlement administration
16 costs to Phoenix Settlement Administrators in the amount of \$5,250.00 pursuant to the terms
17 of the Settlement Agreement; (6) approving Plaintiff’s request for payment to the California
18 Labor and Workforce Development Agency for \$15,000.00 pursuant to the terms of the
19 Settlement Agreement; and (7) entering final judgment as to all members of the Settlement
20 Class in this action.

21 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
22 provides for court approval of the settlement of a purported class action and allows the Court
23 to grant final certification of a class for settlement purposes. In light of the overwhelmingly
24 positive response, there is no question that the settlement is fair, reasonable, and adequate and
25 thus should be granted final approval.

26 This Motion will be based on the attached Memorandum of Points and Authorities and
27 the supporting Declarations of B. James Fitzpatrick, Larry W. Lee, Kristen M. Agnew,
28 Nicholas Rosenthal, Plaintiff Hea Yon Suzzie Dorn, and Lluvia Islas of Phoenix Settlement

1 Administrators and upon the oral arguments of counsel (should there be any) and on the
2 complete records and file herein.

3
4 Dated: February 14, 2024

FITZPATRICK & SWANSTON
DIVERSITY LAW GROUP, P.C.

5
6 By: /s/ Nicholas Rosenthal
7 B. James Fitzpatrick
8 Larry W. Lee
9 Nicholas Rosenthal
10 Attorneys for Plaintiff
11 HEA YON SUZZIE DORN,
12 on behalf of herself and all similarly
13 aggrieved employees
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1 **I. INTRODUCTION**

2 Plaintiff Hea Yon Suzzie Dorn (“Plaintiff”) seeks the Court’s final approval of the
3 class action and PAGA settlement with Defendant Central Coast Federal Credit Union
4 (“Defendant”) (together with Plaintiff, the “Parties”). The settlement provides for an
5 \$300,000.00 non-reversionary fund to be created for the benefit of the Class, from which
6 attorneys’ fees, litigation costs, Class Representative Service Payment to the Plaintiff, payment
7 to the California Labor & Workforce Development Agency (“LWDA”), and costs of
8 settlement administration are to be paid.

9 The history of this litigation was previously detailed in Plaintiff’s Preliminary
10 Approval Motion. This Court preliminarily approved this settlement on June 30, 2023 and
11 directed distribution of class notice and scheduling the hearing for final approval of settlement
12 (the “Preliminary Approval Order”). On October 3, 2023, the Court approved an amendment
13 to the settlement stipulation that increased the settlement amount.

14 As directed by the Court, the Settlement Administrator distributed the class notice.
15 Declaration of Lluvia Islas (“Admin. Decl.”) (on behalf of Phoenix Settlement Administrators
16 (“Phoenix”)) ¶¶ 3-5. To date, zero (0) individuals have requested exclusions from the
17 settlement. Admin. Decl. ¶ 8. Zero (0) Class Members have filed an objection to the
18 settlement. *Id.* ¶ 9. As such, there is a 100% participation rate.

19 In sum, as a result of the settlement administration process, the lack of opt-outs, and
20 the amount of class funds being paid out to the Class Members, the Court may confirm its
21 preliminary approval as the lack of opposition from the Class supports the Court’s initial
22 finding that the settlement is fair and reasonable.

23 In addition to the positive results of the notice process, the following summary of the
24 basic points outlined in this memorandum supports approval of the settlement:

- 25 ▪ The settlement provides a total settlement sum of \$300,000.00;
- 26 ▪ Class Members did not need to submit claim forms to participate in the
27 settlement, but are being paid automatically;
- 28 ▪ The allocation reflects that payment of claims will be paid to all Class Members

1 in proportion to the number of pay periods each Class Member worked, with a
2 average payment of \$1,889.09 per person;

- 3 ▪ As this Court is well aware, Plaintiff significantly investigated the claims at
4 issue, including conducting formal discovery, as well as exchanges of
5 information by Plaintiff and Defendant of class data for the entire class as
6 necessary for Plaintiff to fully evaluate this case;
- 7 ▪ In addition to the Class Members, California's LWDA will also benefit from this
8 settlement, as it will receive \$15,000.00, should this settlement be granted final
9 approval;
- 10 ▪ A highly regarded administrator, Phoenix Settlement Administrators, was
11 retained for an estimated payment of \$5,250.00; and
- 12 ▪ None of the settlement funds will revert back to Defendant.

13 Accordingly, the Court should grant Final Approval consistent with the Preliminary
14 Approval Order.

15 **II. NOTICE TO THE CLASS**

16 The notice procedures set forth in the Preliminary Approval Order have been followed
17 and satisfy all the due process rights of the Class Members.

18 The Preliminary Approval Order contemplated that the Notice of Pendency of Class
19 Action (the "Notice") be sent to all Class Members by first class mail, as specified in the
20 Settlement. The Preliminary Approval Order specified that Phoenix would serve as the
21 Settlement Administrator.

22 As described in the Islas Declaration, Phoenix provided Notices to Class Members in
23 the manner required by the Preliminary Approval Order. On or about October 17, 2023, the
24 Settlement Administrator received data files ("Class Member List") from Defendant's counsel
25 that included the names and other data for 87 Class Members. Admin. Decl. ¶ 3. On October
26 27, the Class Members were sent the Notice via first class mail. *Id.* ¶ 5.

27 In total, zero (0) Notices were returned due to deficient addresses. Admin. Decl. ¶ 6.
28 The Notice provided Class Members with the contact information for Class Counsel so that

1 Class Members could seek information regarding the settlement, pose questions to the
2 Settlement Administrator, and update their addresses.

3 The provision of notice to class members constitutes the “best notice practicable” to
4 those class members, and therefore protects the due process rights those individuals. *See*,
5 *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985) (provision of “best notice
6 practicable” with description of the litigation and explanation of opt-out rights satisfies due
7 process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974) (individual notice must
8 be sent to class members who can be identified through reasonable means); *Mullane v. Central*
9 *Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (best practicable notice is that which is
10 “reasonably calculated, under all the circumstances, to apprise interested parties of the
11 pendency of the action and afford them an opportunity to present their objections”).

12 Here, the Class Members were provided mailed notices regarding the settlement that
13 explained the terms of the settlement and allowed Class Members to seek information, ask
14 questions, opt-out, and object, if so desired. As such, proper notice has been given to the Class.
15 Thus, the Court may proceed to determine the fairness and adequacy of the settlement and
16 enter its Order granting final approval, secure in the knowledge that all absent Class Members
17 have been given the opportunity to participate fully in the claims, exclusion, and the approval
18 process.

19 **III. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE,**
20 **AND THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL**

21 **A. Strength of Plaintiff’s Case and Likelihood of Certifying the Class**

22 In order to proceed as a class, there are two requirements which must be met —
23 ascertainability and community of interest. *See Daar v. Yellow Cab Co.*, 67 Cal. 2d. 695, 704
24 (1967). “The community of interest requirement embodies three factors: (1) predominant
25 common questions of law or fact; (2) class representatives with claims or defenses typical of
26 the class; and (3) class representatives who can adequately represent the class.” *Richmond v.*
27 *Dart Industries*, 29 Cal. 3d. 462, 470 (1981). *See also Vasquez v. Superior Court*, 4 Cal. 3d
28 800, 809 (1971) (there are two basic requirements which must exist to sustain a class action:

1 “[t]he first is existence of an ascertainable class, and the second is a well-defined community
2 of interest in the questions of law and fact involved”).

3 **1. The Class is Ascertainable**

4 Whether a class is “ascertainable” within the meaning of Code of Civil Procedure §
5 382 “is determined by examining (1) class definition, (2) the size of the class, and (3) the
6 means available for identifying the class members.” *Reyes v. San Diego County Board of*
7 *Supervisors*, 196 Cal. App. 3d 1263, 1271 (1987).

8 Here, the Class includes “all non-exempt employees who are or previously were
9 employed by Central Coast Federal Credit Union in California during the Class Period.” There
10 are 87 individuals that comprise the Class. Admin. Decl. ¶ 3. This is more than the minimum
11 required to certify a class.

12 Within the context of manageability, the issue is whether there exists sufficient means
13 for identifying class members at the remedial stage. *Reyes*, 196 Cal. App. 3d 1263, 1274-75.
14 Class Members have already been identified by Defendant and notice was provided to all of
15 the above Class Members.

16 **2. There is a Community of Interest**

17 The “community of interest” requirement embodies three separate factors: (1)
18 predominant common questions of law or fact; (2) class representatives whose claims are
19 typical of the class; and (3) class representatives who can adequately represent the class.
20 *Richmond*, 29 Cal. 3d 462, 470 (1981); *Reese v. Wal-Mart Stores, Inc.*, 73 Cal. App. 4th 1225,
21 1234 (1999).

22 **a. There are Predominant Common Questions of Law and Fact**

23 “The ultimate question in every case of this type [class actions] is whether...the issues
24 which may be jointly tried, when compared with those requiring separate adjudication, are so
25 numerous and substantial that the maintenance of a class action would be advantageous to the
26 judicial process and to the litigants.” *Lockheed Martin Corp. v. Superior Court*, 29 Cal. 4th
27 1096, 1104-05 (2003).

28 In this case, Plaintiff alleges that Defendant, as a matter of its corporate policy,

1 practice, or procedure, violated the Labor Code by failing to provide proper meal and rest
2 breaks, pay overtime wages and sick pay at the regular rate of pay, reimburse business
3 expenses, provide accurate itemized wage statements, and pay all wages owed upon separation
4 of employment, in violation of Labor Code §§ 201-203, 204, 226, 226.7, 1174, 1175, 1198,
5 2802, and 2698 *et seq.* (the “PAGA”), and Business and Professions Code § 17200, *et seq.* (the
6 “UCL”). As these are uniform corporate policies, practices, and procedures, the claims can be
7 jointly tried and thus the predominance requirement is satisfied.

8 Defendant denies that liability could be established on a class-wide basis and contends
9 that liability and damages would need to be conducted on a case-by-case basis.

10 **b. Plaintiff’s Claims are Typical of the Class Claims**

11 The purported class representative’s claim must be “typical” but not necessarily
12 identical to the claims of other class members; it is sufficient that the representative is
13 similarly situated so that he or she will have the motive to litigate on behalf of the class.
14 *Classen v. Weller*, 145 Cal. App. 3d 27, 45 (1983). Courts look to whether class members have
15 similar injuries, “whether the action is based on conduct which is not unique to the named
16 Plaintiff,” and whether other class members were injured by the same conduct. *Hanon v.*
17 *Dataproducts Corp.*, 976 F.2d 497, 508 (9th Cir. 1992). The purpose of the typicality
18 requirement “is to assure that the interest of the named representative aligns with the interests
19 of the class.” *Id.* at p. 508.

20 Plaintiff was subject to the same policies, practices, and procedures as her fellow Class
21 Members. In this regard, Plaintiff regularly worked shifts of five hours or more without being
22 provided an off-duty, uninterrupted meal break of 30 minutes and shifts of about four hours
23 without being provided an off-duty, uninterrupted rest break of about 10 minutes. Plaintiff was
24 not paid premium compensation in lieu of missed or interrupted breaks. Declaration of Hea
25 Yon Suzzie Dorn (“Dorn Decl.”) ¶ 3. In addition, Plaintiff regularly earned non-discretionary
26 incentive payments that were not factored into the regular rate of pay during workweeks when
27 Plaintiff also earned overtime or received sick pay. *Id.* ¶ 4. Defendant also failed to reimburse
28 Plaintiff for the costs of using her personal cell phone for work purposes. *Id.* ¶ 5. Moreover,

1 Plaintiff did not receive the unpaid/underpaid wages, premiums, and reimbursements owed to
2 her upon separation of employment. *Id.* ¶ 4. As a result of the practices, the wage statements
3 that Plaintiff received were inaccurate. *Id.* ¶ 6.

4 In other words, Plaintiff was subjected to the same policies and practices as other Class
5 Members. Thus, typicality is satisfied.

6 **c. Plaintiff Adequately Represented the Class**

7 The class representative, through qualified counsel, must be capable of “vigorously and
8 tenaciously” protecting the interests of the class members. *Simons v. Horowitz*, 151 Cal. App.
9 3d 834, 846 (1984).

10 Here, Plaintiff does not have any interests adverse to the Class, nor have any such
11 issues been raised or presented. Dorn Decl. ¶ 8. Plaintiff has taken all necessary steps to
12 represent the interests of the Class, including meeting and conferring with her counsel,
13 searching for and providing information and documents to her counsel, and reviewing the
14 various documents and pleadings in this case, including the complaint and other documents.
15 Dorn Decl. ¶ 9. For such reasons, Plaintiff has adequately represented the Class and will
16 continue to do so.

17 **B. Defendant’s Defenses**

18 Defendant asserts that it has complied with all laws. Specifically, Defendant asserts
19 that its policy and practice was to prohibit off the clock work. Defendant further asserts that its
20 arbitration agreement containing a class waiver provision, which a large number of the Class
21 Members executed, would have excluded a significant portion of the class from the litigation.

22 **C. Risks, Expenses, and Complexity of Further Litigation**

23 Plaintiff believes that a class can be certified; however, Plaintiff also believes in the
24 fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff
25 involved in not prevailing on one or more causes of action or theories alleged in the
26 Complaint, the possibility of non-certification, and the potential for appeals. These risks on
27 class certification are compounded by the California Supreme Court’s holding in *Duran v.*
28 *U.S. Bank Nat’l Ass’n*, 59 Cal. 4th 1 (2014).

1 Defendant has maintained that there is no liability. As stated above, Defendant's
2 position throughout the instant litigation has been that its labor practices complied with
3 California law, and therefore, Class Members will be unable to prevail on any of their claims.
4 Moreover, Defendant alleges that any failure to pay final wages timely was not "willful," and
5 that any violation regarding the issuance of wage statements was not "knowing and
6 intentional," and that Class Members suffered no "injury." Based on the foregoing, there were
7 risks that Plaintiff would not have obtained the total amount of penalties alleged, and a
8 substantial number of complex issues would have necessitated significant expenditure of time
9 and expenses. Therefore, the risks, expenses, and complexity of further litigation warrant
10 granting of this Motion.

11 **D. The Terms, Negotiation, and Reception of the Settlement by Class Members**
12 **All Strongly Support the Conclusion that the Settlement is Fair, Adequate,**
13 **and Reasonable**

14 The evidence that Plaintiff supplied in support of her Motion for Preliminary Approval
15 of Class Action Settlement has amply demonstrated that the negotiation process that led to
16 settlement was conducted at arm's length and in good faith. In addition, Plaintiff highlights the
17 following facts: (1) the Settlement Agreement was the product of negotiation between highly
18 able and experienced attorneys on both sides who possessed the relevant data and extensive
19 legal research which they had carefully analyzed; (2) the results after mailing of the Notice
20 support confirmation of the Court's preliminary approval of the settlement with final approval
21 of the settlement, as evidenced by the fact that zero (0) Class Members have submitted
22 exclusions to the settlement; and (3) zero (0) Class Members have filed an objection to the
23 settlement. Declaration of Nicholas Rosenthal ("Rosenthal Decl.") ¶ 3; Admin. Decl. ¶¶ 8, 9.

24 Courts may appropriately infer that the class action settlement is fair, adequate, and
25 reasonable when, among other reasons, few class members object to it. *See Class Plaintiffs v.*
26 *City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992). Here, no Class Members objected to the
27 settlement; therefore, it may be inferred that the settlement is fair, reasonable, and adequate.

28 //

1 **E. Under Well-Established Legal Principles, the Court Should Grant Final**
2 **Approval of the Settlement**

3 **1. Standard of Review**

4 On a motion for final approval of a class action settlement under California Code of
5 Civil Procedure Section 382 and California Rule of Court 3.769, a court’s inquiry is whether
6 the settlement is “fair, adequate and reasonable.” *Officers for Justice v. Civil Serv. Comm’n*,
7 688 F.2d 615, 625 (9th Cir. 1982), *cert. denied subnom.*; *Byrd v. Civil Serv. Comm’n*, 459 U.S.
8 1217 (1983). A settlement is fair, adequate, and reasonable, and therefore merits final
9 approval, when “the interests of the class are better served by the settlement than by further
10 litigation.” *See Manual for Complex Litigation, Fourth* § 21.6 at 309 (Fed. Jud. Ctr., 4th ed.
11 2004) (“MCL”). The law favors settlement, particularly in class actions and other complex
12 cases, where substantial resources can be conserved by avoiding the time, cost, and rigors of
13 formal litigation. *See Alba Conte & Herbert B. Newberg, 4 Newberg on Class Actions* § 11.41
14 (2008); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992); *Van*
15 *Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976).

16 Although the Court possesses “broad discretion” in determining that a proposed class
17 action settlement is fair, the scope of the Court’s inquiry is limited to the extent necessary to
18 reach a reasoned judgment that the agreement is not the product of fraud or overreaching by,
19 or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair,
20 reasonable and adequate to all concerned. *See Officers for Justice*, 688 F.2d at 625.

21 Accordingly, the Court should give due regard to what is otherwise a “private consensual
22 agreement” between the parties. *Id.*; *see also Church v. Consolidated Freightways, Inc.*, 1993
23 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 720 F. Supp.
24 1379 (D. Ariz. 1989), *aff’d sub nom.*; *City of Seattle*, 955 F.2d 1268; MCL § 21.6 at 309 (“The
25 judicial role in reviewing a proposed settlement is critical, but limited to approving the
26 proposed settlement, disapproving it, or imposing conditions on it. The judge cannot rewrite
27 the agreement”). A court’s approval of a class action settlement will only be reversed for abuse
28 of discretion. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *Officers for*

1 *Justice*, 688 F.2d at 626 (“reverse only upon a strong showing that the district court’s decision
2 was a clear abuse of discretion”); *City of Seattle*, 955 F.2d at 1276; *Ackerman v. Kassar*, 1993
3 WL 326453 (9th Cir. 1993); *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1238 (9th Cir.
4 1998).

5 As the court cautioned in *7-Eleven Owners for Fair Franchising v. Southland Corp.*,
6 85 Cal. App. 4th 1135, 1146 (2000):

7 It cannot be overemphasized that neither the trial court in approving the settlement
8 nor this Court in reviewing that approval have the right or duty to reach any ultimate
9 conclusions on the issues of fact and law which underlie the merits of the dispute.
10 It is well settled that in the judicial consideration of proposed settlements, ‘the
11 [trial] judge does not try out or attempt to decide the merits of the controversy,’
12 [citation] and the appellate court ‘need not and should not reach any dispositive
13 conclusions on the admittedly unsettled legal issue.

14 **2. The Settlement is Presumed to be Fair**

15 The Court should begin its analysis by recognizing that a presumption that the
16 settlement is fair applies to this case and thus the settlement should be approved:

17 [A] presumption of fairness exists where: (1) the settlement is reached through
18 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow
19 counsel and the court to act intelligently; (3) counsel is experienced in similar
20 litigation; and (4) the percentage of objectors is small.

21 *Dunk*, 48 Cal. App. 4th at 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at
22 1146; *accord*, *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980); *In re*
23 *Wash. Pub Power Supply*, 720 F. Supp. at 1387.

24 The settlement in the case at bar is subject to a presumption of fairness and therefore
25 warrants approval. As previously noted in the application for Preliminary Approval, the
26 settlement was negotiated at arm’s length, with negotiations involving private mediation with
27 the Honorable Wynne S. Carvill (Ret.). Rosenthal Decl. ¶ 3.

28 Second, Class Counsel conducted extensive factual investigation before reaching a
settlement, and further engaged in extensive litigation. Class Counsel is highly experienced in
this type of litigation. As shown in the supporting declarations, Class Counsel has significant
experience in wage and hour matters and class actions. Rosenthal Decl. ¶¶ 10, 11; Declaration

of B. James Fitzpatrick (“Fitzpatrick Decl.”) ¶ 12; Declaration of Larry W. Lee (“Lee Decl.”) ¶¶ 10-12; Declaration of Kristen M. Agnew (“Agnew Decl.”) ¶¶ 7-12.

**3. Two-Way Fees/Costs and Other Risks Inherent in Continued
Litigation Favor Final Approval**

To assess the fairness, adequacy, and reasonableness of a class action settlement, the Court also should weigh the immediacy and certainty of substantial settlement proceeds against the risks inherent in continued litigation. *See also In re General Motors Corp.*, 55 F.3d 768, 806 (3d Cir. 1995) (“present value of the damages Plaintiff would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement”) (internal citations omitted); *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975); *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

If Plaintiff were to pursue this case without settlement and not prevail, Plaintiff would be potentially responsible for Defendant’s fees and costs. Likewise, were individual employees of Defendant to bring individual claims on the same causes of action, they would each face the same uncertainty of prevailing and the same possibility of becoming liable to pay fees and costs to Defendant. Accordingly, such claims likely would not be brought by many of the current and former employees who make up the settlement class – thus, this lawsuit achieves a true benefit for the Class that they might not otherwise realize as individuals.

Here, given that a fair and reasonable settlement has been reached, neither Plaintiff nor any of the Class Members will be required to pay for Defendant’s litigation fees and costs. Thus, the risks undertaken by Class Counsel should be considered a significant factor by the Court in its determination of final approval. The settlement provides a fair recovery to the Class, and it also eliminates the risk of costs to the Class.

The Settlement Agreement also affords finality, avoiding significant legal and factual battles that might otherwise prevent the Class from obtaining any recovery at all. While Class Counsel believe the Class Members’ claims are meritorious and can be successfully litigated, counsel are experienced and fully understand the risks of trial and the possibility of an adverse judgment, notwithstanding counsel’s confidence in the case. The risk of an undesired outcome

1 at trial and on any subsequent appeals are inherent in all litigation. Given the complexity of
2 this particular case, those risks are more pronounced than usual. Class Counsel have assessed
3 such risks in connection with the current settlement. Because the settlement provides
4 immediate and substantial relief, without the attendant risks and delay of continued litigation –
5 not to mention the threat of litigation fees and costs – Class Counsel believe that the settlement
6 warrants the Court’s final approval.

7 **4. The Complexity, Expense, and Likely Duration of Continued**
8 **Litigation Against Defendant Favor Final Approval**

9 Another factor considered by courts in approving a settlement is the complexity,
10 expense, and likely duration of the litigation. *See Officers for Justice*, 688 F.2d at 625; *Girsh*,
11 521 F.2d at 157. In applying this factor, the Court must weigh the benefits of the settlement
12 against the expense and delay involved in achieving an equivalent or more favorable result at
13 trial. *Young v. Katz*, 447 F.2d 431, 433-34 (5th Cir. 1971).

14 As noted above, continued litigation likely would have led to appeals of any judgment
15 on a number of issues, including issues related to the meaning of “injury” and “knowing and
16 intentional” in relation to Plaintiff’s wage statement claims, as well as other issues related to
17 the Parties’ discovery disputes. The settlement, however, provides Class Members fair relief in
18 a prompt and efficient manner without requiring Class Members to pay out of pocket costs and
19 legal fees. Were the Court to deny final approval, most of the Class Members would be left
20 without a remedy as a practical matter, and courts across the State would have to address the
21 issues presented here in a piecemeal, costly, and time-consuming manner, handling numerous
22 individual lawsuits. The settlement in this case is therefore consistent with the “overriding
23 public interest in settling and quieting litigation” that is “particularly true in class action suits.”
24 *See Van Bronkhorst*, 529 F.2d at 950 (footnote omitted); *see also 4 Newberg* § 11.41. Here,
25 this case would have likely involved years of litigation, as evidenced by the Parties’ litigation
26 record.

27 **5. The Opinion of Experienced Counsel Favors Final Approval**

28 Class Counsel support the settlement as fair, reasonable and adequate, and in the best

1 interest of the Class Members as a whole. Fitzpatrick Decl. ¶ 5; Lee Decl. ¶ 2; Agnew Decl. ¶
2 2; Rosenthal Decl. ¶ 3. Counsel for Defendant are likewise in favor of this settlement. The
3 endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and
4 adequate is entitled to significant weight by the Court in its final approval determination. *See*
5 *Officers for Justice*, 688 F.2d at 625; *Ellis*, 87 F.R.D. at 18; *Boyd*, 485 F. Supp. at 617; *Linney*,
6 151 F.3d at 1242.

7 **6. Discovery and Settlement Discussions Undertaken in this Action**
8 **Favor Final Approval**

9 Prior to negotiating the settlement, Class Counsel engaged in lengthy investigation on a
10 number of topics and categories. For example, Plaintiff issued written discovery, reviewed
11 numerous documents related to Defendant's policies and practices, and analyzed payroll data
12 for the Class. Further, the Parties attended private mediation before finally reaching this
13 settlement.

14 Class Counsel worked tirelessly throughout the duration of this case and was prepared
15 to present Plaintiff's case at trial before the Parties were able to reach a settlement in this
16 matter. As detailed above, each of the factors counsel strongly in favor of final approval of the
17 Settlement by this Court.

18 **IV. THE REQUESTED CLASS REPRESENTATIVE SERVICE AWARD SHOULD**
19 **BE APPROVED**

20 Class Representative and Plaintiff requests a service award of \$5,000.00. Plaintiff met
21 with Class Counsel to discuss the case, including providing substantive information and
22 documents regarding Defendant's practices. Accordingly, Plaintiff provided invaluable
23 information, evidence, and documents that resulted in this settlement.

24 In addition to the invaluable services that she provided, Plaintiff also took significant
25 risks, personally, professionally, and monetarily, in acting as the Class Representative seeking
26 benefits on behalf of the Class. Because the claims alleged by the Class Representative
27 provide for the payment of fees and costs to the prevailing party, Plaintiff undertook the risk
28 that she may be required to pay Defendant's fees and costs in the event that Defendant

1 prevailed in this action.

2 Moreover, Plaintiff was an active participant in the prosecution of this case. She met
3 with Class Counsel on numerous occasions, had numerous phone conferences with Class
4 Counsel, provided information and documents to Class Counsel, and reviewed various case
5 documents including the Complaint and other documents. Dorn Decl. ¶ 9. Plaintiff spent
6 roughly 30 hours fulfilling her responsibilities as Class Representative. *Id.*

7 Plaintiff took these risks upon herself for the benefit of the Class. Class Members did
8 not have to file individual lawsuits and bear the risks of payment of fees and costs if they did
9 not prevail, nor did they have to face the potential for retaliation and not getting future
10 employment had they filed a lawsuit which is a public record. These are significant benefits
11 that weigh in favor of granting the requested enhancements. Moreover, this litigation has
12 resulted in a significantly valuable benefit to the Class, and Plaintiff took on substantial risks
13 in helping to get this financial benefit to the Class. As such, the enhancement should be
14 awarded to Plaintiff for her commitment, dedication, and risks taken for this litigation.

15 **V. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED**

16 Class Counsel seek a fee award calculated as one-third (1/3) of the total value of the
17 settlement fund, or \$100,000.00, as compensation for the successful prosecution and resolution
18 of this action. Under California law, the award of attorneys' fees in common fund wage and
19 hour class action settlements should start with the percentage method. *See Laffitte v. Robert*
20 *Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and
21 state courts in holding that when class action litigation establishes a monetary fund for the
22 benefit of the class members, and the trial court in its equitable powers awards class counsel a
23 fee out of that fund, the court may determine the amount of a reasonable fee by choosing an
24 appropriate percentage of the fund created"). Under the percentage of the fund method, the
25 Court's objective remains to "mimic the market" in fixing a reasonable fee. *See Gaskill v.*
26 *Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (J. Posner) ("When a fee is set by a court rather
27 than by contract, the object is to set it at a level that will approximate what the market will
28 set.... The judge, in other words, is trying to mimic the market in legal services").

1 An award of one-third of the fund in attorneys' fees mimics the marketplace, as it "is
2 supported by the fact that typical contingency fee agreements provide that class counsel will
3 recover 33% if the case is resolved before trial and 40% if the case is tried." *Fernandez v.*
4 *Victoria Secret Stores LLC*, 2008 WL 8150856, *16 n. 59 (C.D. Cal. July 21, 2008) (citing
5 Brickman, *Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-*
6 *Competitive Fees*, 81 Wash U. L. Q. 653, 659 n. 11 (Fall 2003)). Indeed, "empirical studies
7 [that] show that...fee awards in class actions average around one-third of the recovery."
8 *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n. 11 (2008).

9 The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3
10 percent of the fund. *Laffitte*, 1 Cal. 5th at 506. The award approved in *Laffitte* was supported
11 by a lodestar cross-check that employed a multiplier of 2.13. *Id.* at 487. The Court in *Laffitte*
12 explained that when cross-checking a percentage fee request against the lodestar method, the
13 court should examine the imputed multiplier in the lodestar calculation and, only when the
14 multiplier is "extraordinarily high or low [should] the trial court [] consider whether the
15 percentage method should be adjusted so as to bring the imputed multiplier within a justifiable
16 range." *Id.* at 505.

17 Moreover, in the *Laffitte* intermediate court decision, the court observed that "33 1/3
18 percent of the common fund is consistent with, and in the range of, awards in other class
19 action lawsuits." *Laffitte v. Robert Half Int'l*, 231 Cal. App. 4th 860, 871 (2014). Here, the fee
20 award representing 33 1/3% of the fund clearly falls within that range, and is consistent with
21 other comprehensive surveys of class action settlements and fee awards. *See* Fitzpatrick, *An*
22 *Empirical Study of Class Action Settlements and Their Fee Award*, 7 J. Empirical Leg. Stud.
23 811, 833 (2010) (analyzing 444 cases between 2006-2007 and concluding that "[m]ost fee
24 awards were between 25 percent and 35 percent, with almost no awards more than 35
25 percent"); Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study:*
26 *1993-2008*, 7 J. of Empirical Leg. Stud. 248, 262, fn. 16 (2010) (independent studies of class
27 action litigation nationwide conclude that fees representing one-third of the total recovery is
28 consistent with market rates).

1 The results delivered by Class Counsel also support the requested percentage of the
2 fund. Here, Plaintiff and her counsel secured a \$300,000.00 non-reversionary common fund
3 settlement.

4 Finally, “the response of the class members to attorneys’ fee notice, though not
5 decisive, is relevant to the...reasonable determination” regarding fees. *Swedish Hospital v.*
6 *Shalala*, 1 F.3d 1261, 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the
7 court’s “approximation of the market” for fees is well supported. *Id.* at p. 1269. In this case,
8 the Notice specifically notified Class Members that Plaintiff’s Counsel would be seeking
9 \$100,000.00 of the settlement fund as attorneys’ fees. To date, no Class Member has objected
10 to the settlement or the request for attorneys’ fees. This strong favorable response also
11 supports the requested fees.

12 When the primary method employed to determine fees is the percentage method, courts
13 have discretion to use the lodestar method to “cross-check” the amount of fees calculated by
14 way of percentage. The *Laffitte* Court emphasized, however, that “the lodestar calculation,
15 when used in this manner, does not override the trial court’s primary determination of the fee
16 as a percentage of the common fund and thus does not impose an absolute maximum or
17 minimum on the potential fee award.” *Laffitte*, 1 Cal. 5th at 505 (emphasis added); *In re Rite*
18 *Aid Corp. Secs. Litig.*, 396 F.3d 294, 306-307 (3d Cir. 2005) (“[The lodestar cross-check does
19 not trump the primary reliance on the percentage of common fund method”).

20 Nonetheless, the Supreme Court in *Laffitte* stated: “If the multiplier calculated by
21 means of a lodestar cross-check is extraordinarily high or low, the trial court should consider
22 whether the percentage used should be adjusted so as to bring the imputed multiplier within a
23 justifiable range, but the court is not necessarily required to make such an adjustment.” *Id.*
24 (emphasis added). Thus, a lodestar cross-check seeks to uncover astronomical multipliers.
25 Indeed, cross-checks are not required; in many cases, performing a cross-check “undermines”
26 one of the primary reasons for using the percentage method: aligning counsel’s incentives with
27 the benefits delivered to the class and discouraging protracted litigation. *Id.* at 506 (finding
28 trial courts “retain the discretion to forgo a lodestar cross-check”); *Report of the Third Circuit*

1 *Task Force, Court Awarded Attorney Fees* 108 F.R.D. 237, 258 (1985); *Lealao*, 82 Cal. App.
2 4th 19, 29-30 (citing the recommendations of the Third Circuit Task Force with approval and
3 observing that “[t]he criticisms of the lodestar approach set forth in this Report are now
4 echoed by many authorities, who have been most vocal about the manner in which it
5 exacerbates the problem of ‘cheap settlements’ and burdens already overworked trial judge.”).

6 According to the courts, possible reasonable multipliers in a lodestar cross-check can
7 “range from 2 to 4 or even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224,
8 255 (2001); *see also, e.g., Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512
9 (2009) (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez*, 162
10 Cal. App. 4th at 60 (applying a 2.5 multiplier on a lodestar cross-check); *City of Oakland v.*
11 *Oakland Raiders*, 203 Cal. App. 3d 78 (1988) (affirming a 2.34 multiplier without remand).
12 The intermediate court in *Laffitte*, after finding that “2 to 4” is a reasonable range for
13 multipliers on a cross-check, affirmed a 2.13 multiplier. *Laffitte*, 231 Cal. App. 4th at 881-82.
14 The intermediate court opinion was affirmed in full by the California Supreme Court in its
15 new decision guiding lower courts on assessing fees.

16 Moreover, the Ninth Circuit has cited with approval a comprehensive study of fees
17 awarded by the percentage method showing that the majority of multipliers awarded are “in
18 the 1.5-3.0” range. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)
19 (affirming a multiplier of 3.65 in an employment class action case and analyzing the multiplier
20 awarded in over 30 cases). Federal district courts applying California law have likewise
21 routinely approved cross-check multipliers between 2 and 3 in employment cases. *See, e.g.,*
22 *Willner v. Manpower Inc.*, No. 11-CV-02846-JST, 2015 WL 3863625, at *7 (N.D. Cal. June
23 22, 2015) (affirming a 2.10 multiplier on settlement of California Labor Code violations);
24 *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (approving attorneys’
25 fees that resulted in lodestar multiplier of 2.83); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-
26 02786-LHK, 2013 WL 496358, at *5 (N.D. Cal. Feb. 6, 2013) (approving a multiplier of 2.76
27 in settlement of Labor Code violations). Other courts have found even higher multipliers to be
28 reasonable by comparison to other cases. *See Craft v. County of San Bernardino*, 624 F. Supp.

2d 1113, 1125-26 (C.D. Cal. 2008) (approving a 5.2 multiplier on a cross-check after surveying a large body of cases affirming a higher multiplier).

With respect to Class Counsel's lodestar, to date, approximately 201.1 hours have been expended by Class Counsel in this matter. Fitzpatrick Decl. ¶ 6, Ex. A; Lee Decl. ¶ 7, Ex. A; Agnew Decl. ¶ 3, Ex. A; Rosenthal Decl. ¶ 9, Ex. A. Typically, the rates charged by counsel in this matter range from between \$800-850 dollars per hour. Fitzpatrick Decl. ¶ 7; Lee Decl. ¶ 8; Agnew Decl. ¶ 4; Rosenthal Decl. ¶ 12. The courts are quite liberal in the evidence required to prove an attorney's hours. Detailed time records are not required. An attorney's testimony alone may suffice: "Testimony of an attorney as to the number of hours worked on a particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records." *Martino v. Denevi*, 182 Cal. App. 3d 553, 559 (1986).

Reasonable hours include, in addition to time spent during litigation, the time spent before the action is filed, including time spent interviewing the clients, investigating the facts and the law, and preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey*, 447 U.S. 54, 62 (1980). The fee award should also include fees incurred to establish and defend the attorneys' fee claim. *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982) [*Serrano IV*]. The hours for which Class Counsel seeks compensation involve only these types of tasks. Thus, the number of hours for which fees are sought is reasonable.

A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000). The court may consider other factors when determining a reasonable hourly rate, *e.g.*, the attorney's skill and experience, the nature of the work performed, the relevant area of expertise and the attorney's customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App. 4th 629, 632-33 (1998).

Class Counsel's skill and experience justify the requested rates. As shown in the supporting declarations, Class Counsel have significant experience in the area of employment and wage and hour class actions. Specifically, Class Counsel's practice focuses on representing employees in employment matters, particularly wage and hour cases. Fitzpatrick

Decl. ¶ 12; Lee Decl. ¶¶ 10-12 ; Agnew Decl. ¶¶ 7-12; Rosenthal Decl. ¶¶ 10, 11. As such, based on the hours and applicable rate, Class Counsel's lodestar amount based on their standard rates through the finalization of this settlement — without a multiplier — would be approximately \$137,470. Fitzpatrick Decl. ¶ 7; Lee Decl. ¶ 8; Agnew Decl. ¶ 4; Rosenthal Decl. ¶ 10.

Once the court establishes the lodestar amount, it may enhance the lodestar number by applying a multiplier in order to adjust the fees awarded to an amount appropriate to the circumstances of the case. *Serrano v. Priest*, 20 Cal. 3d 25, 48 (1977). The pertinent factors include the difficulty of the questions involved and the skill in presenting them, the contingent nature of the fee award, the extent to which the litigation precluded other employment, and the percentage-of-the-fund the attorney would have received on the fair market. *Id.*, *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 49 (2000). However, this list is not exhaustive, and the court may consider other factors it deems important in setting the multiplier. *Ketchum v. Moses*, 24 Cal. 4th 1122, 1139 (2001).

Lealao contains several factors justifying an enhancement based on the percentage-of-the-benefit, namely, commendable conduct by counsel, and significant recoveries by Class Members, all of which were previously detailed above. *Lealao*, 82 Cal. App. 4th at 51-53. As in *Lealao*, the Class was notified of the settlement and attorneys' fee request. The extreme effort undertaken by counsel, as shown by their hours and the significantly high value being paid for claims, shows considerable skill.

The multiplier should be enhanced because of the contingent nature of counsel's fee recovery. The risks in taking on a class action case are enormous, not the least of which is time and effort. As this Court knows, substantial litigation has been undertaken by Class Counsel in this case, and to date, Class Counsel have yet to recover any fees for their work. This type of risk and effort justifies a multiplier, particularly in view of the contingent nature of the fee arrangement in this case.

Thus, the risks are very real and substantial for Class Counsel. Not only has Plaintiff's counsel undertaken a significant risk in this matter, but in the face of that risk they have

1 achieved an excellent settlement. Thus, their work in obtaining the settlement in this matter
2 has been commendable.

3 Finally, based upon Plaintiff's counsel's lodestar (based on their typical rates) of
4 \$137,470, Plaintiff's request for a multiplier of .73 is reasonable and fair, particularly based on
5 the factors described above. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (Ct. App.
6 2001) (noting that courts using the lodestar method to calculate attorney fees awards in class
7 actions typically apply multipliers in the range of 2 to 4); *Boyd v. Bank of Am. Corp.*, 2014
8 U.S. Dist. LEXIS 162880 (C.D. Cal. Nov. 18, 2014) (awarding 33% of the common fund,
9 based on a multiplier of 2.58, in a wage and hour class action settlement); *Vandervort v.*
10 *Balboa Capital Corp.*, 8 F. Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding 33% of the
11 common fund, based on a multiplier of 2.52).

12 **Should the Court be inclined to apply a more localized rate of \$550.000 per hour**
13 **to all of Class Counsel time, the lodestar would be \$110,605. Thus, the multiplier**
14 **requested would still be under 1 (i.e., the lodestar is greater than the fee request), which**
15 **is well within the range of acceptability.**

16 As such, the requested fee award is fair and reasonable, and should be awarded in its
17 entirety. Class Counsel risked not only a great deal of time, but also a great deal of expense to
18 ensure the successful litigation of this action on behalf of all Class Members. For these
19 reasons, Class Counsel's request for attorneys' fees in the amount of \$100,000.00 should be
20 approved as fair, reasonable, and adequate.

21 **VI. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT**
22 **OF COSTS**

23 The request for reimbursement of costs, in the amount of \$7,287.95 is fair and
24 reasonable. The costs are all litigation related costs, which have been detailed in the supporting
25 declarations of Class Counsel. Fitzpatrick Decl. ¶ 11, Ex. B; Lee Decl. ¶ 13, Ex. B. The
26 authority for the court to award this is the Parties' Settlement Agreement and the California
27 Labor Code. As such, this request should be approved.

28 //

1 **VII. THE SETTLEMENT ADMINISTRATOR’S FEES AND COSTS SHOULD BE**
2 **APPROVED**

3 Pursuant to the terms of the Settlement Agreement, the fees and costs of the Settlement
4 Administrator, Phoenix, are to be paid out of the settlement funds. As shown in the
5 Declaration of Lluvia Islas, the settlement administration fees expended in this matter amount
6 to a total of \$5,250.00, which is the amount that was agreed upon by the Parties. Admin. Decl.
7 ¶ 15, Ex. B. For such reasons, it is requested that the Settlement Administrator’s fees be
8 approved.

9 **VIII. CONCLUSION**

10 For all of the foregoing reasons, and on the basis of the authorities cited herein,
11 Plaintiff respectfully submits that the standards for final approval have been met. Thus, the
12 terms of the Settlement Agreement are fair, adequate, and reasonable and final approval
13 should be granted.

14 Accordingly, Plaintiff respectfully request that the Court enter an Order in the form
15 proposed and submitted:

- 16 1. Granting final approval to the proposed Settlement Agreement in this action;
- 17 2. Approving distribution of the settlement funds to the Class Members pursuant to
18 the terms of the Settlement Agreement;
- 19 3. Approving Plaintiff’s request for an award of the Class Representative Service
20 Award to Plaintiff, with payment pursuant to the terms of the Settlement Agreement;
- 21 4. Approving Plaintiff’s Counsel’s request for an award to Class Counsel for
22 \$100,000.00 in attorneys’ fees and \$7,287.95 in costs, with payment pursuant to the terms of
23 the Settlement Agreement;
- 24 5. Approving Plaintiff’s request for payment to the LWDA for \$15,000.00, with
25 payment pursuant to the terms of the Settlement Agreement
- 26 6. Approving Plaintiff’s request for payment of the settlement administration costs
27 to Phoenix Settlement Administrators in the amount of \$5,250.00, with payment pursuant to
28 the terms of the Settlement Agreement;

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7. Entering final judgment as to all members of the Settlement Class in this action.

Dated: February 14, 2024

FITZPATRICK & SWANSTON
DIVERSITY LAW GROUP, P.C.

By: /s/ Nicholas Rosenthal
B. James Fitzpatrick
Larry W. Lee
Nicholas Rosenthal
Attorneys for Plaintiff
HEA YON SUZZIE DORN,
on behalf of herself and all similarly
aggrieved employees

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STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On February 14, 2024, I served the following document(s) described as:

- 1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT**
- 2. DECLARATION OF KRISTEN M. AGNEW IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 3. DECLARATION OF NICHOLAS ROSENTHAL IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 4. DECLARATION OF LARRY W. LEE IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 5. DECLARATION OF HEA YON SUZZIE DORN IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 6. [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND JUDGMENT**
- 7. DECLARATION OF LAURA L. FRANKLIN IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 8. DECLARATION OF B. JAMES FITZPATRICK IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 9. DECLARATION OF LLUVIA ISLAS OF PHOENIX SETTLEMENT ADMINISTRATORS IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested parties in this action as follows:

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One Embarcadero Center, Suite 2100
San Francisco, CA 94111

Attorneys for Defendant Central Coast Federal Credit Union

 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 14, 2024, at Los Angeles, California.


Erika Mejia