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

TRAVIS THOMPSON, on behalf himself
and on of all others similarly situated,

Plaintiff,

vs.

SELECTQUOTE INSURANCE SERVICES,
a California Corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. CVRI2200129

[Assigned for all purposes to the Hon. Harold
W. Hopp, Dept. 1]

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

**[SUPPORTING DECLARATIONS ARE
FILED CONCURRENTLY HEREWITH]**

Date: January 29, 2024
Time: 8:30 a.m.
Department: 1
Judge: Hon. Harold W. Hopp

**Reservation ID: Per September 12, 2023
Order Granting Preliminary
Approval**

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

2 **PLEASE TAKE NOTICE THAT** on January 29, 2024 at 8:30 a.m. in Department 1 of
3 the Superior Court of the State of California for the County of Riverside, Historic Courthouse
4 located at 4050 Main Street, Riverside, CA 92501, before the Honorable Harold W. Hopp, Judge
5 presiding, Plaintiff TRAVIS THOMPSON will and hereby does move the Court for an Order:
6 (1) Granting final approval to the Class Action Settlement Agreement and Release of Claims
7 between Plaintiff and Defendant SelectQuote Insurance Services (“Settlement Agreement”); (2)
8 Approving distribution of the settlement funds to the class members pursuant to the terms of the
9 Settlement Agreement; (3) Approving Plaintiff’s request for an award of the class representative
10 enhancements of \$7,500.00 to TRAVIS THOMPSON pursuant to the terms of the Settlement
11 Agreement; (4) Approving Plaintiff Counsel’s request for an award to Class Counsel in the
12 amount of \$173,422.51 for attorneys’ fees and reimbursement of actual costs in the amount of
13 \$9,112.31 pursuant to the terms of the Settlement Agreement; (5) Approving Plaintiff’s request
14 for payment of the claims administration costs to Phoenix Settlement Administrators in the
15 amount of \$10,500.00 with payment pursuant to the terms of the Settlement Agreement; (6)
16 Entering final judgment as to all members of the Settlement Class in this action; and (7) setting a
17 Compliance Hearing date on October 28, 2024 with a deadline to file a compliance declaration
18 on or before October 21, 2024.

19 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
20 provides for court approval of the settlement of a class action and authorizes the Court to grant
21 final certification of a class for settlement purposes.

22 The basis for this Motion, filed without any opposition from Defendant, is that the
23 proposed settlement is fair, adequate, and reasonable and the procedures proposed by the Parties
24 are adequate to ensure the opportunity of class members to participate in, opt out of, or object to
25 the settlement.

26 This Motion will be based on this Notice, concurrently filed herewith, the Memorandum
27 of Points and Authorities, the Class Action Settlement Agreement and Release of Claims
28 between Plaintiff and Defendant SelectQuote Insurance Services (“Settlement Agreement”), the

1 supporting Declarations of Edward W. Choi, Larry W. Lee, Dennis S. Hyun, William Marder,
2 Travis Thompson, and Yami Burns on Behalf of Settlement Administrator, and upon the oral
3 arguments of counsel (should there be any) and on the complete records and file herein.
4

5 Dated: January 4, 2024

LAW OFFICES OF CHOI & ASSOCIATES, APLC

6
7 By:

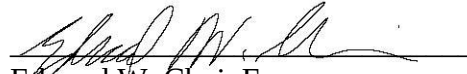

Edward W. Choi, Esq.
Attorneys for Plaintiff and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff TRAVIS THOMPSON (“Plaintiff”) and Defendant SELECTQUOTE
4 INSURANCE SERVICES (“Defendant” or “SelectQuote”) (Plaintiff and Defendant are
5 collectively referred to as “Parties”) entered into the Class Action Settlement Agreement and
6 Release of Claims (“Settlement Agreement”) which was filed with this Court on August 21, 2023.
7 The Settlement Agreement disposes of all of the claims alleged by Plaintiff in this current lawsuit
8 against Defendant.

9 On January 11, 2022, Plaintiff TRAVIS THOMPSON (“Plaintiff”) filed a putative class
10 action Complaint in Riverside Superior Court (Case No. CVRI2200129) on behalf of himself and
11 all similarly situated individuals against Defendant SELECTQUOTE INSURANCE SERVICES
12 (“Defendant” or “SelectQuote”). In the operative Second Amended Complaint (“SAC”), Plaintiff
13 alleges the following causes of action (1) Violation of Labor Code §§ 510, 558, 1194, 1194.2,
14 1197 and 1197.1; (2) Violation of Labor Code §§ 226.7 and 512; (3) Violation of Labor Code §
15 226.7; (4) Violation of Labor Code § 226; (5) Violation of Labor Code § 2802; (6) Violation of
16 Bus. & Prof. Code § 17200, *et seq.*; and (7) For recovery of civil penalties under Labor Code §
17 2698, *et seq.* (“PAGA”).

18 The terms of the settlement provide that SelectQuote shall pay a Gross Settlement Amount
19 of Four Hundred Seventy-Five Thousand Dollars (\$475,000.00), which will be distributed to the
20 class on a non-reversionary basis without the need to submit claim forms. (Class Action
21 Settlement Agreement and Release of Claims (“Settlement Agreement”) ¶ I.R.). The Gross
22 Settlement Amount was negotiated based on an estimated 29,235 workweeks from January 11,
23 2018 through October 12, 2022. (Settlement Agreement ¶ III.C.5.). The Workweek Modification
24 of the Settlement Agreement indicates if the actual number of Workweeks through preliminary
25 approval exceeds 32,159 then the Gross Settlement Amount will increase on a pro rata basis. (*Id.*).
26 The final workweek count is 34,946 thus triggering the Workweek Modification. (Declaration of
27 Yami Burns With Respect to Notice and Settlement Administration (“Admin Decl.”) ¶ 12). Thus,
28 the Gross Settlement Amount was adjusted to \$520,267.50. (*Id.* ¶ 13).

1 The settlement was achieved after extensive litigation, a full-day mediation with well-
2 respected mediator, the Honorable Brian Walsh (Ret.). The settlement complies with the Court's
3 Case Management Order and meets all of the elements required for approval. This Court
4 preliminarily approved this Settlement on September 12, 2023. The Order Granting Preliminary
5 Approval of Class Action Settlement and Setting a Final Approval Hearing, signed on September
6 12, 2023, directed distribution of class notice packet and scheduling the hearing for final approval
7 of settlement (the "Preliminary Approval Order").

8 As directed by the Court, the Settlement Administrator distributed the class notice. (Admin
9 Decl. ¶¶2-5). There have been zero (0) objections to the Settlement. (Admin Decl. ¶9). Three (3)
10 individuals have opted out of the Settlement. (Admin Decl. ¶8, Ex. B)¹. Thus, there is a 99.64%
11 participation rate. (*Id.* at ¶11). Therefore, an inference can be made that the Class supports the
12 Court's Preliminary Approval Order finding that the Settlement was fair and reasonable.

13 In sum, as a result of the notice process, and the amount of class funds being paid out to the
14 class members, the Court may confirm its preliminary approval as this process supports the Court's
15 initial finding that the Settlement is fair and reasonable. The fact that no objections were filed is
16 instructive that class members believe that the settlement was fair and reasonable.

17 In addition to the results of the notice process, for the same reasons as set forth earlier in
18 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, the following represent the
19 basic points previously covered supporting approval of the Settlement:

- 20 • Total number of individuals in the class is 554 individuals after accounting for the 3
21 individuals who opted out of the settlement. (Admin Decl. ¶¶8, 11)
- 22 • Estimate of recovery by each class member is \$486.88 with the highest Individual
23 Settlement Share of \$2,253.82 and lowest of \$7.72. (Admin Decl. ¶14);
- 24 • There are no claim forms to be submitted. The settlement class will automatically
25 receive their settlement funds unless they opt-out of the settlement; and
- 26 • There is no reversion to the Defendant (Settlement Agreement ¶I.R.).

27 ¹ Matthew Rothchild (Exhibit B, pg. 3) inadvertently submitted an opt-out request on the Objection Form. At the
28 request of the Parties, the Administrator confirmed that he meant to opt-out of the settlement, per his handwritten
comments that "I am filing my own lawsuit".

1 With this additional information, the Court should grant Final Approval consistent with the
2 Preliminary Approval Order.

3 **II. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE**
4 **SETTLEMENT (CMO (H)(5)(a))**

5 The notice procedures required by the Preliminary Approval Order, have been followed
6 and satisfy all due process rights of Class Members.

7 The Preliminary Approval Order contemplated that the Notice of Pendency of Class Action
8 Settlement and Proposed Settlement along with an objection and opt out form (“Class Notice”), as
9 approved in the Preliminary Approval Order, be sent to all Class Members by first class mail, as
10 specified in the Settlement. The Preliminary Approval Order approved Phoenix Settlement
11 Administrators (“Phoenix” and/or “Settlement Administrator”) to serve as the Settlement
12 Administrator.

13 As clearly stated in the Admin Declaration, notice was provided to Class Members, as
14 required by the Preliminary Approval Order. The Settlement Administrator received a Class
15 Member mailing list from Defendant’s counsel that included Class Members, and on October 30,
16 2023 each of the persons identified on the mailing list was sent the Class Notice via first class mail
17 to 557 individuals in English and Spanish. (Admin Decl. ¶5; Ex. A). A total of thirty-five (35)
18 notices were returned due to a defective address, of which all were re-mailed based on newly
19 discovered addresses obtained through skip-traces. (*Id.* at ¶6). To date, three (3) notices remain
20 undeliverable. (*Id.* at ¶7)

21 The Class Notice specifically directed Class Members to the Court and Class Counsel,
22 where they could further receive information regarding the class settlement. Class Counsel has
23 received a number of calls and emails during the notice period from Class Members who are both
24 current and former employees of Defendant with questions about the case and the current
25 settlement.

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, e.g., Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12

[provision of “best notice practicable” with description of the litigation and explanation of opt-out rights satisfies due process]; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-75 [individual notice must be sent to class members who can be identified through reasonable means]; *Mullane v. Central Hanover Bank & Trust Co.* (1950) 339 U.S. 306, 314 [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”].)

The Court, therefore, may proceed to determine the fairness and adequacy of the Settlement and order its approval, secure in the knowledge that all absent Class Members have been given the opportunity to participate fully in the claims, exclusion, and approval process.

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

A. STRENGTH OF PLAINTIFF’S CASE AND LIKELIHOOD OF CERTIFYING THE CLASS

Under California law, there are two basic requirements which must exist to sustain a class action: “[t]he first is existence of an ascertainable class, and the second is a well-defined community of interest in the questions of law and fact involved.” (*Vasquez v. Sup. Ct. (Karp)* (1971) 4 Cal.3d 800, 809)

1. The Class is Ascertainable and Sufficiently Numerous

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* (1987) 196 Cal. App. 3d 1263, 1271). The class is defined as follows:

“All Defendant’s current and former non-exempt sales employees in California who were employed at any time during the Class Period (January 11, 2018 through the date on which Plaintiff files a motion for preliminary approval), excluding those former employees with enforced individual severance and release agreements covering the claims alleged in this Action, in relation to reductions in force”.

(Settlement Agreement ¶¶ I.C.)

1 Based on this objective definition, Defendant was able to identify 557 individuals who fall
2 within this definition. As such, the class is ascertainable. Further, as to numerosity, there is no
3 minimum number of Plaintiffs required as a matter of law for maintenance of a class action. (*Rose*
4 *v. City of Hayword* (1981) 126 Cal. App. 3d 926). The size of the claims involved, and any public
5 interest factors in the case may be determinative. (*Id.* at p. 934). “Numerosity” is met when
6 Plaintiff demonstrate the “impracticability” of joinder. (Fed. Rules Civ. Proc.23(a)(1); *Harris v.*
7 *Palm Springs Alpine Estates, Inc.* (9th Cir. 1964) 329 F.2d 909, 913-14). In *Bowles v. Superior*
8 *Court* (1955) 28 Cal.2d 574, a class was certified with only 10 members.

9 Given that there are 557 members that comprise of the Class, this is far more than the
10 minimum required to certify a class. Within the context of manageability, the issue is whether
11 there exists sufficient means for identifying class members at the remedial stage. (*Reyes v. San*
12 *Diego County Board of Supervisors, supra*, 196 Cal.App.3d at pp. 1274-75).

13 Class members were identified by Defendant, and Class Notice was provided to all of the
14 above class members.

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

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

21 **a. There Are Predominant Common Questions of Law and Fact**

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

27 Plaintiff claims that Defendant, as a matter of its corporate policy, practice, or procedure
28 violated the Labor Code by failing to pay proper minimum and overtime wages at the correct

1 regular rate of pay, provide meal and rest breaks, provide accurate itemized wage statements,
2 reimburse business expenses and pay waiting time penalties to employees.

3 **b. Plaintiff's Claims Are Typical of the Class Claims**

4 The purported class representative's claim must be "typical" but not necessarily identical to
5 the claims of other class members; it is sufficient that the representative is similarly situated so that
6 he or she will have the motive to litigate on behalf of the class. (*Classen v. Weller* (1983) 145
7 Cal.App.3d 27, 45). Courts look to whether class members have similar injuries, "whether the
8 action is based on conduct which is not unique to the named Plaintiff," and whether other class
9 members were injured by the same conduct. (*Hannon v. Dataproducts Corp.* (9th Cir. 1992) 976
10 F.2d 497, 508; *Schwartz v. Harp* (C.D.Cal. 1985) 108 F.R.D. 279, 282). The purpose of the
11 typicality requirement "is to assure that the interest of the named representative aligns with the
12 interests of the class." *Hannon v. Dataproducts Corp.*, *supra*, 976 F.2d at p. 508).

13 Plaintiff was employed by Defendant and, like all of the other class members, he alleges
14 that he was not paid proper regular and overtime wages, was not provided compliant meal and rest
15 break periods and failed to receive reimbursement of business expenses (Declaration of Travis
16 Thompson ("Thompson Decl.") ¶ 4). Thus, Plaintiff's claims are typical to those of class
17 members.

18 **c. Plaintiff Adequately Represented The Class**

19 The class representative, through qualified counsel, must be capable of "vigorously and
20 tenaciously" protecting the interests of the class members. (*Simons v. Horowitz* (1984) 151
21 Cal.App.3d 834, 846). Since the judgment rendered in a class action will bar further relief to the
22 class members, the representative plaintiff must assert all claims reasonably expected to be raised
23 by members of the class. (*City of San Jose v. Sup. Ct. (Lands Unlimited)* (1974) 12 Cal.3d 447,
24 464). Plaintiff does not have any interests adverse to the class, nor has any such issues been raised
25 or presented. (Thompson Decl. ¶ 7). Plaintiff has taken all necessary steps to represent the
26 interests of the Class by giving up potential individual claims to proceed with this action as a class
27 action. (*Id.* ¶¶ 9-11). Plaintiff has made himself available to answer questions, gather and provide
28 documents, review and execute the settlement agreement this declaration and previous declarations

1 filed with the court. (*Id.* at ¶10). Plaintiff will continue to make himself available to review any
2 other documents needed to bring this matter to conclusion and estimates that he has spent 40 hours
3 in prosecution of this action. (*Id.*). For such reasons, the Class Representative has adequately
4 represented the class members.

5 In order to proceed as a class, there are two requirements which must be met --
6 ascertainability and community of interest. (*See Daar v. Yellow Cab Co.* (1967) 67 Cal.2d. 695,
7 704) “The community of interest requirement embodies three factors: (1) predominant common
8 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
9 (3) class representatives who can adequately represent the class.” (*Richmond v. Dart Industries*
10 (1981) 29 Cal.3d. 462, 470.)

11 As already noted above, this Court previously granted conditional certification of the Class
12 pursuant to the Preliminary Approval Order. As such, all of the factors for class certification have
13 already been met.

14 **B. THE TERMS OF THE SETTLEMENT, THE NEGOTIATION OF THE**
15 **SETTLEMENT AND THE RECEPTION OF THE SETTLEMENT BY CLASS**
16 **MEMBERS ALL STRONGLY SUPPORT THE CONCLUSION THAT THE**
17 **SETTLEMENT IS FAIR, ADEQUATE AND REASONABLE**

18 Without reiterating the parties’ showing that the Settlement Agreement and the negotiation
19 process that led up to it was fair and adequate, as set forth in detail in the Motion for Preliminary
20 Approval of Class Action Settlement, the parties highlight the following facts. The Agreement
21 was the product of negotiation between highly able and experienced attorneys on both sides who
22 possessed the relevant data and extensive legal research which they had carefully analyzed. (Choi
23 Decl. ¶¶8-12). In addition, the resolution of this case was reached only after the parties engaged in
24 substantial investigation and mediation. (*Id.*)

25 The results after mailing of the Class Notice support confirmation of the Court’s
26 preliminary approval of the settlement with final approval of the settlement, as evidenced by the
27 fact that there are no objections or disputes to the current settlement and only three request for
28 exclusion. (Admin Decl. ¶¶8-10).

1 The Court may appropriately infer that the class action settlement is fair, adequate and
2 reasonable when, among other reasons, few class members object to it. (*See Class Plaintiff v.*
3 *City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1291) The Court should further construe the lack of
4 any objection to this current settlement as an indication that Class Members themselves view the
5 settlement as fair, adequate and reasonable.

6 C. **UNDER WELL-ESTABLISHED LEGAL PRINCIPLES, THE COURT SHOULD**
7 **GRANT FINAL APPROVAL OF THE SETTLEMENT**

8 **1. Standard Of Review**

9 On a motion for final approval of a class action settlement under Civil Code §1781(f), a
10 court's inquiry is whether the settlement is "fair, adequate and reasonable."² (*Officers for Justice*
11 *v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625, cert. denied subnom., *Byrd v. Civil Serv.*
12 *Comm'n*, (1983) 459 U.S. 1217).) A settlement is fair, adequate and reasonable, and therefore
13 merits final approval, when "the interests of the class are better served by the settlement than by
14 further litigation." (See Manual for Complex Litigation Fourth (Fed. Judicial Center 2004)
15 ("Manual"), § 21.6 at 309.)

16 The law favors settlement, particularly in class actions and other complex cases, where
17 substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation.
18 (See 4 *Newberg on Class Actions* 4th § 11.41 (2008); *Chemical Bank v. City of Seattle*, 955 F.2d
19 1268, 1276; *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943, 950).)

20 Although the Court possesses "broad discretion" in determining that a proposed class
21 action settlement is fair, the Court's role must be limited to the extent necessary to reach a
22 reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion
23 between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and
24 adequate to all concerned. (See *Officers for Justice v. Civil Serv. Comm'n*, supra 688 F.2d at
25 625.) Accordingly, the Court should give due regard to what is otherwise a "private consensual
26 agreement" between the parties. (Id.; see also *Church v. Consolidated Freightways, Inc.* (N.D.

27 _____
28 ² Both Civil Code §1781(f) and Rule 23 have been expressly authorized by the California Supreme Court for use in
all California class action litigation. See *Vasquez v. Superior Court*, 4 Cal. 3d 800, 820-821 (1971).

1 Cal. 1993) 1993 WL 149840; *In re Wash. Pub. Power Supply Sys. Sec. Litig.* (D. Ariz. 1989) 720
2 F.Supp. 1379, aff'd sub nom., *Class Plaintiff v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268;
3 Manual § 21.61 at 309 ["The judicial role in reviewing a proposed settlement is critical, but
4 limited to approving the proposed settlement, disapproving it, or imposing conditions on it. The
5 judge cannot rewrite the agreement"].)

6 A court's approval of a class action settlement will only be reversed for a clear abuse of
7 discretion. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801; see also *Officers*
8 *for Justice v. Civil Serv. Comm'n*, supra, 688 F.2d at p. 626 ("reverse only upon a strong showing
9 that the district court's decision was a clear abuse of discretion"); *Chemical Bank*, supra, 955 F.2d
10 at 1276; *Ackerman v. Kassar*, 1993 WL 326453 (9th Cir. 1993); *Linney v. Cellular Alaska P'ship*
11 (9th Cir. 1998) 151 F.3d 1234, 1238.)

12 As the court in *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.
13 App. 4th 1135 cautioned: "[i]t cannot be overemphasized that neither the trial court in approving
14 the settlement nor this Court in reviewing that approval have the right or duty to reach any
15 ultimate conclusions on the issues of fact and law which underlie the merits of the dispute. It is
16 well settled that in the judicial consideration of proposed settlements, 'the [trial] judge does not
17 try out or attempt to decide the merits of the controversy,' [citation] and the appellate court 'need
18 not and should not reach any dispositive conclusions on the admittedly unsettled legal issue.'"
19 (*Id.* at p. 1146.)

20 **2. The Settlement Is Presumed To Be Fair**

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

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

26 (*Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1802; *7-Eleven Owners for Fair*
27 *Franchising*, supra, 85 Cal. App. 4th at p. 1146; accord, *Ellis v. Naval Air Rework Facility* (N.D.
28 Cal. 1980) 87 F.R.D. 15, 18; *In re Wash. Pub Power Supply*, supra, 720 F Supp at p. 1387.)

1 The settlement in the case at bar warrants approval and carries a presumption of fairness.
2 As previously noted in the application for Preliminary Approval, this current settlement was
3 negotiated after engaging in informal and formal written discovery, and Defendant confidentially
4 payroll records that allowed Plaintiff to extrapolate the potential damages that could be awarded to
5 Plaintiff and the Class. (Choi Decl. ¶¶8-9). Furthermore, Class Counsel are highly experienced in
6 this type of litigation. (Choi Decl. ¶¶13-15; Declaration of Larry W. Lee (“Lee Decl.”) ¶¶7-8;
7 Declaration of Dennis Hyun (“Hyun Decl.”) ¶¶ 3-6); and Declaration of William L. Marder
8 (“Marder Decl.” ¶¶8-14).

9 **3. Two-Way Fees and Costs and Other Risks Inherent In Continued Litigation**
10 **Favor Final Approval**

11 To assess the fairness, adequacy and reasonableness of a class action settlement, the Court
12 also should weigh the immediacy and certainty of substantial settlement proceeds against the risks
13 inherent in continued litigation. (*See also In re General Motors Corp.* (3d Cir. 1995) 55 F.3d 768,
14 806 [“present value of the damages Plaintiff would likely recover if successful, appropriately
15 discounted for the risk of not prevailing, should be compared with the amount of the proposed
16 settlement” (internal citations omitted)]; *Girsh v. Jepson* (3d Cir. 1975) 521 F.2d 153, 157; *Boyd v.*
17 *Bechtel Corp.* (N.D. Cal. 1979) 485 F. Supp. 610, 616-17.)

18 If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff may have
19 faced liability for Defendant’s costs. As such, should individual, current or former employees of
20 the Defendant want to bring individual claims on the same causes of action, they would each face
21 the uncertainty of prevailing and the possibility of paying costs to Defendant. Accordingly, such
22 claims likely would not be brought by many of these current and former employees—thus, this
23 lawsuit achieves a true benefit for the class that they might not otherwise get or seek as
24 individuals. Here, given that a fair and reasonable settlement has been reached, neither Plaintiff
25 nor any of the class members will be required to pay for Defendant’s litigation fees and costs.

26 The risks of this case were weighed by Class Counsel and, should be considered a
27 significant issue by the Court in its determination of final approval. Class Counsel obtained a very
28

1 substantial settlement for the Class that results in a fair recovery which at the same time provides
2 for finality and no risk of costs by the Class or the Class Representative.

3 The Settlement Agreement also affords the Class prompt, fair relief, while avoiding
4 significant legal and factual battles that otherwise may have prevented the Class from obtaining
5 any recovery at all. Class Counsel believe that the case that they have litigated against Defendant
6 involved a significant violation of Labor Codes, violations as set forth under established case law
7 and the Opinion Letters and Regulations of the Division of Labor Standards and Enforcement
8 (“DLSE”). While Class Counsel believe the Class Members’ claims are meritorious and can be
9 successfully litigated, they are experienced and fully understand the inherent risks and uncertainty
10 involved with such matters as the resolution of class certification, the outcome of a potential trial,
11 and the outcome of any appeals that would inevitably follow should the Class prevail at trial.

12 Class Counsel has also assessed the same risks in connection with the current settlement.
13 Because the settlement provides immediate and substantial relief, without the attendant risks and
14 delay of continued litigation – not to mention the threat of litigation costs – Class Counsel believes
15 that the settlement warrants the Court’s final approval.

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

18 Another factor considered by courts in approving a settlement is the complexity, expense,
19 and likely duration of the litigation. (*See Officers for Justice v. Civil Serv. Comm’n*, *supra*, 688
20 F.2d at 625; *Girsh v Jepson*, *supra*, 521 F.2d at 157.) In applying this factor, the Court must weigh
21 the benefits of the settlement against the expense and delay involved in achieving an equivalent or
22 more favorable result at trial. (*See Young v. Katz* (5th Cir. 1971) 447 F.2d 431, 433-434.)

23 As noted above, continued litigation could have led to appeals on a number of issues. On
24 the other hand, the settlement that was reached provides to all Class Members – regardless of their
25 means – fair relief in a prompt and efficient manner. Were the Court to deny final approval, the
26 Class Members would be left without a remedy as a practical matter and courts across the State
27 would have to address the issues presented here in a piecemeal, costly, and time-consuming
28 manner. The settlement in this case is therefore consistent with the “overriding public interest in

1 settling and quieting litigation” that is “particularly true in class action suits.” (See *Van*
2 *Bronkhorst v. Safeco Corp.*, *supra*, 529 F.2d at 950 (footnote omitted); see also 4 Newberg at §
3 11.41.)

4 In the present case, had the case not settled, the case would have proceeded to trial with
5 potentially longer litigation for appeals.

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

7 Class Counsel support the settlement as fair, reasonable and adequate, and in the best
8 interest of the Class Members as a whole. (Choi Decl. ¶¶11-12; Lee Decl. ¶2; Hyun Decl. ¶ 7);
9 and Marder Decl. ¶¶2-4). Similarly, Counsel for Defendant is also in favor of this settlement.

10 The endorsement of qualified and well-informed counsel of a settlement as fair,
11 reasonable, and adequate is entitled to significant weight by the Court in its final approval
12 determination. (See *Officers for Justice v. Civil Serv. Comm’n*, *supra*, 688 F.2d at p. 625; *Ellis v.*
13 *Naval Air Rework Facility*, *supra*, 87 F.R.D. at p. 18; *Boyd v. Bechtel Corp.*, *supra*, 485 F.Supp.
14 at p. 617; *Linney v. Cellular Alaska P’ship*, *supra*, 151 F.3d at p. 1242.)

15 **6. Investigation, Mediation, and the Settlement Discussions Undertaken In This**
16 **Action Favor Final Approval**

17 Based on the data provided, Plaintiff believes that the class could have obtained damages
18 of approximately \$10,889,416 plus PAGA penalties. (Choi Decl. ¶ 10). Specifically, Plaintiff
19 estimates the following damages for each of the sub-classes as follows:

20 **a. Failure to Pay Regular/Overtime Wages**

21 Pursuant to California law, a plaintiff seeking wages for unpaid work time need only show
22 that they were under the “control” of the employer in order to be owed compensation, whether or
23 not the employee is actually required to work. *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575,
24 584 (2000) (“Under California law, it is only necessary that the worker be subject to the ‘control of
25 the employer’ in order to be entitled to compensation”). In other words, the employee does not
26 need to be actually “working” to be entitled to wages. Indeed, Judge Alsup specifically described
27 this distinction in the Frlekin summary judgment decision, stating the “California Supreme Court
28 has held that the two phrases – ‘subject to the control of an employer’ and ‘time the employee is

suffered or permitted to work’ — are ‘independent factors, each of which defines whether certain time spent is compensable as hours worked.’ See *Frlekin v. Apple Inc.*, 2015 U.S. Dist. LEXIS 151937, at *10 (N.D. Cal. July 16, 2015). As Judge Alsup further held, the “control theory of liability requires proving two elements. The first is that the employer restrains the employee’s action during the activity in question. The second is that the employee has no plausible way to avoid the activity; put differently, the activity must be mandatory and not optional at the discretion of the worker.” *Id.*

Plaintiff and Class Members were subjected to Defendant’s control when they were required to attend training courses and take exams. Nevertheless, they were not paid minimum, regular and/or overtime wages for such time, which is an undisputed violation of Labor Code §§ 510, 558, 1194, 1197, and 1197.1. Plaintiff’s counsel estimated the maximum exposure for underpaid wages amounts to \$53,204.50 based on 4 hours for attending training courses and taking exams. (Choi Decl. ¶ 10.a.).

b. Meal and Rest Break Premiums

Plaintiff alleged that Defendant failed to provide compliant meal periods. (Choi Decl. at ¶ 10.b.). Plaintiffs contended that meal breaks that were not provided within the first 5 hours of work, less than 30 minutes in length or a second meal break that was not provided for shifts over 10 hours were non-compliant. (*Id.*) For each such meal break, Plaintiffs assessed 1 hour of pay at the regular rate for meal break damages. (*Id.*) Based on the time records, Plaintiff estimated the maximum exposure for these individuals to amount to \$3,819,862. (*Id.*)

Plaintiff alleged that Defendant failed to provide compliant rest periods due to the work requirements, such as to respond to customer calls. Based on the violation rate utilized for meal periods, Plaintiff estimated the maximum exposure to amount to \$3,819,862. (*Id.*)

c. Unreimbursed Business Expenses

Plaintiff alleges that class members were not reimbursed for utilizing their own internet and cell phones to carry out their duties for Defendant. Defendant paid \$25 per pay period for a “Remote Stipend” that subsidized the costs of internet and cell phone expenses. (Choi Decl. ¶10.c.) However, Plaintiff believes that class members should have been paid at least \$50 per pay

1 period for using their own internet and cell phones. Based on the data produced, Plaintiff
2 estimated the maximum exposure at \$375,075. (*Id.*) The formula for Labor Code § 2802 penalties
3 was the number of total pay periods X \$25. (*Id.*)

4 **d. Derivative Labor Code Penalties**

5 Plaintiff alleged that Defendant failed to provide compliant wage statements because the
6 wage statements failed to identify the applicable rate of pay and hours for Commissions Overtime
7 wages. (Choi Decl. ¶10.d.) Based on the data produced, Plaintiff estimated the maximum exposure
8 at \$330,475.00. (*Id.*) The formula for Labor Code § 226 penalties for each class member is \$50
9 for the first pay period with a violation plus \$100 for each subsequent pay period with a maximum
10 of \$4,000.00. (*Id.*)

11 There were 399 terminated employees during the Class Period. For each of these
12 employees, Plaintiff estimated waiting time penalties pursuant to Labor Code § 203 to amount to
13 \$2,866,013. (*Id.*) The formula for waiting time penalties for each class member is their final rate
14 of pay X 8 hours X 30 days. (*Id.*)

15 Assuming 100% liability, the derivative PAGA penalties amounted to \$2,846,400.00 for
16 the claims alleged above. (*Id.*)

17 Plaintiff believes that he can prevail at trial and be awarded the entire amount of the
18 maximum exposure. (Choi Decl. ¶11). However, having tried wage and hours cases to trial,
19 Plaintiff's counsel believes there is also a possibility that the Court may find in favor of
20 SelectQuote and award nothing to Plaintiff based on SelectQuote's defenses. (*Id.*)

21 SelectQuote alleged that each class member signed an arbitration agreement that could
22 have been utilized to dismiss all of the Plaintiff's class claims. (*Id.*) Thus, there was a possibility
23 that the Court may have found in favor of SelectQuote and awarded nothing to the class. (*Id.*)

24 SelectQuote alleged that even if Plaintiff were to overcome the hurdle to maintain a class
25 action, that Plaintiffs' meal and rest break claims would not be certified because it maintained
26 compliant policies informing class members of their right to take meal or rest breaks. (*Id.*) Further,
27 SelectQuote asserted that many of the class members worked remotely during all or most of the
28 class period and had job duties that permitted them to take meal and rest breaks at their full

1 discretion and at times of their choice. Further, SelectQuote alleged that the training courses and
2 exams could have been taken while Plaintiff and class members were on the clock and therefore
3 would have been paid their wages, and SelectQuote did not have knowledge of any class members
4 completing training “off the clock”. SelectQuote further argued that \$25 per pay period for
5 business expense reimbursement was reasonable given that Plaintiff and class members utilized
6 their internet and cell phone for personal reasons. Moreover, even if Plaintiff prevailed on class
7 certification, Defendant contested the extent of liability. (*Id.*) For example, with respect to meal
8 and rest break penalties, although a meal break may not have been taken within the first 5 hour of a
9 shift, an employee could have chosen not to take the meal at within the first 5 hours due to
10 preference of taking a later meal break. (*Id.*) Likewise, with respect to waiting time penalties,
11 Defendant contended that it would not be subject to Section 203 penalties, based on a good faith
12 defense since its policy was compliant. (*Id.*) With respect to wage statement liability, Defendant
13 contended that liability under Section 226(e) would be subject to additional defenses requiring
14 proof of injuries resulting from knowing and intentional violations. (*Id.*) Moreover, there is a split
15 in authority as to Section 226(e) penalties and a recent decision held that an employer’s good faith
16 litigation of its affirmative defenses may preclude a finding of knowing and intentional conduct to
17 support 226 penalties. *Naranjo v. Spectrum Security Serv.*, 2023 Cal. App. Lexis 143 (Feb. 27,
18 2023). While Plaintiffs disagree with *Naranjo* and believe that *Furry v. East Bay Publishing, LLC*,
19 30 Cal. App. 5th 1072, 1085 (2018), and *Kao v. Holiday*, 12 Cal. App. 5th 947, 961-62 (2017),
20 which hold that an employer’s good faith belief is not a defense, this Court could have followed
21 *Naranjo*.

22 PAGA penalties are also subject to any good faith defenses that Defendant may raise. (Choi
23 Decl. ¶ 11). Moreover, PAGA penalties are discretionary and subject to reduction by this Court.
24 Pursuant to Labor Code § 2699(f)(2), the Court can decline to award the full amount of PAGA
25 penalties where “...if, based on the facts and circumstances of the particular case, to do otherwise,
26 would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Indeed, courts
27 have affirmed the reduction of PAGA penalties in the past. As shown in *Carrington v. Starbucks*
28 *Corp.*, 30 Cal. App. 5th 504, 517 (2018), the Court of Appeal affirmed the trial court’s reduction of

1 PAGA penalties by 90 percent, citing the employer's good faith attempt at complying with the law.
2 Defendant argued that based on their compliant policies, that the Court would not be inclined to
3 impose maximum PAGA penalties based on their compliant policies and good faith attempt to pay
4 out any premiums that were due to class members. (Choi Decl. ¶11).

5 While the Parties disagree on the application of the law to the facts, each Party recognized
6 in negotiations that, if taken to trial, the other Party would at least have reasonable arguments, such
7 that the Gross Settlement Amount to which the Parties ultimately agreed was reasonable. (Choi
8 Decl. ¶¶ 11).

9 The total maximum exposure for class claims amounts to approximately \$10,889,416.
10 (Choi Decl. ¶ 11). If Defendant's arbitration agreement were enforced, the court could award
11 nothing for the class claims. (*Id.*) The total PAGA Penalties amounted to \$2,846,400. (*Id.*)
12 However, if the Court were to reduce the PAGA penalties by 90% similar to *Carrington*, the
13 PAGA penalties exposure would amount to approximately \$284,640. (*Id.*) Based on the
14 foregoing, total settlement amount would be more than the potential award that could be achieved
15 at trial. (*Id.*) If the class claims were not dismissed, Plaintiff believes that the court could award
16 the full amount of damages for the unpaid wage claim in the amount of \$53,204.50. (*Id.*) For the
17 meal break claim, although Plaintiff would be entitled to a presumption that meal breaks were not
18 provided if the individual's time records do not reflect one, there would still be at least a 50% risk
19 factor given that some class members may testify that they chose to take their meal breaks late or
20 for less than 30 minutes which would yield a realistic value of the meal break claim at
21 \$1,909,930.86. (*Id.*) With respect to rest break claims, there are no documents that could support
22 Plaintiff's claims and therefore, applying a 75% risk factor would yield a realistic value at
23 \$954,965.43. (*Id.*) Given the split of authority for Labor Code §226 defenses, the applying a 50%
24 risk factor would yield a realistic value at \$165,237.65. (*Id.*) For waiting time penalties and
25 business reimbursement expenses, applying a 50% risk factor would yield a realistic value at
26 \$1,433,006.50 and \$187,537.50 respectively. (*Id.*) The total realistic class and PAGA penalties
27 amounts to \$4,988,522. (*Id.*) The total settlement amount is approximately 9.52% of the maximum
28 potential penalties and well within the reasonable range of settlement for class action cases. (*Id.*)

As detailed above, each of the factors counsel strongly in favor of final approval of the Settlement by this Court.

IV. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT SHOULD BE APPROVED (CMO#1 (H)(2))

Class Representative Travis Thompson requests an enhancement of \$7,500.00. Plaintiff's declaration sets forth the information required in the Court's CMO #1 (H)(2).

As shown in the supporting declaration, Plaintiff has not previously been a named plaintiff in any other class action cases. (Thompson Decl. ¶ 6). Plaintiff understood that the filing of this action was a matter of public action and this was being prosecuted on a representative basis. (*Id.* ¶ 8). Plaintiff further understood that a representative action would take longer in litigation than an individual action and undertook such risks. (*Id.*) Plaintiff did not incur any expenses, but has expended a significant amount of time on this matter. (*Id.*) Plaintiff spent approximately 40 hours discussing this matter with Counsel on a number of occasions to discuss the case with his counsel, including providing substantive information regarding Defendant's practices, and providing documents related to his own claims and the claims of the Class. (*Id.* ¶ 10). Mr. Thompson did not receive any other benefits, other than being a class member and the enhancement that he is seeking. (*Id.* at ¶ 9). Plaintiff expects to receive as a class member \$94.43. (*Id.* at ¶ 12)

Further, Plaintiff will be providing a general release of his individual claims, something that the Settlement Class Members did not have to do. (*Id.* at ¶ 11).

As stated above, Plaintiff believes that he satisfies all of the factors to justify his enhancement request for \$7,500.00. Further, there have been no objections to Plaintiff's enhancement requests by the class members. Thus, Plaintiff believes that his enhancement request is fair and reasonable.

V. THE REQUESTED ATTORNEYS' FEES AND COSTS SHOULD BE APPROVED (CMO #1 (H)(3) & (4))

A. CLASS COUNSEL SEEK A PERCENTAGE FEE AWARD UNDER WELL ESTABLISHED CASE LAW

Class Counsel seeks a fee award calculated as one-third (1/3) of the total value of the

1 Settlement for the successful prosecution and resolution of this action. In 2016, the California
2 Supreme Court issued its ruling regarding the award of attorney's fees in wage and hour class
3 action settlements. Under California law, the award of attorneys' fees in common fund wage and
4 hour class action settlements should start with the percentage method. *See Laffitte v. Robert Half*
5 *Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state courts
6 in holding that when class action litigation establishes a monetary fund for the benefit of the class
7 members, and the trial court in its equitable powers awards class counsel a fee out of that fund,
8 the court may determine the amount of a reasonable fee by choosing an appropriate percentage of
9 the fund created."). Under the percentage of the fund method, the Court's objective remains to
10 "mimic the market" in fixing a reasonable fee. *See Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir.
11 1998) (J. Posner) ("When a fee is set by a court rather than by contract, the object is to set it at a
12 level that will approximate what the market will set... The judge, in other words, is trying to
13 mimic the market in legal services.").

14 The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3 percent
15 of the fund. *Laffitte*, 1 Cal. 5th at 506. And this was based on a lodestar amount that required a
16 multiplier of 2.13. *Id.* at 487. As the Court held, only when the multiplier is "extraordinarily high
17 or low [should] the trial court [] consider whether the percentage method should be adjusted so as
18 to bring the imputed multiplier within a justifiable range." *Id.* at 505.

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

1 that fees representing one-third of the total recovery is consistent with market rates).

2 The results delivered by Plaintiff's Counsel also support the requested percentage of the
3 fund. Here, Plaintiff and his counsel secured a \$520,267.50 common fund settlement.

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

11 Here, it is clear that a common fund of \$520,267.50 has been created. For Class Counsel,
12 the fees here were wholly contingent in nature and the case presented far more risk than the usual
13 contingent fee case. Among the risks was the cost inherent in class action litigation, as well as a
14 potentially drawn-out battle with a defendant that has retained premier defense counsel.

15 **B. CLASS COUNSEL'S LODESTAR CROSS-CHECK SUPPORTS GRANTING THE**
16 **ATTORNEY'S FEES REQUESTED**

17 As a secondary backup support for the percentage of the fund method, when fees are
18 allocated by percentage method, courts have discretion to "cross-check" the fees awarded through
19 the lodestar method. However, the *Laffitte* Court "emphasize[d] [that] the lodestar calculation,
20 when used in this manner, does not override the trial court's primary determination of the fee as a
21 percentage of the common fund and thus does not impose an absolute maximum or minimum on
22 the potential fee award." *Laffitte*, 1 Cal. 5th at 505 (emphasis added).

23 The Supreme Court in *Laffitte* stated: "If the multiplier calculated by means of a lodestar
24 cross-check is extraordinarily high or low, the trial court should consider whether the percentage
25 used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the
26 court is not necessarily required to make such an adjustment." *Id.* (emphasis added). Thus, a
27 lodestar cross-check is aimed at astronomical multipliers. Indeed, cross-checks are not required; in
28 many cases, performing a cross-check "undermines" one of the primary reasons for using the

percentage method: aligning counsel’s incentives with the benefits delivered to the class and discouraging protracted litigation. *Id.* at 506 (finding trial courts “retain the discretion to forgo a lodestar cross-check”); *Report of the Third Circuit Task Force, Court Awarded Attorney Fees* 108 F.R.D. 237, 258 (1985); *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 29–30 (citing the recommendations of the Third Circuit Task Force with approval and observing that “[t]he criticisms of the lodestar approach set forth in this Report are now echoed by many authorities, who have been most vocal about the manner in which it exacerbates the problem of ‘cheap settlements’ and burdens already overworked trial judge.”).

Class Counsel’s lodestar is more than the fees being sought. To date, over 295.30 hours have been expended by Class Counsel in this. (Choi Decl. at ¶16, Ex. A; Lee Decl. at ¶4; Hyun Decl. ¶ 9, Ex. A; Marder Decl. ¶16, Ex. A). Moreover, Class Counsel expects to incur approximately 40 additional hours of attorney time in finalizing this settlement. (Choi Decl. at ¶16, Ex. A; Lee Decl. at ¶5; Hyun Decl. ¶ 9, Ex. A; Marder Decl. ¶16, Ex. A). Class Counsel request an hourly rate of \$850.00 per hour (which has been previously approved by other courts. (Choi Decl. at ¶18; Lee Decl. at ¶6; Hyun Decl. ¶ 11; Marder Decl. ¶16).

Further, 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). Further, the fee award should include fees incurred to establish and defend the attorneys’ fee claim. *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982) [*Serrano IV*]. Thus, Class Counsel requests that the court find that these hours were reasonable in this litigation.

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 rate. 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 and have been previously certified as class counsel by numerous courts. (Choi Decl. at ¶14; Lee Decl. at ¶¶7-8; Hyun Decl. ¶¶ 3-6). Based on the hours and applicable rate, the total lodestar to be expended by Class Counsel through finalizing this settlement will be approximately \$285,005.00 is a **negative 1.80** lodestar multiplier. As set forth above, in *Lafitte*, after finding that "2 to 4" is a reasonable range for multipliers on a cross-check. *Laffitte*, 23l Cal. App. 4th at 881-82. Thus, Plaintiff's **negative 1.80** multiplier further supports Plaintiff's request for 1/3 of the common fund.

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 reasonable, Class Counsel's request for attorneys' fees in the amount of \$173,422.51 is fair, reasonable, and adequate.

Plaintiff's Counsel will be splitting the approved fees as follows: 21 2/3% to Diversity Law Group; 21 2/3% to Hyun Legal, APC; 21 2/3% to the Law Offices of Choi & Associates and 35% to the Polaris Law Group, which the Plaintiff has previously authorized in writing. (Choi Decl. ¶17; Lee Decl. ¶10; Hyun Decl. ¶8; Marder Decl. ¶15; Thompson Decl. ¶ 13).

VI. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

In addition to Class Counsel's lodestar, Class Counsel has also expended \$9,112.31 in litigation related costs, which have been detailed in the supporting declarations of Class Counsel. (Choi Decl. ¶ 18; Lee Decl. at ¶ 9). The authority for the Court to award costs is the parties'

1 Settlement Agreement and Labor Code §§226(e), 1194 and 2699(g)(1). Further, pursuant to the
2 Settlement Agreement, Defendant has agreed not to oppose any request for reimbursement of
3 costs up to \$30,000.00. Class counsel's requests costs are substantially less than the agreed upon
4 \$30,000.00. Thus, the cost request of \$9,112.31 should be approved.

5 **VII. THE SETTLEMENT ADMINISTRATOR'S FEES AND COSTS SHOULD BE**
6 **APPROVED (CMO#1 (H)(5))**

7 Pursuant to the terms of the Settlement Agreement, the fees and costs of the Settlement
8 Administrator, are to be paid out of the class settlement funds. As shown on the Admin
9 Declaration, the settlement administration fees are based on a flat sum amount of \$10,500.00.
10 (Admin Decl. ¶ 17, Ex. C). The settlement administrator was selected by the Parties to provide
11 notice of settlement and administration duties in this action. To date, the Settlement
12 Administrator has spent time (i) preparing, printing, and mailing the *Notice of Proposed Class*
13 *Action Settlement, Request for Exclusion Form, and Objection Form* (herein referred to
14 collectively as the "Notice Packet"), including conducting skip-traces on undeliverable Notice
15 Packets; (ii) responding to inquiries from Class Members; (iii) determining the validity of opt-
16 outs; and (iv) providing weekly reports. (*Id.* at ¶2). After the final approval, PSA will be (i)
17 calculating the Net Settlement Amount and the Individual Settlement payments; (ii) issuing the
18 Individual Settlement Payment checks and distributing them to Participating Class Members; and
19 (iii) issuing the payment to Class Counsel for attorneys' fees and costs, the Enhancement check to
20 Named Plaintiff, payment to the LWDA. PSA will mail the Individual Settlement payments in an
21 envelope that bears the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS
22 ENCLOSED". After 180 days of issuing the notice, PSA will provide a compliance report and
23 declaration regarding the total amount of uncashed checks and further distribute the uncashed
24 funds consistent with the Settlement Agreement. All of these duties are included in the agreed-
25 upon flat fee of \$10,500.00. (*Id.*) For such reasons, it is requested that the Settlement
26 Administrator's fees be approved.

27 **VIII. LWDA HAS BEEN PROVIDED WITH NOTICE OF THIS HEARING**

28 Plaintiff provided notice to the LWDA by uploading a copy of this Motion and proposed

Order. (Choi Decl. ¶19).

IX. CONCLUSION

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

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

1. Granting final approval to the proposed Settlement Agreement and release in this action;

2. Approving distribution of the settlement funds to the class members pursuant to the terms of the Settlement Agreement;

3. Approving Plaintiff's request for an award of the class representative enhancement of \$7,500.00 to Travis Thompson with payment pursuant to the terms of the Settlement Agreement;

4. Approving attorneys' fees in the amount of \$173,422.51 that will be paid as follows: (1) Diversity Law Group, P.C. in the amount of \$37,574.88; (2) Law Offices of Choi & Associates in the amount of \$37,574.88; (3) Hyun Legal, P.C. in the amount of \$37,574.88; and (4) Polaris Law Group, P.C. in the amount of \$60,697.87.

5. Approving attorneys' costs in the amount of \$9,112.31 to Class Counsel that will be paid as follows: (1) Diversity Law Group, P.C. in the amount of \$5,064.90; (2) Law Offices of Choi & Associates in the amount of \$4,047.41;

6. Approving Plaintiff's request for payment of the settlement administration costs to Phoenix Settlement Administrators in the amount of \$10,500.00 with payment pursuant to the terms of the Settlement Agreement;

7. Approving that the funds from any checks returned as undeliverable, and any checks not negotiated within 180 days, shall be transmitted to the California State Controller's office in the name of the class member.

8. Setting a non-appearance compliance hearing on October 28, 2024 with a deadline

1 to file a compliance declaration on or before October 21, 2024; and

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

3
4 RESPECTFULLY SUBMITTED,

5
6 DATED: January 4, 2024

LAW OFFICES OF CHOI & ASSOCIATES

7
8 By: 
9 Edward W. Choi
Attorneys for Plaintiff and the Class