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

COORDINATION PROCEEDING
SPECIAL TITLE (RULE 3.550)

HUMANO WAGE AND HOUR CASES

INCLUDED ACTIONS:

HINES V. HUMANO LLC

EMMENS V. HUMANO LLC

THURMAN V. HUMANO LLC

JUDICIAL COUNCIL COORDINATION
PROCEEDING

No. 5240

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO
No. 34-2022-00313411

SUPERIOR COURT OF CALIFORNIA
COUNTY OF YOLO
No. CV2021-2225

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
No. CIVSB2227784

*[Assigned for all purposes to Hon. Daniel M.
Wolk, Dept. 8]*

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

Date: December 20, 2024

Time: 10:30 a.m.

Dept.: 8

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

2 **PLEASE TAKE NOTICE** that on June 25, 2024, at 8:30 a.m., or as soon thereafter as the
3 matter may be heard, before the Honorable Daniel M. Wolk, judge presiding, in Department 8 of
4 the above referenced Court located at 1000 Main Street, Woodland, California 95695, Plaintiffs
5 Michael Emmens, Jermaine Hines, and Doris Thurman (“Plaintiffs”) will and hereby do move this
6 Court for an Order:

7 1. granting final approval to the Joint Stipulation of Class Action Settlement
8 (“Agreement” or “Settlement Agreement”) in this action;

9 2. approving distribution of the settlement funds to the Participating Class Members
10 pursuant to the terms of the Settlement Agreement;

11 3. Approving Plaintiffs’ request for Enhancement Payments of \$10,000.00 to each
12 Plaintiff (collectively, \$30,000.00) pursuant to the terms of the Settlement Agreement;

13 4. Approving Class Counsel’s request for an award of attorneys’ fees of
14 approximately one-third of the Gross Settlement Amount, or \$500,000.00, and reimbursement of
15 actual litigation costs of \$55,320.03, pursuant to the terms of the Settlement Agreement;

16 5. Approving Plaintiffs’ request for payment of the Settlement Administration Costs
17 to Phoenix Settlement Administrators in the amount of \$44,500.00, pursuant to the terms of the
18 Settlement Agreement;

19 6. Approving Plaintiffs’ request for payment to the California Labor & Workforce
20 Development Agency (“LWDA”) of \$75,000.00, pursuant to the California Labor Code Private
21 Attorneys General Act and the terms of the Settlement Agreement; and

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

23 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
24 provides for court approval of the settlement of a purported class action and allows the Court to
25 grant final certification of a class for settlement purposes. In light of the overwhelmingly positive
26 response, as shown by the lack of objections and single opt-out to the settlement, there is no
27 question that the settlement is fair, reasonable, and adequate and thus should be granted final
28 approval.

1 This Motion will be based on the attached Memorandum of Points and Authorities and the
2 supporting Declarations of Sean M. Blakely, Paul K. Haines, Larry W. Lee, Kristen M. Agnew,
3 James R. Hawkins, Plaintiffs Michael Emmens, Jermaine Hines, and Doris J. Thurman, and Taylor
4 Mitzner of Phoenix Class Action Administration Solutions, upon the oral arguments of counsel
5 (should there be any), and on the complete records and file herein.

6
7 DATED: November 12, 2024

DIVERSITY LAW GROUP, P.C.

8
9 By: _____

Larry W. Lee

Kristen M. Agnew

Attorneys for Plaintiffs and the Class

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1 **MEMORANDUM OF POINTS & AUTHORITIES**

2 **I. INTRODUCTION**

3 This is a wage and hour class and representative Private Attorneys General Act (“PAGA”)
4 action. Plaintiffs Michael Emmens, Jermaine Hines, and Doris Thurman (“Plaintiffs”) (the “Class
5 Representatives” or “Plaintiffs”) worked as non-exempt employees for Defendant Humano, LLC
6 (“Defendant”). Plaintiffs allege that Defendant: (1) failed to pay all minimum and overtime wages;
7 (2) failed to provide all legally required meal periods; (3) failed to authorize and permit all legally
8 required rest periods; and (4) failed to reimburse necessary business expenditures. As a result of
9 these alleged violations, Plaintiffs allege that Defendant is liable for waiting time penalties, wage
10 statement penalties, and is liable for civil penalties under PAGA. Defendant denies each, every,
11 and all of the allegations of the Complaint.

12 Prior to the settlement of this action, Plaintiffs and Defendant (the “Parties”) engaged in
13 the exchange of discovery and a thorough study of the legal principles applicable to the claims
14 asserted against Defendant. With the assistance of an experienced mediator, the Parties were
15 ultimately able to reach the current settlement. The terms of the settlement provide that Defendant
16 shall pay the gross settlement amount of \$1,500,000.00 (“Gross Settlement Amount”). On average,
17 each Participating Class Member will receive approximately \$101.21, and each Aggrieved
18 Employee will receive approximately \$5.29. Significantly, the Gross Settlement Amount is non-
19 reversionary, such that no monies will revert back to Defendant.

20 The Parties believe that this amount is fair, adequate, and reasonable, especially given the
21 risks and uncertainty of class certification and the merits of this case. Further, notice of the
22 settlement was provided to the class by Phoenix Settlement Administrators in the manner approved
23 by the Court. Not a single objection was received, and only one (1) request for exclusion from the
24 settlement was submitted. Thus, there is a 99.99% participation rate. Therefore, the Parties
25 respectfully request that the Court grant this Motion for Final Approval of Class Action Settlement.

26 **II. THE PAYMENTS TO THE PARTICIPATING CLASS MEMBERS AND**
27 **AGGRIEVED EMPLOYEES**

28 The Settlement requires Defendant to pay the gross amount of \$1,500,000.00 (the “Gross

Settlement Amount”). The entire Gross Settlement Amount is non-reversionary, such that no monies will revert back to Defendant. The Net Settlement Amount is estimated to be \$770,179.97. See Declaration of Taylor Mitzner on behalf of Phoenix Settlement Administrators (“Phoenix”) (“Admin Decl.”) ¶ 13. The Net Settlement Amount is based on the following:

Gross Settlement Amount	\$1,500,000.00
Less Class Counsel Fees	(\$500,000.00)
Less Class Counsel Costs	(\$55,320.03)
Less Enhancement Payments	(\$30,000.00)
Less PAGA Payment	(\$100,000.00)
<u>Less Settlement Administration Costs</u>	<u>(\$44,500.00)</u>
Net Settlement Amount	\$770,179.97

See *id.*

Pursuant to the terms of the Settlement Agreement, Participating Class Members will receive a proportionate share of the Net Settlement, based on the number of workweeks each Participating Class Member worked during the Class Period. See SA §C-9. There are 7,609 Participating Class Members, with a total of 66,983 workweeks at issue during the Class Period. See Admin Decl. ¶ 12. Based on estimated settlement calculations at this time, the estimated average payment to each Participating Class Member will be \$101.21, and the highest payment to a Participating Class Member is estimated to be \$3,483.42. See *id.* at ¶ 14.

The Settlement allocates \$100,000.00 of the Gross Settlement Amount toward penalties under the Private Attorneys General Act (“PAGA Payment”), of which 75% (or \$75,000.00), shall be paid to the Labor and Workforce Development Agency (“LWDA”). The remaining 25% (or \$25,000.00) shall be paid to Aggrieved Employees who worked during the PAGA Period. See SA § C-8. Aggrieved Employees will receive a proportionate share of the penalties based on the number of pay periods worked during the PAGA Period. See *id.* Based on the estimated calculations at this time, the average individual PAGA payment to each Aggrieved Employee is estimated to be \$5.29 and the highest payment is estimated to be \$67.24. See Admin. Decl. ¶ 15.

1 **III. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE**
2 **SETTLEMENT**

3 The notice procedures required by the Preliminary Approval Order have been followed and
4 satisfy all due process rights of Class Members. The Preliminary Approval Order contemplated
5 that the Class Notice, as approved in the Preliminary Approval Order, be sent to all Class Members
6 by first class mail, as specified in the Settlement Agreement. The Preliminary Approval Order
7 contemplated, further, that Phoenix Settlement Administrators would serve as the Settlement
8 Administrator.

9 Notice was provided to Class Members. On August 8, 2024, the Settlement Administrator
10 received the Class List from Defendant's Counsel, which contained employees' names, most
11 recent mailing address, telephone numbers, Social Security Number, dates of employment, and the
12 number of workweeks worked during the Class Period and/or PAGA Period. *See* Admin. Decl. ¶
13 3. The file included 7,611 individuals. *See id.* On August 30, 2024, the Settlement Administrator
14 mailed the Class Notice to all 7,611 individuals on the mailing list via U.S. first class mail. *See id.*
15 at ¶ 6. Prior to mailing the Class Notice, the Settlement Administrator conducted a National
16 Change of Address ("NCOA") search to correct and/or update the Class Member addresses and
17 re-mailed the Class Notices to the updated addresses thereto. *See id.* at ¶ 5. From the date of
18 mailing, 21 Class Notices were returned to the Settlement Administrator due to an incorrect
19 address. *See id.* at ¶ 7. For the twenty-one (21) Notices returned from the Post Office without a
20 forwarding address, the Settlement Administrator attempted to locate a current mailing address
21 using TransUnion TLOxp, one of the most comprehensive address databases available for skip
22 tracing. *See id.* As of the date of this filing, two Class Notices remain undeliverable. *See id.* at ¶ 8.
23 Further, the Class Notice provided Class Members with Class Counsel's and the Settlement
24 Administrator's contact information, where they could further seek information regarding the
25 settlement, ask questions, and update their address. *See id.* at ¶ 6, Ex. A.

26 The provision of sending the notice to class members as described above meets the
27 requirements for the "best notice practicable" in this case as necessary to protect the due process
28 rights of class members. *See, Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985)

(provision of “best notice practicable” with description of the litigation and explanation of opt-out rights satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974) (individual notice must be sent to class members who can be identified through reasonable means); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (best practicable notice is that which is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections”). As such, proper notice has been given to the Class Members. Thus, the Court may proceed to determine the fairness and adequacy of the Settlement and enter its Order granting final approval, secure in the knowledge that all absent Class Members have been given the opportunity to participate fully in the claims, exclusion, and the approval process.

IV. THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL

A. The Court Should Certify the Participating Class

The Court already addressed the requirements for certifying a class for settlement purposes in its Order granting preliminary approval. Plaintiff briefly addresses the requirements again here.

1. The Class is Ascertainable

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

Here, the Class is comprised of “all current and former non-exempt employees who worked for Defendant in California any time between December 21, 2017, through October 5, 2023.” See SA A-4. There are 7,609 individuals who comprise the Class. See Admin Decl. ¶ 12. This is more than the minimum required to certify a class.

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

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

2 The “community of interest” requirement embodies three separate factors: (1) predominant
3 common questions of law or fact; (2) class representatives whose claims are typical of the class;
4 and (3) class representatives who can adequately represent the class. *Richmond v. Dart Industries*,
5 29 Cal. 3d 462, 470 (1981); *Reese v. Wal-Mart Stores, Inc.*, 73 Cal. App. 4th 1225, 1234 (1999).

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

7 “The ultimate question in every case of this type [class actions] is whether...the issues
8 which may be jointly tried, when compared with those requiring separate adjudication, are so
9 numerous and substantial that the maintenance of a class action would be advantageous to the
10 judicial process and to the litigants.” *Lockheed Martin Corp. v. Superior Court*, 29 Cal.4th 1096,
11 1104-05 (2003). Here, Plaintiffs’ claims are predicated on, among other issues, Humano’s uniform
12 meal and rest period policies/practices and regular rate calculation. These types of claims are
13 commonly held to be proper for class certification. *See e.g., Benton v. Telecom Network*
14 *Specialists, Inc.*, 220 Cal.App.4th 701, 726 (2013) (certifying meal and rest period claims).

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

16 The purported class representative’s claim must be “typical” but not necessarily identical
17 to the claims of other class members; it is sufficient that the representative is similarly situated so
18 that he or she will have the motive to litigate on behalf of the class. *Classen v. Weller*, 145 Cal.
19 App. 3d 27, 45 (1983). Courts look to whether class members have similar injuries, “whether the
20 action is based on conduct which is not unique to the named Plaintiff,” and whether other class
21 members were injured by the same conduct. *Hanon v. Dataproducts Corp.*, 976 F.2d 497, 508 (9th
22 Cir. 1992). The purpose of the typicality requirement “is to assure that the interest of the named
23 representative aligns with the interests of the class.” *Id.* at p. 508. Here, Plaintiffs were subjected
24 to the same payroll policies practices as all other Class Members. *See Declaration of Michael*
25 *Emmens (“Emmens Decl.”) ¶¶ 2-3, Jermaine Hines (“Hines Decl.”) ¶¶ 3-5; Doris Thurman*
26 *(“Thurman Decl.”) ¶¶ 2- 3.* Because Plaintiffs have suffered the same injuries as the other members
27 of the Participating Class, the typicality requirement is satisfied.

1 **c. Plaintiffs and Class Counsel Adequately Represented the Class**

2 The class representative, through qualified counsel, must be capable of “vigorously and
3 tenaciously” protecting the interests of the class members. *Simons v. Horowitz*, 151 Cal. App. 3d
4 834, 846 (1984). Here, Plaintiffs do not have any interests adverse to the Class, nor have any such
5 issues been raised or presented. *See* Emmens Decl. ¶ 5, Hines Decl. ¶ 8; Thurman Decl.¶ 5.
6 Plaintiffs have taken all necessary steps to represent the interests of the Class, including meeting
7 and conferring with their counsel, providing information and documents to their counsel, and
8 reviewing pleadings and the settlement agreement in this case. *See* Emmens Decl. ¶ 4, Hines Decl.
9 ¶¶ 9-13; Thurman Decl.¶ 4. For such reasons, Plaintiffs have adequately represented the Class
10 Members and will continue to do so.

11 Relatedly, Class Counsel is highly experienced in this type of litigation. As shown in the
12 supporting declarations, Class Counsel possesses significant experience in class actions and
13 employment wage and hour matters. *See* Declaration of Kristen M. Agnew (“Agnew Decl.”) ¶¶ 7-
14 14 Declaration of Sean M. Blakely (“Blakely Decl.”) ¶¶ 2-6; Declaration of Paul K. Haines
15 (“Haines Decl.”) ¶¶ 3-8; Declaration of James R. Hawkins (“Hawkins Decl.”) ¶ 3; Declaration of
16 Larry W. Lee (“Lee Decl.”) ¶¶ 4-7; Declaration of William L. Marder (“Marder Decl.”) ¶¶ 3-9.

17 **B. The Terms, Negotiation, and Reception of the Settlement by Class Members**
18 **All Strongly Support the Conclusion that the Settlement is Fair, Adequate, and**
19 **Reasonable**

20 As explained by the Court of Appeal in *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App.
21 4th 116, 130, 133 (2008), a class action settlement should be approved when the plaintiff has
22 conducted sufficient discovery, and the settlement is reasonable in light of the strengths of the
23 plaintiff’s claims. As discussed in the Motion for Preliminary Approval, Class Counsel have
24 conducted extensive formal and informal discovery and investigation and, in light of the strength
25 and weaknesses of Plaintiffs’ claims, Class Counsel submits that this settlement is fair pursuant to
26 *Kullar*.

27 Without reiterating the Parties’ showing that the Settlement Agreement and the negotiation
28 process that led up to it was fair and adequate, as set forth in detail in the Motion for Preliminary

1 Approval, the Parties highlight the following facts. The Settlement Agreement was the product of
2 negotiation between highly able and experienced attorneys on both sides. *See* Declaration of
3 Kristen M. Agnew (“Agnew Decl.”) ¶¶ 3-5. In addition, the resolution of this case was reached
4 with the assistance of an experienced mediator and only after the production of data relevant to the
5 potential value of the class and PAGA claims. *See id.* Based on the information provided by
6 Defendant, Class Counsel was able to determine, among other things, approximations of the total
7 number of Class Members and Aggrieved Employees, the number of workweeks worked during
8 the Class Period and PAGA Period, and the average rate of pay for all employees. *See id.* at ¶ 5.
9 Class Counsel calculated a range of potential damages and penalties, and estimated that
10 Defendant’s realistic liability exposure is approximately \$1,722,568. *See id.* at ¶ 6. Thus, in the
11 present case, Class Counsel estimates that the Gross Settlement Amount is approximately 87% of
12 the maximum recovery of the class and representative PAGA claims. *See id.*

13 The results after mailing of the Class Notice further support confirmation of the Court’s
14 preliminary approval of the settlement with final approval of the settlement, as evidenced by the
15 fact that *there is not a single Class Member who has objected to the current settlement and only*
16 *one Class Member submitted a request to opt-out.* *See* Admin. Decl. ¶¶ 9-10. The Court may
17 appropriately infer that the class action settlement is fair, adequate, and reasonable when, among
18 other reasons, few, or no class members object to it. *See Class Plaintiffs v. City of Seattle*, 955
19 F.2d 1268, 1291 (9th Cir. 1992); *Churchill Vill. LLC v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir.
20 2004) (approving settlement with 45 objections and 500 opt-outs from a 90,000-person class,
21 representing 0.05% and 0.56% of the class, respectively); *Chun-Hoon v. McKee Foods Corp.*, 716
22 F. Supp. 2d 848, 852 (N.D. Cal. 2010) (where 16 of 329 class members opted out, court found that
23 positive class reaction “strongly supports settlement”). Here, the lack of any objections and
24 nominal number of opt-outs to this current settlement is an indication that Class Members
25 themselves view the settlement as fair, adequate, and reasonable.

26 **C. Standard of Review**

27 On a motion for final approval of a class action settlement under California Code of Civil
28 Procedure section 382 and California Rule of Court 3.769, a court’s inquiry is whether the

1 settlement is “fair, adequate and reasonable.” *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d
2 615, 625 (9th Cir. 1982), *cert. denied subnom.*; *Byrd v. Civil Serv. Comm’n*, 459 U.S. 1217 (1983).
3 A settlement is fair, adequate, and reasonable, and therefore merits final approval, when “the
4 interests of the class are better served by the settlement than by further litigation.” *See Manual for*
5 *Complex Litigation, Fourth* § 21.6 at 309 (Fed. Jud. Ctr., 4th ed. 2004) (“MCL”). The law favors
6 settlement, particularly in class actions and other complex cases, where substantial resources can
7 be conserved by avoiding the time, cost, and rigors of formal litigation. *See* Alba Conte & Herbert
8 B. Newberg, *4 Newberg on Class Actions* § 11.41 (4th ed. 2002); *Class Plaintiffs v. City of Seattle*,
9 955 F.2d 1268, 1276 (9th Cir. 1992); *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir.
10 1976).

11 Although the Court possesses “broad discretion” in determining that a proposed class
12 action settlement is fair, the Court’s role must be limited to the extent necessary to reach a reasoned
13 judgment that the agreement is not the product of fraud or overreaching by, or collusion between,
14 the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate
15 to all concerned. *See Officers for Justice*, 688 F.2d at p. 625. Accordingly, the Court should give
16 due regard to what is otherwise a “private consensual agreement” between the parties. *Id.*; *see also*
17 *Church v. Consolidated Freightways, Inc.*, 1993 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub.*
18 *Power Supply Sys. Sec. Litig.*, 720 F. Supp. 1379 (D. Ariz. 1989), *aff’d sub nom.*; *City of Seattle*,
19 955 F.2d 1268; MCL § 21.6 at 309 (“The judicial role in reviewing a proposed settlement is critical,
20 but limited to approving the proposed settlement, disapproving it, or imposing conditions on it.
21 The judge cannot rewrite the agreement”).

22 A court’s approval of a class action settlement will only be reversed for a clear abuse of
23 discretion. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *Officers for Justice*,
24 688 F.2d at p. 626 (“reverse only upon a strong showing that the district court’s decision was a
25 clear abuse of discretion”); *City of Seattle*, 955 F.2d at p. 1276; *Ackerman v. Kassar*, 1993 WL
26 326453 (9th Cir. 1993); *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1238 (9th Cir. 1998). As
27 the court cautioned in *7-Eleven Owners for Fair Franchising v. Southland Corp.*:

28 It cannot be overemphasized that neither the trial court in approving

1 the settlement nor this Court in reviewing that approval have the
2 right or duty to reach any ultimate conclusions on the issues of fact
3 and law which underlie the merits of the dispute. It is well settled
4 that in the judicial consideration of proposed settlements, ‘the [trial]
5 judge does not try out or attempt to decide the merits of the
6 controversy,’ [citation] and the appellate court ‘need not and should
7 not reach any dispositive conclusions on the admittedly unsettled
8 legal issue.

9 85 al. App. 4th 1135, 1146 (2000).

10 **D. The Settlement is Presumed to Be Fair**

11 The Court should begin its analysis with the presumption that the settlement is fair and
12 should be approved:

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

18 *Dunk*, 48 Cal. App. 4th at p. 1802; *accord*, *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18
19 (N.D. Cal. 1980); *In re Wash. Pub Power Supply*, 720 F. Supp. at p. 1387.

20 The settlement in the case at bar warrants approval and carries a presumption of fairness.
21 As previously noted in the application for Preliminary Approval, this current settlement was
22 negotiated at arm’s-length after a full day of mediation and subsequent negotiations with an
23 experienced wage-and-hour mediator, Jeffrey Ross, Esq. Agnew Decl. ¶ 5. Additionally, Class
24 Counsel engaged in formal and informal discovery before mediation, including reviewing and
25 analyzing the production of class data, and information pertaining to Defendant’s payroll policies
26 and practices. *See id.* at ¶ 4. Counsel also hired an expert to assist counsel in conducting a
27 comprehensive analysis of the payroll and timekeeping data produced by Humano to create a
28 detailed exposure analysis for all claims at issue. *See id.* at ¶ 5. This discovery allowed the Parties
to assess the merits and value of Plaintiffs’ claims, the chances of certification of Plaintiffs’ claims,
and Defendant’s potential defenses. *See id.*

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E. Two-Way 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 plaintiffs 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 Plaintiffs pursued this case without settlement and failed to prevail, Plaintiffs would have been potentially responsible for Defendant’s costs. As such, if other employees of Defendant brought individual claims on the same causes of action, they would each face the uncertainty of prevailing and the possibility of paying costs to Defendant. Accordingly, such claims likely would not be brought by many of these individuals – thus, this lawsuit achieves a true benefit for the Class that they might not otherwise get or seek as individuals. Here, given that a fair and reasonable settlement has been reached, neither Plaintiffs nor any Class Members will be required to pay for Defendant’s litigation costs.

The risks of this case were weighed by Class Counsel and should be considered a significant factor by the Court in its determination of final approval. Class Counsel obtained a significant settlement for the Class that resulted in a fair recovery which at the same time provides for finality and no risk of costs to the Class Members or the Class Representatives.

The Settlement Agreement also affords the Class prompt, fair relief while avoiding significant legal and factual battles that otherwise may have prevented the Class from obtaining any recovery at all. While Class Counsel believe the Class Members’ claims are meritorious and can be successfully litigated, they are experienced and fully understand the inherent risks and uncertainty involved with such matters as the resolution of class certification, the outcome of a potential trial, and the outcome of any appeals that would inevitably follow should the Class prevail at trial. Class Counsel have also assessed the same risks in connection with the current settlement.

1 Because the settlement provides immediate and substantial relief, without the attendant risks and
2 delay of continued litigation – not to mention the threat of litigation fees and costs – Class Counsel
3 believe that the settlement warrants the Court’s final approval.

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

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

11 Continued litigation could have led to appeals on several issues. On the other hand, the
12 settlement that was reached provides to all Class Members – regardless of their means – fair relief
13 in a prompt and efficient manner. Were the Court to deny final approval, the Class Members would
14 be left without a remedy as a practical matter and courts across the State would have to address
15 the issues presented here in a piecemeal, costly, and time-consuming manner. The settlement in
16 this case is therefore consistent with the “overriding public interest in settling and quieting
17 litigation” that is “particularly true in class action suits.” *See Van Bronkhorst*, 529 F.2d at p. 950
18 (footnote omitted); *see also 4 Newberg* § 11.41. Here, this case has already involved years of
19 litigation.

20 **G. The Settlement Effectuates PAGA’s Objectives.**

21 With respect to evaluating the fairness of the settlement of the PAGA claim, the Court’s
22 focus is not the amount that aggrieved employees will ultimately receive as a result of a settlement.
23 Instead, “a trial court should evaluate a PAGA settlement to determine whether it is fair,
24 reasonable, and adequate *in view of PAGA’s purposes to remediate present labor law violations,*
25 *deter future ones, and to maximize enforcement of state labor laws.*” *See Moniz v. Adecco USA,*
26 *Inc.*, 72 Cal.App.5th 56, 77 (2021) (emphasis added); *see also Kang v. Wells Fargo Bank, N.A.,*
27 *2021 WL 5826230*, at *15 (N.D.Cal., 2021) (evaluating a PAGA settlement under the standard of
28 whether the settlement terms “are fundamentally fair, reasonable, and adequate in view of PAGA’s

public policy goals”); *Rendon v. Infinity Fasteners, Inc.*, 2023 WL 2918678, at *3 (E.D. Cal., 2023) (“Courts have approved PAGA settlements upon a showing that: (1) the settlement terms meet the PAGA statutory requirements and (2) are fundamentally fair, reasonable, and adequate in view of the PAGA's policy objectives”). Here, the Settlement vindicates the rights of PAGA Employees who have experienced alleged violations of the Labor Code. *Moniz*, 72 Cal.App.5th at 77. Additionally, the seven-figure Gross Settlement Amount acts as a deterrent to Defendant and other California employers. *O'Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1134 (N.D. Cal. 2016) (“If the settlement for the Rule 23 class is robust, the purposes of PAGA may be concurrently fulfilled. By providing fair compensation to the class members as employees and substantial monetary relief, a settlement not only vindicates the rights of the class members as employees but may have a deterrent effect upon the defendant employer and other employers, an objective of PAGA”).

H. The Opinion of Experienced Counsel Favors Final Approval

Class Counsel supports the settlement as fair, reasonable, and adequate, and in the best interest of the Class Members as a whole. *See* Agnew Decl. ¶ 2; Blakely Decl. ¶ 7; Haines Decl. ¶ 9; Hawkins Decl. ¶ 2; Lee Decl. ¶ 2; Marder Decl. ¶ 2. Similarly, counsel for Defendant is in favor of this settlement. The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the Court in its final approval determination. *See Officers for Justice*, 688 F.2d at p. 625; *Ellis*, 87 F.R.D. at p. 18; *Boyd*, 485 F. Supp. at p. 617; *Linney*, 151 F.3d at p. 1242.

I. The Proposed Procedure for Uncashed Settlement Checks Should Be Approved

As referenced in the Motion for Preliminary Approval, to the extent any uncashed settlement funds remain after 180 days of the mailing of the Individual Settlement Payment and/or individual PAGA payment checks, the Parties have agreed that all such uncashed settlement funds shall be distributed to Legal Aid at Work as a *cy pres* recipient. *See* SA § C-24. Class Counsel does not have any conflicts of interest with the proposed *cy pres* recipient. *See* Agnew Decl. ¶ 19; Blakely Decl. ¶ 20; Haines Decl. ¶ 10; Hawkins Decl. ¶ 8; Lee Decl. ¶ 10; Marder Decl. ¶ 11.

J. The Requested Class Representative Enhancement Payments Should Be Approved

Class Representatives Michael Emmens, Jermaine Hines, and Doris Thurman each request an enhancement payment of \$10,000.00 each (\$30,000.00). The Class Representatives provided invaluable information, evidence, and documents that resulted in this settlement. They had numerous discussions regarding the lawsuit with Class Counsel, searched for and provided substantive documents and information regarding Defendant's policies and practices at issue in this case, responded to written discovery, prepared for deposition, and reviewed pleadings and other documents in this case. *See* Emmens Decl. ¶ 4, Hines Decl. ¶¶ 9-13; Thurman Decl. ¶ 9. The Class Representatives estimate that they individually spent between 30 to 55 hours throughout the pendency of the case assisting Class Counsel in litigating the case. *See* Emmens Decl. ¶ 4, Hines Decl. ¶¶ 9-13; Thurman Decl. ¶ 9.

In addition to the invaluable services that they provided, the Class Representatives also took significant risks, both professionally and monetarily, in acting as the class representatives, seeking benefits on behalf of the Class. *See* Emmens Decl. ¶¶ 5-6, Hines Decl. ¶ 7; Thurman Decl. ¶¶ 6, 10. Because the claims alleged by the Class Representatives involved the payment of costs to the prevailing party, they could have possibly faced paying the costs of Defendant, had they not prevailed in this action. Despite these risks, however, the Class Representatives agreed to pursue this case on behalf of the Class.

Also, given that future employers are much less likely to hire individuals who have filed employment-related lawsuits, particularly cases of this nature, the Class Representatives also faced significant risk in not being able to find suitable employment and/or face retaliation from prospective employers as a result of filing of this case against Defendant. They took these risks upon themselves to the benefit of the Class. *See* Emmens Decl. ¶¶ 5-6, Hines Decl. ¶ 7; Thurman Decl. ¶¶ 6, 10. Class Members did not have to file individual lawsuits and bear the risks of payment of costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a lawsuit which is a public record. These are significant benefits that weigh in favor of granting the requested enhancement. As such, the Enhancement Payments

1 should be awarded to Plaintiffs for their commitment, dedication, and risks taken for this litigation.

2 Courts have routinely granted approval of settlements containing such enhancements. *See*
3 *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive
4 award of \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 374
5 (S.D. Ohio 1990) (two incentive awards of \$ 55,000, and three incentive awards of \$35,000);
6 *Brotherton v. Cleveland*, 141 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a \$50,000
7 incentive award); *Enter. Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 251-
8 52 (S.D. Ohio 1991) (\$50,000 awarded to each class representative); *Glass v. UBS Fin. Servs.*, No.
9 C-06-4068, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27, 2007) (awarding \$25,000
10 incentive award in FLSA overtime wages class action); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th
11 Cir. 1998) (affirming \$25,000 incentive award to class representative in ERISA case).

12 **K. The Requested Attorneys' Fees Should Be Approved**

13 Class Counsel seeks a fee award calculated at approximately one-third of the Gross
14 Settlement Amount, or \$500,000.00, for the successful prosecution and resolution of this action.
15 California state and federal courts have recognized that an appropriate method for determining
16 award of attorneys' fees is based on a percentage of the total value of benefits to class members
17 by the settlement. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 254 (2001); *Serrano v.*
18 *Priest*, 20 Cal. 3d 25, 34 (1977) [*Serrano III*]; *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478
19 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1997). The purpose of this
20 equitable doctrine is to avoid unjust enrichment to the class and to "spread litigation costs
21 proportionally among all the beneficiaries so that the active beneficiary does not bear the entire
22 burden alone." *Vincent v. Hughes Air West, Inc.*, *supra*, 557 F.2d at 769.

23 The California Supreme Court issued its ruling regarding the award of attorney's fees in
24 wage and hour class action settlements in *Laffitte*. Under California law, the award of attorneys'
25 fees in common fund wage and hour class action settlements is proper under the percentage
26 method. *See Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming
27 majority of federal and state courts in holding that when class action litigation establishes a
28 monetary fund for the benefit of the class members, and the trial court in its equitable powers

1 awards class counsel a fee out of that fund, the court may determine the amount of a reasonable
2 fee by choosing an appropriate percentage of the fund created”). Under the percentage of the fund
3 method, the Court’s objective remains to “mimic the market” in fixing a reasonable fee. *See Gaskill*
4 *v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (J. Posner) (“When a fee is set by a court rather than
5 by contract, the object is to set it at a level that will approximate what the market will set.... The
6 judge, in other words, is trying to mimic the market in legal services”).

7 Here, the fee award representing approximately one-third of the fund clearly falls within
8 that range and is consistent with other rulings of other courts and comprehensive surveys of class
9 action settlements and fee awards. *See Martin v. AmeriPride Servs.*, 2011 U.S. Dist. LEXIS 61796,
10 23 (S.D. Cal. June 9, 2011) (recognizing that “courts may award attorney’s fees in the 30-40%
11 range in wage and hour class actions that result in recovery of a common fund under \$10 million”);
12 *see also* Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study: 1993-*
13 *2008*, 7 J. of Empirical Leg. Stud. 248, 262, fn. 16 (2010) (independent studies of class action
14 litigation nationwide conclude that fees in the range sought here are consistent with market rates).
15 The results delivered by Class Counsel also support the requested percentage of the fund. Here,
16 the Class Representatives and their counsel secured a \$1,500,000.00 non-reversionary settlement.

17 Finally, “the response of the class members to attorneys’ fee notice, though not decisive,
18 is relevant to the...reasonable determination” regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d
19 1261, 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court’s
20 “approximation of the market” for fees is well supported. *Id.* at p. 1269. In this case, the Class
21 Notice specifically notified Class Members that Class Counsel would be seeking up to \$500,000.00
22 in attorneys’ fees. To date, no Class Member has objected to the settlement. This strong favorable
23 response also supports the requested fees.

24 In addition, it is recognized that one of the primary factors justifying an enhanced
25 attorney’s fees reward is the attendant risks inherent in the litigation. As observed in *City of Detroit*
26 *v. Grinnell Corp.*:

27 No one expects a lawyer whose compensation is contingent upon his
28 success to charge, when successful, as little as he would charge a
client who had agreed to pay for his services, regardless of success.

1 Nor, particularly in complicated cases producing large recoveries, is
2 it just to make a fee depend solely on the reasonable amount of time
expended.

3 495 F.2d 448, 470 (2d Cir. 1974). For Class Counsel, the fees here were wholly contingent in
4 nature and the case presented far more risk than the usual contingent fee case. Among the risks
5 was the cost inherent in class action litigation, as well as a potentially drawn-out battle with a
6 corporate Defendant.

7 As secondary support for the percentage of the fund method, courts have discretion to
8 “cross-check” the fees awarded through the lodestar method. However, the *Laffitte* Court
9 “emphasize[d] [that] the lodestar calculation, when used in this manner, does not override the trial
10 court’s primary determination of the fee as a percentage of the common fund and thus does not
11 impose an absolute maximum or minimum on the potential fee award.” *Laffitte*, 1 Cal. 5th at p.
12 505; *In re Rite Aid Corp. Secs. Litig.*, 396 F.3d 294, 306-307 (3d Cir. 2005) (“[The lodestar cross-
13 check does not trump the primary reliance on the percentage of common fund method”).

14 The Supreme Court in *Laffitte* stated: “If the multiplier calculated by means of a lodestar
15 cross-check is extraordinarily high or low, the trial court should consider whether the percentage
16 used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the
17 court is not necessarily required to make such an adjustment.” *Id.* Thus, a lodestar cross-check is
18 aimed at astronomical multipliers. Indeed, cross-checks are not required; in many cases,
19 performing a cross-check “undermines” one of the primary reasons for using the percentage
20 method: aligning counsel’s incentives with the benefits delivered to the class and discouraging
21 protracted litigation. *Id.* at p. 506 (finding trial courts “retain the discretion to forgo a lodestar
22 cross-check”); *Report of the Third Circuit Task Force, Court Awarded Attorney Fees*, 108 F.R.D.
23 237, 258 (1985); *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 29-30 (2000) (citing
24 the recommendations of the Third Circuit Task Force with approval and observing that “[t]he
25 criticisms of the lodestar approach set forth in this Report are now echoed by many authorities,
26 who have been most vocal about the manner in which it exacerbates the problem of ‘cheap
27 settlements’ and burdens already overworked trial judge”).

28 Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2 to 4

1 or even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001); *see also*,
2 *e.g.*, *Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52
3 multiplier on a cross-check in an antitrust class action); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th
4 43, 60 (2008) (applying a 2.5 multiplier on a lodestar cross-check); *City of Oakland v. Oakland*
5 *Raiders*, 203 Cal. App. 3d 78 (1988) (affirming a 2.34 multiplier without remand). The
6 intermediate court in *Laffitte*, after finding that “2 to 4” is a reasonable range for multipliers on a
7 cross-check, affirmed a 2.13 multiplier. *Laffitte*, 231 Cal. App. 4th at pp. 881-82. The intermediate
8 court opinion was affirmed in full by the California Supreme Court in its new decision guiding
9 lower courts on assessing fees.

10 With respect to Class Counsel’s lodestar, to date, at least approximately 387.2 hours have
11 been expended by Class Counsel in this matter. *See* Agnew Decl. ¶ 15; Blakely Decl. ¶ 17;
12 Hawkins Decl. ¶¶5-6; Lee Decl. ¶ 8; Marder Decl. ¶ 10. Moreover, Class Counsel expects to incur
13 approximately three additional hours in finalizing this settlement, including handling any post-
14 approval matters and settlement issues that may arise. *See* Agnew Decl. ¶ 15. The courts are quite
15 liberal in the evidence required to prove an attorney’s hours. Detailed time records are not required.
16 An attorney’s testimony alone may suffice: “Testimony of an attorney as to the number of hours
17 worked on a particular case is sufficient evidence to support an award of attorney fees, even in the
18 absence of detailed time records.” *Martino v. Denevi*, 182 Cal. App. 3d 553, 559 (1986).

19 Reasonable hours include, in addition to time spent during litigation, the time spent before
20 the action is filed, including time spent interviewing the clients, investigating the facts and the law,
21 and preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey*, 447 U.S. 54, 62 (1980).
22 Further, the fee award should include fees incurred to establish and defend the attorneys’ fee claim.
23 *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982) [*Serrano IV*]. Thus, Class Counsel requests that the
24 court find that these hours were reasonable in this litigation. A reasonable hourly rate is the
25 prevailing rate charged by attorneys of similar skill and experience in the relevant community.
26 *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000). The court may consider other factors
27 when determining a reasonable hourly rate, *e.g.*, the attorney’s skill and experience, the nature of
28 the work performed, the relevant area of expertise and the attorney’s customary billing rates.

1 *Flannery v. California Highway Patrol*, 61 Cal. App. 4th 629, 632-33 (1998).

2 Counsel requests hourly rates ranging from \$650 to \$900. *See* Agnew Decl. ¶ 16; Blakely
3 Decl. ¶¶ 17; Lee Decl. ¶ 9; Marder Decl. ¶ 10. Class Counsel’s skill and experience justify the
4 requested rate. As shown in the supporting declarations, Class Counsel have significant experience
5 in the area of employment and wage and hour class actions. Specifically, Class Counsel’s practice
6 focuses on representing employees in employment matters, particularly wage and hour cases. *See*
7 Agnew Decl. ¶¶ 7-14; Blakely Decl. ¶¶ 2-6; Haines Decl. ¶¶ 3-8; Hawkins Decl. ¶¶ 3-4; Lee Decl.
8 ¶¶ 4-7; Marder Decl. ¶¶ 3-9. As such, based on the hours and applicable rate, the total lodestar to
9 be expended by Class Counsel through finalizing this settlement will be approximately
10 \$344,837.50. *See* Agnew Decl. ¶¶ 15-16; Blakely Decl. ¶ 17; Hawkins Decl. ¶6; Lee Decl. ¶¶ 9;
11 Marder Decl. ¶ 10.¹

12 Once the court establishes the lodestar amount, it may enhance the fee award by a multiplier
13 in order to make an appropriate fee award. *Serrano III*, 20 Cal.3d at 48. The pertinent factors
14 include the difficulty of the questions involved and the skill in presenting them, the contingent
15 nature of the fee award, the extent to which the litigation precluded other employment, and the
16 percentage-of-the-fund the attorney would have received on the fair market. *Id.*; *Lealao*, 82
17 Cal.App.4th at 49. However, this list is not exhaustive and the court can consider other factors it
18 deems important in setting the multiplier. *Ketchum v. Moses*, 24 Cal.4th 1122, 1139 (2001).

19 It is also critical to note that prompt settlement cannot be used to diminish the fee or the
20 enhancement based on a percentage-of-the-fund. *Lealao*, 82 Cal.App.4th at 52 (the promptness of
21 settlement “cannot be used to justify the refusal to apply a multiplier”). According to *Lealao*, courts
22 placed “an extraordinarily high value” on settlement, and counsel should be rewarded, not
23 punished, for achieving this goal in a timely fashion. *Id.*

24 Here, based upon Class Counsel’s lodestar of \$344,837.50, the requested fees result in a
25 multiplier of 1.449 [$\$500,000.00$ (requested fees) $\div$ $\$344,837.50$ (lodestar amount)]. This
26 demonstrates that the requested fees are reasonable and fair, particularly based on the factors
27

28 ¹ The lodestar calculation includes 13.50 hours of paralegal time, billed at a rate of \$175 per
hour. *See* Blakely Decl. ¶ 17.

described above. *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224 (Ct. App. 2001) (noting that courts using the lodestar method to calculate attorney fees awards in class actions typically apply multipliers in the range of 2 to 4); *Boyd v. Bank of Am. Corp.*, 2014 U.S. Dist. LEXIS 162880 (C.D. Cal. Nov. 18, 2014) (awarding 33% of the common fund, based on a multiplier of 2.58, in a wage and hour class action settlement); *Vandervort v. Balboa Capital Corp.*, 8 F.Supp.3d 1200, 1210 (C.D. Cal. 2014) (awarding 33% of the common fund, based on a multiplier of 2.52).

As such, the requested fee award is fair and reasonable, and should be awarded in its entirety. Class Counsel risked not only a great deal of time, but also a great deal of expense to ensure the successful litigation of this action on behalf of all Class Members. For such reasons, Class Counsel's request for attorneys' fees in the amount of \$500,000.00 is fair, reasonable, and adequate.

L. The Court Should Approve the Request For Reimbursement Of Costs

The request for reimbursement of costs, in the amount of \$55,320.03 is fair and reasonable. As set forth in Class Counsel's declarations, the costs were all directly incurred in the prosecution of this action, including but not limited to, filing fees, service of process costs, mediation fees, and other litigation costs. *See* Agnew Decl. ¶ 17, Ex. A; Blakely Decl. ¶ 15; Ex. A; Hawkins Decl. ¶ 7, Ex. A. As such, the requested costs should be approved as fair and reasonable.

M. The Settlement Administration Costs Should Be Approved

Pursuant to the terms of the Settlement Agreement, the fees and costs of the Settlement Administrator, Phoenix Settlement Administrators, are to be paid out of the class settlement funds. As shown on the Declaration of Taylor Mitzner, the settlement administration costs expended in this matter amount to a total of \$44,500.00, which is the amount that was agreed upon by the Parties. Admin. Decl. ¶ 17, Ex. B. For such reasons, it is requested that the Settlement Administrator's fees be approved.

N. Notice to the LWDA

Concurrent with the filing of this Motion, Plaintiffs provided notice to the LWDA. Agnew Decl. ¶ 20, Ex. C.

1 **X. CONCLUSION**

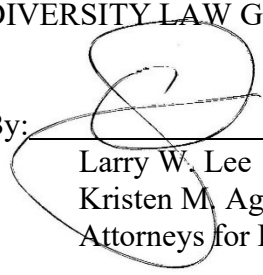
2 For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiffs
3 respectfully submit that the standards for final approval have been met and the terms of the
4 Settlement Agreement are fair, adequate, and reasonable.

5 Accordingly, Plaintiffs respectfully request that the Court enter an Order in the form
6 proposed and submitted:

- 7 1. Granting final approval to the proposed Settlement Agreement in this action;
8 2. Approving distribution of the settlement funds to the Participating Class Members
9 pursuant to the terms of the Settlement Agreement;
10 3. Approving Plaintiffs' request for an award of the Enhancement Payment of
11 \$10,000.00 to each Plaintiff (\$30,000.00), with payment pursuant to the terms of the Settlement
12 Agreement;
13 4. Approving Class Counsel's request for an award to Class Counsel for \$500,000.00
14 in attorneys' fees and \$55,320.03 in costs, with payment pursuant to the terms of the Settlement
15 Agreement;
16 5. Approving Plaintiffs' request for payment of the Settlement Administration Costs
17 to Phoenix Settlement Administrators in the amount of \$44,500.00, with payment pursuant to the
18 terms of the Settlement Agreement;
19 6. Approving Plaintiffs' request for payment to the LWDA for \$75,000.00, with
20 payment pursuant to the terms of the Settlement Agreement; and
21 7. Entering final Judgment in the form proposed and submitted as to all members of
22 the Class in this action.

23 DATED: November 12, 2024

DIVERSITY LAW GROUP, P.C.

24
25 By: 
26 Larry W. Lee
27 Kristen M. Agnew
28 Attorneys for Plaintiffs and the Class