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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

LATOYIA KIMII BROWN, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

HP HOOD LLC, a Delaware limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 34-2022-00315068-CU-OE-GDS

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

Date: January 3, 2025
Time: 9:00 a.m.
Dept.: 22

Action Filed: February 4, 2022
Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on January 3, 2025, at 9:00 a.m., or as soon thereafter as
the matter may be heard, before the Honorable Lauri A. Damrell, in Department 22 of the above
referenced Court located at 720 Ninth Street, Sacramento, CA 95814, Plaintiff Latoyia Kimii
Brown ("Plaintiff") will and hereby does move the Court for an Order:

(1) granting final approval to the Joint Stipulation of Class and PAGA Settlement and
the amendments thereto ("Agreement" or "Settlement") in this action;

(2) approving distribution of the settlement funds to the Class Members pursuant to
the terms of the Agreement;

1 (3) approving Plaintiff's request for an Enhancement Award of \$10,000.00 to
2 Plaintiff pursuant to the terms of the Agreement;

3 (4) approving Plaintiff's request for an award to Class Counsel in the amount of
4 \$163,260.00 for attorneys' fees and reimbursement of actual costs in the amount of \$12,091.18
5 pursuant to the terms of the Agreement;

6 (5) approving Plaintiff's request for payment of the Administration Expenses to CPT
7 Group, Inc. in the amount of \$10,000.00 with payment pursuant to the terms of the Agreement;
8 and

9 (6) entering final judgment as to all members of the Participating Class in this action.

10 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
11 provides for court approval of the settlement of a class action and authorizes the Court to grant
12 final certification of a class for settlement purposes. In light of the overwhelmingly positive
13 response, as shown by the lack of Objections and Requests for Exclusion, there is no question
14 that the settlement is fair, reasonable, and adequate, and thus should be granted final approval.

15 This Motion will be based on the attached Memorandum of Points and Authorities, the
16 supporting Declarations of Larry W. Lee, Christine S. Lee, Latoyia Kimii Brown, and Veronica
17 Olivares of CPT Group, Inc., the oral arguments of counsel (should there be any), and on the
18 complete records and file herein.

19 Pursuant to Local Rule 1.06(A), the court will make a tentative ruling on the merits of
20 this matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative
21 ruling may be downloaded off the court's website. If the party does not have online access, they
22 may call the dedicated phone number for the department as referenced in the local telephone
23 directory between the hours of 2:00 p.m. and 4:00 p.m. the court day before the hearing, no
24 hearing will be held.

1 DATED: December 6, 2024

DIVERSITY LAW GROUP, P.C.

2
3 By: 

Larry W. Lee

Christine S. Lee

4 Attorneys for Plaintiff, the Class, and the
5 Aggrieved Employees
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1 **I. INTRODUCTION**

2 On June 14, 2022, Plaintiff Latoyia Kimii Brown (“Plaintiff”) filed a First Amended
3 Complaint (“FAC”) against Defendant HP Hood LLC (“Defendant”) (Plaintiff and Defendant
4 are collectively referred to as “Parties”) in this Action, alleging the following causes of action:
5 (1) violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (2) violation of
6 Labor Code § 2802; (3) violation of Labor Code §§ 226.7 and 512; (4) violation of Labor Code §
7 226(a); (5) violation of Business and Professions Code § 17200, *et seq.*; and (6) violation of the
8 Private Attorneys General Act (“PAGA”). Plaintiff seeks damages, penalties, attorneys’ fees, and
9 costs.

10 Plaintiff now seeks the Court’s final approval of the Joint Stipulation of Class and PAGA
11 Settlement and the amendments thereto (“Agreement” or “Settlement”). The Agreement provides
12 for a \$489,780.00 **non-reversionary** fund to be created for the benefit of the Class, from which
13 attorneys’ fees, litigation costs, Enhancement Awards to the Plaintiff, employer payroll taxes,
14 and costs of settlement administration are to be paid. After these deductions are made, the entire
15 net settlement fund will be paid to all Class Members who did not opt-out of the settlement
16 (“Participating Class Members”).

17 The history of this litigation was previously detailed in Plaintiff’s Motion for Preliminary
18 Approval of Class Action Settlement and Supplemental Brief. This Court preliminarily approved
19 this settlement on July 19, 2024, directing distribution of Class Notice and scheduling the
20 hearing for final approval of settlement (the “Preliminary Approval Order”).

21 As directed by the Court, the Settlement Administrator distributed the Notice of Class
22 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) to 405 Class
23 Members. Declaration of Veronica Olivares With Respect to Notification and Settlement
24 Administration (“Admin. Decl.”) ¶ 5. The deadline for Class Members to submit Requests for
25 Exclusion, file Objections, or submit a dispute was October 28, 2024. Admin. Decl. ¶ 7. Thus
26 far, zero (0) Requests for Exclusion, zero (0) Objections, and one (1) workweek dispute have
27 been received. *Id.* ¶¶ 10-12. As such, there is a 100% participation rate by Class Members. Thus,
28 an inference can be made that the Class supports the Court’s Preliminary Approval Order finding

1 that the Agreement is fair and reasonable.

2 In sum, in light of the settlement administration process and the results thereof, the lack
3 of any opt-outs, and the amount of class funds being paid out to the Class Members, the Court
4 should confirm its preliminary approval as this process supports the Court's initial finding that
5 the settlement is fair and reasonable.

6 In addition to the results of the notice process, for the same reasons as set forth earlier in
7 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, the following represent
8 the basic points previously covered that support approval of the settlement:

- 9 ▪ The settlement provides a total settlement sum of \$489,780.00, which is **non-**
10 **reversionary**;
- 11 ▪ The settlement is fair given that Class Members will receive (*after deductions for*
12 *fees, costs, etc.*) on average, approximately \$628.22 per person (*See Admin. Decl.*
13 ¶ 14). The highest Individual Class Award to be paid is approximately \$1,199.61
14 (*Id.*);
- 15 ▪ The average Individual PAGA Award to be paid is approximately \$26.95, and the
16 highest Individual PAGA Award to be paid is approximately \$35.99 (*See Admin.*
17 Decl. ¶ 15);
- 18 ▪ Class Members did not need to submit claim forms to participate in the
19 settlement, but are being paid automatically;
- 20 ▪ The allocation reflects that payment of claims will be paid to all Class Members
21 on a pro-rata basis, based on the number of Workweeks each Class Member
22 worked during the Class Period;
- 23 ▪ Plaintiff investigated the claims at issue, including exchanges of information by
24 Plaintiff and Defendant of class data for the entire class necessary for Plaintiff to
25 fully evaluate this case;
- 26 ▪ A highly regarded administrator, CPT Group, Inc. ("CPT"), was retained for fees
27 of \$10,000.00; and

28 Accordingly, the Court should grant Final Approval consistent with the Preliminary

Approval Order.

II. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE SETTLEMENT

The notice procedures required by the Preliminary Approval Order have been followed and satisfy all due process rights of Class Members. The Preliminary Approval Order contemplated that the Class Notice be sent to all Class Members by first class mail, as specified in the settlement. Further, the Preliminary Approval Order contemplated that CPT would serve as the Settlement Administrator.

As stated in the Declaration of Veronica Olivares, notice was provided to all Class Members as required by the Preliminary Approval Order. Admin. Decl. ¶¶ 7-9. On August 7, 2024, the Settlement Administrator received a Class Member mailing list from Defendant's counsel that included 405 Class Members. *Id.* ¶ 5.

On August 27, 2024, the Settlement Administrator sent each Class Member a Class Notice via first class mail. *Id.* ¶ 7. From the date of mailing, fourteen (14) Class Notices were returned. *Id.* ¶ 8. As of the date of this declaration, eleven (11) Class Notices are considered undeliverable. *Id.* ¶ 9. Further, the Class Notice provided Class Members with Class Counsel's contact information and information about how they could seek further information regarding the settlement, leave questions for the Settlement Administrator, and update their mailing address. *Id.* ¶ 4, Ex. A.

The provision of sending the Class Notice to Class Members as described above meets the requirements for the "best notice practicable" in this case as necessary to protect the due process rights of class members. *See, e.g., 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

1 their objections”).

2 Here, the Class Members were sent a mailing regarding the settlement that satisfies due
3 process rights. The mailing described the litigation, provided an explanation of the terms of the
4 settlement, explained Class Members’ rights, allowed Class Members to seek additional
5 information with Class Counsel contact information, and explained ways for Class Members to
6 opt out or object, if so desired. As such, this constitutes proper notice to the Class Members.

7 Accordingly, the Court may proceed to determine the fairness and adequacy of the
8 settlement and enter its Order granting final approval, secure in the knowledge that all absent
9 Class Members have been given the opportunity to participate fully in the claims, exclusion, and
10 the approval process.

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

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

14 In order to proceed as a class, there are two requirements which must be met –
15 ascertainability and community of interest. *See Daar v. Yellow Cab Co.*, 67 Cal. 2d 695, 704
16 (1967). Under California law, there are two basic requirements which must exist to sustain a
17 class action: “[t]he first is existence of an ascertainable class, and the second is a well-defined
18 community of interest in the questions of law and fact involved.” *Vasquez v. Superior Court*, 4
19 Cal. 3d 800, 809 (1971). “The community of interest requirement embodies three factors: (1)
20 predominant common questions of law or fact; (2) class representatives with claims or defenses
21 typical of the class; and (3) class representatives who can adequately represent the class.”
22 *Richmond v. Dart Industries*, 29 Cal. 3d 462, 470 (1981).

23 **1. The Class is Ascertainable**

24 Whether a class is “ascertainable” within the meaning of Code of Civil Procedure § 382
25 is determined by examining “(1) class definition, (2) the size of the class, and (3) the means
26 available for identifying the class members.” *Reyes v. San Diego County Board of Supervisors*,
27 196 Cal. App. 3d 1263, 1271 (1987).

28 Here, the Class is defined as: “all RROP Class and COVID Class Members” (the

“Class”). The RROP Class is defined as “all current and former hourly or nonexempt employees of Defendant who worked in the State of California who earned non-discretionary remuneration and meal and/or rest period premium pay during the same workweek at any time from February 4, 2018 through August 29, 2022.” The COVID Class is defined as “all current and former hourly or non-exempt employees of Defendant who worked in the State of California at any time from January 31, 2021 through April 10, 2022.” There are 405 individuals that comprise of the Class. Admin. Decl. ¶ 5. This is far 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, supra*, 196 Cal. App. 3d at pp. 1274-75. Class Members have already been identified by Defendant and notice has been provided to all of the Class Members. Accordingly, the Class is ascertainable under Code of Civil Procedure § 382.

2. There is a Community of Interest

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

a. There are Predominant Common Questions of Law and Fact

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

Plaintiff alleges that Defendant, as a matter of its corporate policy, practice, or procedure, violated the Labor Code by failing to pay minimum, regular, and overtime wages for all hours worked, failing to reimburse business expenses, failing to pay meal and rest period premium pay at the regular rate of pay, failing to provide accurate itemized wage statements, and engaging in unfair business practices. However, through informal discovery and exchange of documents, it was discovered that Defendant initially paid employees 15 minutes of time to undergo COVID

1 screening procedures after conducting a time study to assess the amount of time individuals
2 might spend waiting for and getting through temperature check procedures. As the amount of
3 time needed for temperature checks decreased, Defendant paid employees 5 minutes after
4 conducting another time study and implementing a more efficient health screening system.
5 Further, Defendant argued that it did not willfully fail to pay wages upon separation of
6 employment and acted in good faith by retroactively paying regular rate of pay adjustments, thus
7 precluding penalties. Defendant also argued that any alleged wage statement violation was not
8 knowing and intentional, and as such, penalties would not be recoverable.

9 **b. Plaintiff's Claims are Typical of the Class Claims**

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

18 Here, Plaintiff was subjected to the same policies and practices as other Class Members.
19 Plaintiff was employed by Defendant as a non-exempt employee. Plaintiff alleges that she, like
20 other Class Members, was required to undergo daily COVID-19 screening procedures prior to
21 starting her shift. Plaintiff alleges that she was not paid for the time spent undergoing these
22 screenings. Declaration of Latoyia Kimii Brown ("Brown Decl.") ¶ 3. Plaintiff also alleges that
23 she was not paid meal and/or rest break premium pay at the correct regular rate of pay, was not
24 reimbursed for the costs of using her personal cell phone for work purposes, was not paid all
25 wages owed upon separation of employment, and was not provided compliant wage statements.
26 *Id.* ¶¶ 3-6. Specifically, Plaintiff alleges that she received wage statements that did not accurately
27 identify the number of hours worked, total hours worked, hourly rates of pay for meal and rest
28 break premiums, and gross and net wages earned due to the underpayment of wages. *Id.* ¶ 5.

Thus, Plaintiff's claims are typical to those of Class Members.

c. Plaintiff Adequately Represented the Class

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

Here, Plaintiff does not have any interests adverse to the Class, nor have any such issues been raised or presented. Brown Decl. ¶ 8. Plaintiff has taken all necessary steps to represent the interests of the Class, including providing information and documents to her counsel. *Id.* ¶ 7. For such reasons, Plaintiff has adequately represented the Class Members and will continue to do so.

B. Defendant's Allegations and Chances of Class Certification

Defendant asserts a number of defenses including that Defendant maintained facially compliant written policies with regard to COVID temperature checks, meal and rest breaks, reimbursement of business expenses, and payment of wages.

With respect to Plaintiff's claim for unpaid wages, through informal discovery and exchange of documents, it was discovered that Defendant initially paid employees 15 minutes of time to undergo COVID screening procedures after conducting a time study to assess the amount of time individuals might spend waiting for and getting through the temperature check procedures. As the amount of time needed for temperature checks decreased, Defendant paid employees 5 minutes after conducting another time study and implementing a more efficient health screening system.

With respect to Plaintiff's regular rate claim related to the unpaid meal and rest period premiums, Defendant estimated it paid approximately 1551 premiums through March 2022. The vast majority of the meal and rest premiums were paid at the correct regular rate of pay because many employees did not earn any non-discretionary wages in the same pay period they were paid meal and rest break premiums. Through its own payroll records, Defendant identified the difference of the hourly rate of pay as an average hourly rate of \$13.41, and approximately 294 payments were underpaid.

With respect to Plaintiff's claim for waiting time penalties, Plaintiff estimated the

1 maximum exposure on this claim was approximately \$932,428.80, which was calculated based
2 on 106 former employees who were subjected to daily COVID checks and 66 former employees
3 who were underpaid meal and rest break premiums, whose average rate of pay was \$27.36.
4 Accounting for the overlap between the two Classes, the total number of unique former
5 employees was 142.

6 To succeed on this claim, Plaintiff would have to defeat Defendant's argument that its
7 alleged failure to pay any wages was subject to a "good faith" defense. *See Hill v. Walmart Inc.*,
8 32 F.4th 811, 823 (9th Cir. 2022) (holding that defendant presented good faith dispute precluding
9 imposition of Section 203 penalties even where trial court denied employer's motion for
10 summary judgment on same issue). Defendant argued that it did not willfully fail to pay wages
11 upon separation, and acted in good faith by retroactively paying regular rate of pay adjustments,
12 thus precluding penalties.

13 With respect to Plaintiff's claim for violation of Labor Code § 226, Defendant argued
14 that no wage statement penalties were recoverable because of its reasonable and good faith belief
15 it complied with wage statement requirements and that any alleged wage statement was not
16 "knowing and intentional." *See Naranjo v. Spectrum Sec. Servs., Inc.*, No. S279397, 2024 WL
17 1979980, at *18 (Cal. May 6, 2024).

18 With respect to potential liability of Plaintiff's PAGA claims, Defendant argued that that
19 PAGA penalties may not be stacked and that courts regularly exercise their discretion to award a
20 lesser amount than the maximum as expressly permitted under Labor Code 2699(e)(2). *Id.* In
21 light of those arguments and based upon a 90% reduction of the maximum PAGA penalty
22 amount in *Carrington v. Starbucks Corp.*, Plaintiff's assessment of the realistic value of
23 Plaintiff's PAGA claims is \$663,140.00. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504
24 (2018).

25 In any event, even assuming that a class could be certified, Defendant asserts that it has
26 complied with all laws. Based thereon, Defendant continues to maintain that it is not liable for
27 the allegations made by the Plaintiff.

28 //

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

2 Plaintiff believes that a class can be certified. However, Plaintiff also believes in the
3 fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff
4 involved in not prevailing on one or more of the causes of action or theories alleged in the
5 operative Complaint at trial, the possibility of non-certification, the possibility that the Court
6 may award only a small percentage of PAGA penalties, and the potential for any appeals. These
7 risks of class certification are compounded by the California Supreme Court’s holding in *Duran*
8 *v. U.S. Bank Nat’l Ass’n*, 59 Cal. 4th 1 (2014).

9 Defendant has maintained that there is no liability. As stated above, Defendant alleges
10 that a class could not have been certified. There is always a risk that the court will not grant
11 certification of the class, wherein the class will not be entitled to any damages. Based on the
12 foregoing, there was a substantial risk that Plaintiff would not have obtained the total amount of
13 damages and/or penalties alleged, and a substantial amount of complex issues that would have
14 necessitated significant expenditure of time and expenses. Therefore, the risks, expenses, and
15 complexity of further litigation warrant granting of this Motion.

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

19 Without reiterating the Parties’ showing that the Agreement and the negotiation process
20 that led up to it was fair and adequate, as set forth in detail in the Motion for Preliminary
21 Approval of Class Action Settlement and the Supplemental Brief thereto. The settlement was the
22 product of negotiation between highly able and experienced attorneys on both sides who
23 possessed the relevant data and legal research which they had carefully analyzed. Declaration of
Christine S. Lee (“C. Lee Decl.”) ¶ 4.

24 Further, the results after mailing of the Class Notice also fully support confirmation of
25 the Court’s preliminary approval of the settlement, as evidenced by the 100% participation rate.
26 In other words, zero (0) Objections and zero (0) Requests for Exclusion were submitted. Admin.
27 Decl. ¶¶ 10, 12. In light of overwhelmingly positive response to the settlement, the Court may
28 appropriately infer that the settlement is fair, adequate, and reasonable, when among other

1 reasons, no Class Members have opted out or objected to it. *See, e.g., Jasper v. C.R. England,*
2 *Inc.*, 2:08-cv-05266 (C.D. Cal. Nov. 3, 2014) (granting final approval where 2% of the class
3 objected); *Wren v. RGIS Inventory Specialists*, 2011 WL 1230826, at *11 (N.D. Cal. Apr. 1,
4 2011) (finding that “minimal number of objections” strongly supported settlement approval
5 where 16 class members out of approximately 62,594 (0.02% of 1/5th of 1.0%) filed objections);
6 *see also Carter v. City of Los Angeles*, 224 Cal. App. 4th 808, 820 (2014), *citing Dunk v. Ford*
7 *Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996) (finding that settlement terms to be presumably
8 fair when there is a low percentage of objectors.); *see also Churchill Village LLC v. Gen. Elec.*,
9 361 F.3d 566, 577 (9th Cir. 2004) (affirming order approving settlement with 45 objections out
10 of 90,000 notices sent).

11 Given the overwhelming approval of the settlement by Class Members, the Court should
12 finally approve the settlement.

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

15 **1. Standard of Review**

16 On a motion for final approval of a class action settlement under California Code of Civil
17 Procedure § 382 and California Rules of Court, Rule 3.769, a court’s inquiry at this juncture is
18 whether the settlement is “fair, adequate and reasonable.” *Officers for Justice v. Civil Serv.*
19 *Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982), *cert. denied subnom., Byrd v. Civil Serv. Comm’n*,
20 459 U.S. 1217 (1983). A settlement is fair, adequate, and reasonable, and therefore merits final
21 approval, when “the interests of the class are better served by the settlement than by further
22 litigation.” *See Manual for Complex Litigation, Fourth* § 21.6 at p. 309 (Fed. Jud. Ctr., 4th ed.
23 2004) (“MCL”). The law favors settlement, particularly in class actions and other complex cases,
24 where substantial resources can be conserved by avoiding the time, cost, and rigors of formal
25 litigation. *See Alba Conte & Herbert B. Newberg, 4 Newberg on Class Actions* § 11.41 (4th ed.
26 2008); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992); *Van Bronkhorst v.*
27 *Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976).

28 Although the court possesses “broad discretion” in determining that a proposed class

1 action settlement is fair, the court’s role must be limited to the extent necessary to reach a
2 reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion
3 between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and
4 adequate to all concerned parties. *See Officers for Justice, supra*, 688 F.2d at p. 625.
5 Accordingly, the court should give due regard to what is otherwise a “private consensual
6 agreement” between the parties. *Id.*; *see also Church v. Consolidated Freightways, Inc.*, 1993
7 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 720 F. Supp. 1379
8 (D. Ariz. 1989); *MCL* § 21.6 at p. 309 (“The judicial role in reviewing a proposed settlement is
9 critical, but limited to approving the proposed settlement, disapproving it, or imposing conditions
10 on it. The judge cannot rewrite the agreement.”).

11 A court’s approval of a class action settlement will only be reversed for a clear abuse of
12 discretion. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *Officers for*
13 *Justice, supra*, 688 F.2d at p. 626 (reversal of class settlement “only upon a strong showing that
14 the district court’s decision was a clear abuse of discretion”); *City of Seattle, supra*, 955 F.2d at
15 p. 1276; *Ackerman v. Kassar*, 1993 WL 326453 (9th Cir. 1993); *Linney v. Cellular Alaska*
16 *P’ship*, 151 F.3d 1234, 1238 (9th Cir. 1998).

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

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

24 **2. The Settlement is Presumed to Be Fair**

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

27 [A] presumption of fairness exists where: (1) the settlement is reached through
28 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow
counsel and the court to act intelligently; (3) counsel is experienced in similar

litigation; and (4) the percentage of objectors is small.
Dunk, 48 Cal. App. 4th at p. 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at p. 1146; *accord*, *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980); *In re Wash. Pub Power Supply*, *supra*, 720 F. Supp. at p. 1387.

The settlement here warrants approval and carries a presumption of fairness. As previously noted in the Motion for Preliminary Approval, this settlement was negotiated at arm's length between the Parties and their counsel. C. Lee Decl. ¶ 5.

Second, Class Counsel engaged in extensive factual investigation before settling, including conducting significant meet and confer discussions with opposing counsel to obtain informal data and to discuss the merits of the claims on behalf of the Class. C. Lee Decl. ¶ 6. Further, Class Counsel is highly experienced in this type of litigation. As shown in the supporting declarations, Class Counsel has significant experience in class actions and employment wage and hour matters. C. Lee Decl. ¶¶ 7-9; Declaration of Larry W. Lee ("L. Lee Decl.") ¶¶ 7-9.

3. 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 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 Plaintiff pursued this case without settlement and did not prevail, Plaintiff would be potentially responsible for Defendant's fees and costs. Likewise, were any individual current or former employees of Defendant to bring individual claims on the same causes of action, they would each face the uncertainty of prevailing and the same possibility of becoming liable to pay fees and costs to Defendant. Accordingly, such claims likely would not be brought by many of

1 these current and former employees who make up the settlement Class. Thus, this lawsuit
2 achieves a true benefit for the Class that they might not otherwise get or seek as individuals.
3 Here, given that a fair and reasonable settlement has been reached, neither Plaintiff nor any of
4 the Class Members will be required to pay for Defendant's litigation fees and costs. Thus, the
5 risks undertaken by Class Counsel should be considered a significant factor by the Court in its
6 determination of final approval. The settlement provides a fair recovery to Class Members and
7 eliminates the risk of costs to Class Members or the Class Representative.

8 The settlement also affords finality, avoiding significant legal and factual battles that
9 otherwise may have prevented the Class from obtaining any recovery at all. While Class Counsel
10 believe that the Class Members' claims are meritorious and can be successfully litigated, counsel
11 are experienced and fully understand the inherent risks and uncertainty involved with such
12 matters including the resolution of class certification, the outcome of a potential trial, and the
13 outcome of any appeals that would inevitably follow should the Class prevail at trial. Class
14 Counsel has also assessed the same risks in connection with the current settlement. Because the
15 settlement provides immediate and substantial relief, without the attendant risks and delay of
16 continued litigation – not to mention the threat of litigation fees and costs – Class Counsel
17 believe that the settlement warrants the Court's final approval.

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

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

25 Here, as noted above, continued litigation could potentially have led to appeals on a
26 number of issues. On the other hand, the settlement that was reached provides all Class Members
27 – regardless of their means – with fair relief in a prompt and efficient manner. Were the Court to
28 deny final approval, the Class Members would be left without a remedy as a practical matter and

1 courts across the State would have to address the issues presented here in a piecemeal, costly,
2 and time-consuming manner. The settlement here is therefore consistent with the “overriding
3 public interest in settling and quieting litigation” that is “particularly true in class action suits.”
4 *See Van Bronkhorst*, 529 F.2d at p. 950 (footnote omitted); *see also 4 Newberg* at § 11.41. Here,
5 this case could have potentially involved years of litigation, as evidenced by the Parties’
6 litigation record and history in similar wage and hour cases.

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

8 Class Counsel supports the settlement as fair, reasonable, and adequate, and in the best
9 interest of the Class Members as a whole. L. Lee Decl. ¶ 5; C. Lee Decl. ¶ 5. Similarly, counsel
10 for Defendant is in favor of the settlement. The endorsement of qualified and well-informed
11 counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the
12 court in its final approval determination. *See Officers for Justice*, 688 F.2d at p. 625; *Ellis*, 87
13 F.R.D. at p. 18; *Boyd*, 485 F. Supp. at p. 617; *Linney*, 151 F.3d at p. 1242.

14 **IV. THE PLAINTIFF’S REQUESTED ENHANCEMENT AWARD SHOULD BE** 15 **APPROVED**

16 Class Representative Latoyia Kimii Brown requests an enhancement award of \$10,000.00
17 in accordance with the terms of the Agreement. Plaintiff met with Class Counsel and had
18 numerous discussions about the case. Brown Decl. ¶ 7. Plaintiff also provided substantive
19 information and documents regarding Defendant’s policies and practices to help support the class
20 claims alleged in this case. *Id.* ¶ 7. Accordingly, Plaintiff provided invaluable information,
21 evidence, and documents that resulted in this settlement. Plaintiff estimates that she spent more
22 than 25 hours assisting in the prosecution of this matter. *Id.* ¶ 7.

23 In addition to the invaluable services that she provided, Plaintiff took significant risks,
24 personally, professionally, and monetarily in acting as Class Representative, seeking benefits on
25 behalf of the Class. Brown Decl. ¶ 11. Because the claims alleged by Plaintiff involved the
26 payment of costs to the prevailing party, Plaintiff undertook the risk that she may be required to
27 pay Defendant’s fees and costs, in the event that Defendant prevailed in this action. Moreover,
28 Plaintiff understood that an individual case would have resolved much faster than a class action

1 and involved much less financial risk than a class action. Despite this, however, Plaintiff agreed
2 to pursue this case on behalf of the class. *Id.* ¶ 11.

3 Plaintiff took these risks upon herself for the benefit of the Class. Class Members did not
4 have to file individual lawsuits and bear the risks of payment of costs if they did not prevail, nor
5 did they have to face the potential for retaliation and not getting future employment had they
6 filed a lawsuit which is a public record. These are significant benefits, even apart from the time
7 Plaintiff has spent working on this case, that weigh in favor of granting the requested
8 enhancement.

9 Finally, as part of the settlement, Plaintiff also agreed to give a general release of her
10 individual claims, something that the Class Members did not have to do. Brown ¶ 13. Thus,
11 Plaintiff has sacrificed her own individual rights for those of the Class Members. This is a
12 significant factor to take into account that further warrants the award of the requested service
13 amount.

14 Courts have routinely granted approval of settlements containing such enhancements. *See*
15 *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive
16 award of \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 374
17 (S.D. Ohio 1990) (two incentive awards of \$ 55,000, and three incentive awards of \$35,000);
18 *Brotherton v. Cleveland*, 141 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a \$50,000
19 incentive award); *Enter. Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240,
20 251-52 (S.D. Ohio 1991) (\$50,000 awarded to each class representative); *Glass v. UBS Fin.*
21 *Servs.*, No. C-06-4068, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27, 2007)
22 (awarding \$25,000 incentive award in FLSA overtime wages class action); *Cook v. Niedert*, 142
23 F.3d 1004, 1016 (7th Cir. 1998) (affirming \$25,000 incentive award to class representative in
24 ERISA case).

25 Here, this litigation has resulted in a significantly valuable benefit to the Class, and
26 Plaintiff took on substantial risk and sacrifice in helping to get this financial benefit to the Class.
27 Furthermore, there are no objections filed by any individual to the requested enhancement award.
28 As such, one can infer that none of the Class Members have any disagreement with the

enhancement award. Accordingly, the Court should find the enhancement award fair and reasonable.

V. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

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

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

The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3 percent of the fund, which is the same percentage of fee award sought in this case. *Laffitte*, 1 Cal. 5th at p. 506. And this was based on a lodestar amount that required a multiplier of 2.13. *Id.* at p.

1 487. As the Court held, only when the multiplier is “extraordinarily high or low [should] the trial
2 court [] consider whether the percentage method should be adjusted so as to bring the imputed
3 multiplier within a justifiable range.” *Id.* at p. 505.

4 Moreover, in the *Laffitte* intermediate court decision, the court observed that “33 1/3
5 percent of the common fund is consistent with, and in the range of, awards in other class action
6 lawsuits.” *Laffitte v. Robert Half Int’l*, 231 Cal. App. 4th 860, 871 (2014). Here, the fee award
7 representing one-third of the fund clearly falls within that range and is consistent with other
8 comprehensive surveys of class action settlements and fee awards. *See* Fitzpatrick, *An Empirical*
9 *Study of Class Action Settlements and Their Fee Award*, 7 J. Empirical Leg. Stud. 811, 833
10 (2010) (analyzing 444 cases between 2006-2007 and concluding that “[m]ost fee awards were
11 between 25 percent and 35 percent, with almost no awards more than 35 percent”); Eisenberg &
12 Miller, *Attorney Fees in Class Action Settlements: An Empirical Study: 1993-2008*, 7 J. of
13 Empirical Leg. Stud. 248, 262, fn. 16 (2010) (independent studies of class action litigation
14 nationwide conclude that fees representing one-third of the total recovery is consistent with
15 market rates).

16 Finally, “the response of the class members to attorneys’ fee notice, though not decisive,
17 is relevant to the...reasonable determination” regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d
18 1261, 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court’s
19 “approximation of the market” for fees is well supported. *Id.* at p. 1269. In this case, the Class
20 Notice specifically notified Class Members that Class Counsel would be seeking \$163,260.00 of
21 the settlement fund as attorneys’ fees. To date, zero (0) Class Members have objected to the
22 settlement. This strong favorable response also supports the requested fees. For Class Counsel,
23 the fees were wholly contingent in nature. Among the risks was the cost inherent in class action
24 litigation, as well as a potentially drawn-out battle with a defendant that has retained premier
25 defense counsel.

26 As a secondary support for the percentage of the fund method, when fees are allocated by
27 percentage method, courts have discretion to “cross-check” the fees awarded through the lodestar
28 method. However, the *Laffitte* Court emphasized that “the lodestar calculation, when used in this

manner, does not override the trial court’s primary determination of the fee as a percentage of the common fund and thus does not impose an absolute maximum or minimum on the potential fee award.” *Laffitte, supra*, 1 Cal. 5th at p. 505 (emphasis added); *In re Rite Aid Corp. Secs. Litig.*, 396 F.3d 294, pp. 306-307 (3d Cir. 2005) (“[The lodestar cross-check does not trump the primary reliance on the percentage of common fund method”).

“If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” *Id.* Thus, a lodestar cross-check is aimed at astronomical multipliers. Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2 to 4 or even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001); *see also, e.g., Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez, supra*, 162 Cal. App. 4th at p. 60 (applying a 2.5 multiplier on a lodestar cross-check); *City of Oakland v. Oakland Raiders*, 203 Cal. App. 3d 78 (1988) (affirming a 2.34 multiplier without remand). The intermediate court in *Laffitte*, after finding that “2 to 4” is a reasonable range for multipliers on a cross-check, affirmed a 2.13 multiplier. *Laffitte, supra*, 231 Cal. App. 4th at pp. 881-82. The intermediate court opinion was affirmed in full by the California Supreme Court in its new decision guiding lower courts on assessing fees.

With respect to Class Counsel’s lodestar, to date, approximately 236.5 hours have been expended by Class Counsel in this matter. C. Lee Decl. ¶ 11, Ex. A; L. Lee Decl. ¶ 10, Ex. A. Christine Lee requests an hourly rate of \$500.00 per hour. C. Lee Decl. ¶ 10. Larry Lee requests an hourly rate of \$900.00 per hour. L. Lee Decl. ¶ 12. The courts are quite liberal in the evidence required to prove an attorney’s hours. Detailed time records are not required. An attorney’s testimony alone may suffice: “Testimony of an attorney as to the number of hours worked on a particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records.” *Martino v. Denevi*, 182 Cal. App. 3d 553, 559 (1986). Reasonable hours include, in addition to time spent during litigation, the time spent before the action is filed,

1 including time spent interviewing the clients, investigating the facts and the law, and preparing
2 the initial pleadings. *New York Gaslight Club, Inc. v. Carey*, 447 U.S. 54, 62 (1980). Further, the
3 fee award should include fees incurred to establish and defend the attorneys' fee claim. *Serrano*
4 *v. Unruh*, 32 Cal. 3d 621, 639 (1982) (*Serrano IV*). Thus, Class Counsel requests that the Court
5 find that these hours were reasonable in this litigation.

6 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
7 experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095
8 (2000). The court may consider other factors when determining a reasonable hourly rate, *e.g.*, the
9 attorney's skill and experience, the nature of the work performed, the relevant area of expertise
10 and the attorney's customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App.
11 4th 629, 632-33 (1998).

12 Class Counsel's skill and experience justify the requested rate. As shown in the
13 supporting declarations, Class Counsel have significant experience in the area of employment
14 and wage and hour class actions. Specifically, Class Counsel's practice focuses on representing
15 employees in employment matters, particularly wage and hour cases. C. Lee Decl. ¶¶ 8, 9; L. Lee
16 Decl. ¶ 8. As such, based on the hours and applicable rate, Class Counsel's lodestar amount
17 through finalization of this settlement, including 11.5 anticipated hours, will be approximately
18 \$172,320.00. C. Lee Decl. ¶ 13; L. Lee Decl. ¶ 11.

19 Accordingly, Class Counsel's request for attorneys' fees in the amount of \$163,260.00 is
20 fair, reasonable, and adequate.

21 **VI. THE COURT SHOULD APPROVE COSTS**

22 The request for reimbursement of costs in the amount of \$12,091.18 is fair and
23 reasonable. The costs are all litigation-related costs, which have been detailed in the supporting
24 declaration of Class Counsel. C. Lee Decl. ¶ 14, Ex. B. Significantly, the costs sought are
25 significantly less than the \$20,000.00 permitted by the Agreement, such that the remaining
26 amount will be distributed to Participating Class Members.

27 **VII. THE ADMINISTRATION EXPENSES SHOULD BE APPROVED**

28 Pursuant to the terms of the Agreement, the fees and costs of the Settlement

1 Administrator, CPT Group, Inc., are to be paid out of the class settlement funds. As shown on the
2 Declaration of Veronica Olivares, the settlement administration costs expended in this matter
3 amount to a total of \$10,000.00. Admin Decl. ¶ 17.

4 **VIII. THE COURT SHOULD APPROVE INCLUSION OF EMPLOYER PAYROLL**
5 **TAXES IN THE SETTLEMENT**

6 The settlement here was reached through arm's length bargaining with the assistance of
7 an experienced mediator by experienced counsel with sufficient investigation and discovery to
8 evaluate the claims. There are no objections. Accordingly, the settlement is presumed fair.
9 *Dunk, supra*, at 1802; *Cho v. Seagate Technology Holdings, Inc.* 177 Cal.App.4th 734, 743
10 (2009). "The judicial role in reviewing a proposed settlement is critical, but limited to approving
11 the proposed settlement, disapproving it, or imposing conditions on it. The judge cannot rewrite
12 the agreement." Ann. Manual for Complex Lit. (4th ed.) § 21.61. While "[t]he trial court has
13 broad discretion to determine whether the settlement is fair...[d]ue regard should be given to
14 what is otherwise a private consensual agreement between the parties." *Dunk, supra*, at 1801.

15 The inclusion of employer payroll taxes in the Gross Settlement Amount is a negotiated
16 and agreed upon term. When negotiating a class and PAGA settlement, parties are seeking to
17 reach a compromise on contested claims and to "avoid additional cost and the uncertainty of
18 litigation." Agreement ¶ 50. Consequently, when parties negotiate it is both reasonable and
19 rationale that they negotiate based on an "all-in" number that resolves all possible claims related
20 to the matter (including plaintiff enhancement awards, attorneys fees and costs, administration
21 costs, PAGA penalties, allocation of wages and non-wages, and employer taxes). Certainty with
22 respect to the total cost of the settlement is necessary for contract formation. *See e.g.*,
23 *Elyaoudayan v. Hoffman* 104 Cal.App.4th 1421, 1430 (2003) ("California law is clear that there
is no contract until there has been a meeting of the minds on *all* material points").

24 The inclusion of employer taxes in the GSA does not render a settlement unfair,
25 unreasonable, or inadequate. In fact, the court has approved numerous class settlements with
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27
28

1 such provisions.¹

2 In this case, the settlement administrator estimates that the employer payroll taxes
3 amount to \$1,721.49, which represents 0.35% of the gross settlement amount. Admin. Decl.
4 ¶ 16.

5 The inclusion of employer payroll taxes is also warranted by the facts of this case. The
6 Class was notified through the Class Notice that employer payroll taxes would be deducted, no
7 class member objected to the terms of the settlement. Admin. Decl. ¶ 12. Further, there is a
8 good faith dispute between the Parties whether there are any unpaid wages owed to the COVID
9 class. Plaintiff asserts that the class was not adequately compensated for COVID screenings.
10 Defendant asserts that its policies and practices (paying 15 minutes extra from April 6, 2020
11 through January 30, 2021 for temperature checks, and thereafter paying 5 minutes extra and cell
12 phone reimbursements for employees to use an app to submit a COVID questionnaire and
13 certification) did adequately compensate employees. With respect to the RROP class, Defendant
14 voluntarily made retroactive payments (including employer side taxes) to current employees.
15 The estimated unpaid wages with respect to the RROP class is \$3,943, which represents only
16 0.001% of Plaintiff's maximum potential exposure analysis. Nevertheless, the Settlement
17 provides that 5% of the Individual Class Awards are attributed as wages. Agreement ¶ 54.E.
18 The inclusion of the employer payroll taxes is appropriate given that Defendant has already made
19 employer side tax payments and the wage portion allocation provision significantly overstates
20 the percent of wages in Plaintiff's maximum potential exposure analysis.

21 //

22 ¹ See e.g. Order and Judgement Granting Final Approval of Class Action Settlement, *Lepore v. Ill Fornaio Am.*
23 *Corp.* (2023) No. 34-2018-00243170-CU-OE-GDS (Hon. J. Talley); *Randolph v. Konica Minolta Bus. Solutions*,
24 2023 Cal.Super.LEXIS 5110 (Hon. L. Damrell); *Blair v. Designs*, 2023 Cal.Super.LEXIS 5339 (Hon. L. Damrell);
25 *Hage v. Sears Home Improvement Prods*, 2022 Cal.Super.LEXIS 82958 (Hon. L. Damrell); *Clark v. Wittman*
26 *Enters, LLC*, 2022 Cal.Super.LEXIS 73019 (Hon. J. Talley); *Strawn v. Bridgestone Retail Operations LLC*, 2022
27 Cal.Super.LEXIS 72934 (Hon. J. Talley); Order and Judgement Granting Final Approval of Class Action
28 Settlement, *Gibson v. Syblon Reid Constr.* (2022) No. 34-2020-00291534 (Hon. T. Salter); *Kuan v. Asc Profiles*
LLC, 2022 Cal.Super.LEXIS 8094 (Hon. J. Craddick); *Williams v. RC Willey Home Furnishings*, 2021
Cal.Super.LEXIS 72259 (Hon. D. De Alba); *Little v. Sygma Network*, 2021 Cal.Super.LEXIS 14252 (Hon. S.
Mesiwala); *Saavedra v. Smf Global*, 2021 Cal.Super.LEXIS 31105 (Hon. S Mesiwala)

1 **IX. NOTICE TO THE LWDA**

2 Plaintiff provided notice of this Motion to the LWDA in conjunction with its filing. C.
3 Lee Decl. ¶ 15, Ex. C.

4 **X. CONCLUSION**

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

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

- 10 1. Granting final approval to the proposed Agreement in this action;
11 2. Approving distribution of the settlement funds to the Participating Class Members
12 pursuant to the terms of the Agreement;
13 3. Approving Plaintiff's request for an award of the Enhancement Award of
14 \$10,000.00 to Plaintiff, with payment pursuant to the terms of the Agreement;
15 4. Approving Plaintiff's request for an award to Class Counsel for \$163,260.00 in
16 attorneys' fees and \$12,091.18 in costs, with payment pursuant to the terms of the Agreement;
17 5. Approving Plaintiff's request for payment of the Administration Expenses to CPT
18 Group, Inc. in the amount of \$10,000.00, with payment pursuant to the terms of Agreement; and
19 6. Entering final judgment as to all members of the Class in this action.
20

21 DATED: December 6, 2024

DIVERSITY LAW GROUP, P.C.

22
23 By: 

Larry W. Lee

Christine S. Lee

24 Attorneys for Plaintiff, the Class, and the
25 Aggrieved Employees
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