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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SOVATANA SAUT and JOHN HISATO
NAKATANI, individually and on behalf
of themselves and all others similarly
situated,

Plaintiffs,

v.

MCKESSON CORPORATION, a
Delaware Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. 22STCV28690

Assigned for All Purposes to:
Hon. Maureen Duffy-Lewis
Dept.: 38

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: July 14, 2025
Time: 9:30 a.m.
Dept.: 38

COMPLAINT FILED: SEPTEMBER 1, 2022
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Trial Date: None Set

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1 **I. INTRODUCTION**

2 Plaintiffs Sovatana Saut and John Nakatani (“Plaintiffs”), through their undersigned Class
3 Counsel, will and hereby do move the Court to (1) grant final approval of the Class Action and
4 PAGA Settlement reached between Plaintiffs and Defendant McKesson Corporation
5 (“Defendant”) (collectively “the Parties”), the terms of which are set forth in the Class Action and
6 PAGA Settlement Agreement (“Settlement”) attached as **Exhibit 1** to the supporting Declaration
7 of James R. Hawkins (“Hawkins Final Decl.”); (2) certify the Class for Settlement Purposes; (3)
8 grant the requested settlement administration expenses to the Settlement Administrator, ILYM
9 Group, Inc., which administered the settlement; and (4) enter final judgement substantially in the
10 form of the proposed order submitted herewith. Plaintiffs concurrently bring a motion for
11 approval of the Class Representatives Service Payments and Attorneys’ Fees and Costs.

12 The Settlement was preliminarily approved on December 5, 2024. (Declaration of James
13 R. Hawkins in Support of Final Approval (“Hawkins Final Decl.”), ¶ 5.) The Parties and the
14 Settlement Administrator, ILYM Group, Inc. (“ILYM”) carried out the notice and other
15 procedures ordered by this Court. The settlement notice was mailed on December 9, 2024. The
16 Class Members had until January 23, 2025 to submit a request for exclusion, object to the
17 Settlement or dispute their settlement share. The results of the notice procedures indicate that the
18 Class Members overwhelmingly approve of the Settlement. ILYM received no objections and no
19 requests for exclusion from the Settlement. (*See*, Declaration of Nathalie Beltran of ILYM Group,
20 Inc. In Support of Final Approval (“Beltran Decl.”), generally) Accordingly, Plaintiffs now seek
21 final approval of the Settlement.

22 The proposed Settlement is fair, reasonable, and adequate, particularly in light of
23 Defendant’s legal and factual defenses both on certification and the merits. Class Counsel and
24 Defendant’s Counsel are experienced in wage and hour class action litigation, and both Parties
25 agree the Settlement is fair, reasonable, and adequate. The meaningful monetary recovery
26 provided for the Class Members in the Settlement supports a finding that the settlement is fair,
27 reasonable, and adequate particularly in light of the substantial risks inherent to maintaining class
28 action status through trial, the presence of arbitration agreements impacting the Class Members,

the complexity of the case, the time spent by the Parties in investigation, discovery, mediation, preliminary approval, notice procedures, and final approval.

Thus, the Settlement meets the criteria for final approval and Plaintiffs respectfully request this Court grant final approval of the Settlement and enter the proposed Order and Judgment filed concurrently herewith.

II. SUMMARY OF SETTLEMENT TERMS

The following is a summary of the key financial terms of the settlement and number of participating class members:

Gross Settlement Amount	\$2,250,000.00
Class Counsel Fees	\$787,500.00
Class Counsel Costs and Expenses	\$39,063.26 ¹
Class Representative Service Payments	\$20,000.00
Settlement Administrator Costs	\$13,550.00
LWDA Payment	\$84,375.00
Payment to Aggrieved	\$28,125.00
Estimated Net Settlement Amount	\$1,277,386.74

Total Class Members	1,065
Opt Outs	0
Objections	0
Participating Class Members	1,065

III. THE SETTLEMENT ADMINISTRATOR MAILED THE NOTICE AND THE CLASS WAS GIVEN THE BEST POSSIBLE NOTICE OF THE SETTLEMENT

In approving a class action settlement, due process requires “notice plus an opportunity to be heard and participate in the litigation, whether in person or through counsel. The notice must be the best practicable, ‘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.’”

¹ This Court preliminary approved costs up to \$50,000 in its December 5, 2024 order, however Class Counsel respectfully requests actual costs incurred totaling \$39,063.26.

1 *Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 812. Notably, while an absent class
2 member must be provided notice, it is elementary that any failure to *receive* notice, in and of
3 itself, is insufficient to show a due process violation. *Dagher v. Ford Motor Co.*, No. D072436,
4 2018 WL 4057400, at *6 (Cal. Ct. App. Aug. 27, 2018) [citing *Juris v. Inamed Corp.* (11th Cir.
5 2012) 685 F.3d 1294, 1321 (“Courts have consistently recognized that ... due process does not
6 require that class members actually receive notice”)].

7 This Court appointed ILYM as the Settlement Administrator to provide notification
8 services and settlement administration pursuant to the terms of the Settlement. (Beltran Decl. ¶ 1.)
9 On December 6, 2024, ILYM received the class data from Defendant’s counsel including full
10 name, social security number, last known mailing address, number of Class workweeks, and
11 PAGA pay periods for each Class Member. (Id. ¶ 5.)

12 On December 9, 2024, ILYM mailed the Notice to 1,065 Class Members. (Id. ¶ 7.) The
13 Notices advised Class Members of their right to request exclusion from the Settlement, object to
14 the Settlement, dispute their pay periods, or do nothing, and the implications of each such action.
15 The Notice advised Class Members of applicable deadlines and other events, including the Final
16 Approval Hearing, and how Class Members could obtain additional information, including a toll-
17 free telephone number. (See Ex. A to the Beltran Decl.) The Notice also disclosed the claims that
18 would be released upon final approval and each Settlement Class Member’s total pay periods
19 worked during the Class Period and estimated individual settlement payment based thereon. (Id.)

20 As of the date of this filing, a total of 103 Notices were returned to ILYM by the U.S.
21 Postal Service. (Beltran Decl. ¶ 8.) ILYM promptly re-mailed 85 of these notices after
22 performing a computerized skip-trace on the undelivered notices. Ultimately only eighteen (18)
23 notices remained undelivered following a skip-trace or other search using the name, address,
24 and/or social security number of the class member. (Id. ¶ 10.) ILYM successfully reached and
25 delivered Notice to 1,047 of the 1,065 Class Members, which represents 98.3% of the Settlement
26 Class. (Id.)

27 The deadline to object or request exclusion from the Settlement was January 23, 2025,
28 except for those remailed notices. (Id. ¶ 11; Settlement ¶ 7.4.4.) No Settlement Class Members

1 have requested exclusion, and no Class Members have objected to the Settlement. (Hawkins Final
2 Decl. ¶ 16.) 100% of Settlement Class Members will participate in the Settlement. (Beltran Decl.
3 ¶ 13.)

4 Further, the terms of the Class Notice, which were approved by the Court, fully complied
5 with the requirements of California Rules of Court, Rule 3.769(f). It provided Class Members
6 with all relevant information needed to make an informed decision whether to participate in, to
7 opt-out of, or to object to the Settlement. It provided an explanation of the litigation and proposed
8 Settlement terms, and procedures on how to opt out, object to, and/or appear at the final fairness
9 hearing. The documentation provided an explanation of the case, the exclusion date and
10 procedure for exclusion, the proposed attorneys' fees, litigation costs, administration costs,
11 PAGA penalty allocation to the LWDA, the proposed service awards, and the individual Class
12 Members' estimated recoveries, which were all included in the class notice packets. It also stated
13 that those who do not opt out will be bound by the Settlement and Class release. (See Ex. A to
14 the Beltran Decl.) The Court approved the Notice Packet as to form and content in its
15 Preliminary Approval Order. (See Ex. 3 to the Hawkins Final Decl.) Therefore, the Court may
16 proceed to determine the fairness and adequacy of the Parties' class action settlement and order
17 its approval, secure in the knowledge that all Class Members have been given the opportunity to
18 participate fully in the notice process, and have been fully apprised of their rights and options,
19 including their rights to object or request exclusion from the Settlement.

20 ILYM followed the notice procedures delineated in the Preliminary Approval Order and
21 Settlement. (Beltran Decl. 3.) Thus, notice to the Class of the proposed Settlement was
22 reasonably calculated, under all the circumstances, to apprise the Class Members of the pendency
23 of the action and afforded them an opportunity to opt out of, object to, or dispute the settlement.

24 **IV. FINAL APPROVAL OF THE SETTLEMENT SHOULD BE GRANTED.**

25 **A. Legal Standard for Final Approval of Class Action Settlements.**

26 “[V]oluntary conciliation and settlement are the preferred means of dispute resolution.
27 This is especially true in complex class action litigation” *7-Eleven Owners for Fair*
28 *Franchising v. Southland Corp.* (2000) 85 Cal. App. 4th 1140, 1151 (quoting *Officers for Justice*

1 *v. Civil Serv. Comm. of the City and Cnty. & S.F.* (9th Cir. 1982) 688 F.2d 615, 625). A class
2 action may not be dismissed, compromised, or settled without the Court’s approval. Cal. Rules of
3 Court (“CRC”) 3.769 and 3.770. The decision to approve or reject a proposed settlement is
4 committed to the trial court’s sound discretion. *Wershba v. Apple Comp., Inc.* (2001) 91 Cal. App.
5 4th 224, 234-35. Accordingly, when evaluating a class action settlement for final approval, the
6 Court should give “[due] regard to what is otherwise a private consensual agreement between the
7 parties.” *Id.* at 245. The Court’s inquiry thus is limited to whether the proposed settlement is “fair,
8 adequate, and reasonable.” *Id.* at 244-45; *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794,
9 1801. A settlement is “fair, adequate and reasonable” warranting final approval when “the
10 interests of the class are better served by the settlement than by further litigation.” Manual for
11 Complex Litigation (4th ed. 2008) § 21.61.

12 CRC 3.769 explains the procedure for final approval of a class action settlement, which
13 involves three distinct steps: (1) Preliminary approval of the proposed settlement at an informal
14 hearing; (2) Dissemination of mailed and/or published notice of the settlement to all affected
15 Class Members; and (3) A “formal fairness hearing,” or final settlement approval hearing, at
16 which Class Members may be heard regarding the settlement, and at which matters concerning
17 the fairness, adequacy, and reasonableness of the settlement may be presented.

18 In this case, the first step is complete. The first step was completed on December 5, 2024,
19 when the Court preliminarily approved the Settlement and determined that it was within the range
20 of possible final approval. (Hawkins Final Decl., Ex. 3.) The second step, dissemination of Notice
21 to the Settlement Class, was completed on December 9, 2024. (Beltran Decl., ¶ A.)

22 The third and final step in the settlement approval process is the Final Approval Hearing,
23 at which the Court determines whether the Settlement is fair, adequate, and reasonable. A
24 settlement agreement is presumptively fair when it is (1) the product of arm’s-length bargaining;
25 (2) supported by sufficient investigation and/or discovery to allow assessment of Plaintiff’s
26 claims; (3) supported by experienced counsel; and (4) subject to only a small percentage of
27 objections. *In re Cellphone Fee Termination Cases* (2010) 186 Cal. App. 4th 1380, 1389 quoting
28 *Dunk*, 48 Cal. App. 4th at 1802); *Chavez v. Netflix, Inc.* (2018) 162 Cal. App. 4th 43, 52 (2008).

1 Following the final approval hearing, the Court will decide whether to enter a final order
2 approving the Settlement and enter judgment thereon. CRC 3.769(h). To do so, California courts
3 consider several factors, including the strength of the Plaintiff's case; the risk, expense,
4 complexity, and likely duration of further litigation; the risk of maintaining class action status
5 through trial; the value of the settlement; the extent of discovery completed and the stage of the
6 proceedings; the experience and views of counsel; and the reaction of the class members to the
7 proposed settlement. *Wershba*, 91 Cal. App. 4th at 244-45. "The list of factors is not exclusive
8 and the court is free to engage in a balancing and weighing of factors depending on the
9 circumstances of each case." *Id.* at 245. Courts must also give:

10 proper deference to the private consensual decision of the parties, [since] the court's
11 intrusion upon what is otherwise a private consensual agreement negotiated
12 between the parties to a lawsuit must be limited to the extent necessary to reach a
13 reasoned judgment that the agreement is not the product of fraud or overreaching
by, or collusion between, the negotiating parties, and the settlement, taken as a
whole, is fair, reasonable and adequate to all concerned.

14 *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1027. For the reasons set forth below,
15 the Court should complete the third step, and grant final approval of the Settlement.

16 **B. The Settlement is the Product of Arm's Length Bargaining and the Strength**
17 **of Plaintiffs' Case, the Risks of Class Certification, and the Expense of**
18 **Further Litigation Favor the Court's Final Approval.**

19 Every case involves some level of uncertainty with respect to the outcome of the merits.
20 Settlement resolves that inherent uncertainty and is therefore strongly favored by the courts,
21 particularly in class actions. See *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943,
22 950. So too here. Plaintiffs recognized several significant risks inherent in litigating this case
23 including the low likelihood of defeating Class Member arbitration agreements, the probability of
24 certifying the action as a class action, the probability of maintaining the class action status
25 through trial and any appeals, the likelihood of class action recovery at trial after analyzing the
26 merits of Defendant's legal defenses, and the current state of the law regarding certification and
27 establishing common questions of fact. While Class Counsel believes Plaintiffs' claims are
28 meritorious, Defendant has denied liability, disputed damages and penalties, and raised factual
and legal arguments which could render the Class Members' claims worthless at either class

1 certification or trial. (Hawkins Preliminary Decl. ¶¶ 6-11, attached as Exhibit 2 to the Hawkins
2 Final Decl.) A detailed summary of Plaintiffs' claims, Defendant's corresponding defenses, and
3 the resulting analysis of Defendant's realistic exposure is provided in the Declaration of James
4 Hawkins in Support of Preliminary Approval. (Hawkins Preliminary Decl. ¶¶ 5-11.) Defendant's
5 defenses included, *inter alia*, that their policies and practices were legally compliant, that
6 Plaintiffs' claims were not certifiable, Plaintiffs' could not prove their allegations, that changes in
7 the law regarding claims would undermine Plaintiffs' claims, and that PAGA penalties would
8 likely be reduced by the Court. (Id.)

9 While the proposed Settlement may be less than the amount that the Class could
10 potentially recover following trial, it is highly unlikely that Plaintiffs and the Class would receive
11 the full amount to which they believe they are entitled for the reasons discussed above. As such,
12 the Gross Settlement Amount, even if only a fraction of a total potential recovery, is a fair and
13 adequate real recovery for Class Members. *In re Mego Fin. Corp. Sec. Litig.* (9th Cir. 2000) 213
14 F.3d 454, 459. ("It is well-settled law that a cash settlement amounting to only a fraction of the
15 potential recovery does not per se render the settlement inadequate or unfair.") (internal
16 quotations omitted). The Settlement achieved was reached through arm's length bargaining and
17 with the assistance of a well-respected wage and hour mediator, Steven J. Serratore. (Hawkins
18 Final Decl. ¶ 24.)

19 **C. The Value and Fairness of the Settlement Favors the Court's Final** 20 **Approval.**

21 In evaluating the fairness of consideration offered in settlement, it is not the role of the
22 courts to second guess the negotiated resolution of the litigants. "[T]he court's intrusion upon
23 what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must
24 be limited to the extent necessary to reach a reasoned judgment that the agreement is not the
25 product of fraud or overreaching by, or collusion between, the negotiating parties, and that the
26 settlement, taken as a whole, is fair, reasonable, and adequate to all concerned." *Hanlon*, 150 F.
27 3d 1027. The issue is not whether the settlement could have been better in some fashion, but
28 whether it is fair. *Id.*

1 In this case, Defendant has consistently denied liability, disputed Plaintiffs' claimed
2 damages, and raised formidable factual and legal arguments which could potentially defeat Class
3 Members' claims at either class certification or trial. Given these available grounds for defending
4 against the asserted class claims and the risks of maintaining class certification through the trial of
5 the action and throughout any appeals, the Settlement is fair, reasonable, and adequate. (Hawkins
6 Final Decl. ¶¶ 27-29.)

7 Plaintiffs, through Class Counsel, secured \$2,250,000.00 for the Settlement. Indeed, the
8 monetary relief provided by the Settlement is a meaningful recovery to the Class warranting final
9 approval. The sum is well within the ballpark of reasonableness. The 1,065 Participating Class
10 Members will be paid a pro-rata portion of the Net Settlement Amount. As of the filing of this
11 motion, the highest Individual Settlement Payment to a Settlement Class Member was estimated
12 to be approximately \$4,070.80, the average Individual Settlement Payment is currently estimated
13 to be approximately \$1,197.85. (Beltran Decl. ¶ 14.) Further, the amount obtained per
14 Participating Class Member on a gross basis, \$2,112.68 per participating Class Members
15 (\$2,250,000 / 1,065) participating Class Members) compares extremely favorably to similar class
16 action settlements, including the following cases. *See, Salguero v. Deliv, Inc.*, Case No.
17 19STCV32534, Los Angeles County Superior Court (2021) (\$635,000.00 class action and PAGA
18 settlement for 3,021 class members, with average payment on a gross basis of \$210.20);
19 *Sanderson v. A Bright Future*, Case No. 34-2019-00252816-CU-OE-GDS, Sacramento County
20 Superior Court (2020) (\$105,000.00 class action and PAGA settlement for 471 class members,
21 with an average payment on a gross basis of \$222.93); *Ortegon-Ramirez v. Cedar Fair, L.P.*, Case
22 No. 1-13-CV-254098, Santa Clara County Superior Court (2015) (\$4,750,000.00 class action and
23 PAGA settlement for 31,425 class members with an average payment on a gross basis of
24 \$151.15).

25 In conjunction with the Motion for Preliminary Approval, Class Counsel provided a
26 detailed description of the claims, defenses and Defendant's potential exposure on those claims,
27 thereby providing the Court with a sufficient understanding of the amount in controversy and
28 potential outcomes of the case, so that it can properly evaluate the sufficiency of the Settlement,

1 as required in *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-30 (2008) (trial court
2 needs sufficient information about the potential value of the case and issues to review the
3 reasonableness of the settlement). (*See*, Hawkins Prelim. Decl. generally.) At the time of
4 preliminary approval, the Court determined that the Settlement appeared to be fair, adequate and
5 reasonable and favored approval. After the completion of the notice process, no Class Members
6 have opted out of the Settlement or objected to the Settlement. (Beltran Decl. ¶¶ 11-13.) Thus,
7 nothing has changed since the time of preliminary approval to undermine the reasonableness of
8 the Settlement. The Settlement should be granted final approval.

9 **D. The Parties' Investigation Favors the Court's Final Approval**

10 "[T]he extent of discovery completed and the stage of proceedings" are factors considered
11 in assessing the fairness, adequacy, and reasonableness of a class action Settlement. *Dunk*, 48 Cal.
12 App. 4th at 1801. "This factor evaluates whether the parties have sufficient information to make
13 an informed decision about settlement." *In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 588
14 (N.D. Cal. 2015) (citation omitted).

15 Plaintiffs and Defendant entered into the Settlement only after conducting an extensive
16 investigation, which enabled Class Counsel and Defense Counsel to thoroughly evaluate the
17 strengths and weaknesses of the claims. Class Counsel previously provided the Court with a
18 detailed description of the investigation conducted in this action in Plaintiffs' Motion for
19 Preliminary Approval. The settlement negotiations between the Parties were extensive and
20 occurred at arm's length. The Parties attended an all-day mediation session with Steven J.
21 Serratore, an experienced wage and hour mediator. Following a mediator's proposal, the Parties
22 entered into a memorandum of understanding, and thereafter drafted and executed a long-form
23 settlement agreement. Thus, the Parties' investigation and discovery are sufficient to allow Class
24 Counsel and the Court to act intelligently. (Hawkins Final Decl. ¶ 24.)

25 **E. The Endorsement of the Parties' Counsel Favors Final Approval**

26 The endorsement of experienced and well-informed counsel of a settlement as fair,
27 reasonable, and adequate is entitled to significant weight. *Dunk*, 48 Cal. App. 4th at 1801-02; *see*
28 *also Larsen v. Trader Joe's Company* (N.D. Cal. July 11, 2014) No. 11cv05188-WHO, 2014 WL

1 3404531 (“A [trial] court is entitled to give consideration to the opinion of competent counsel that
2 the settlement is fair, reasonable, and adequate.”). Here, counsel for both Parties have significant
3 experience litigating wage and hour class actions and endorse the Settlement as being fair,
4 adequate and reasonable. Class Counsel believes that the Settlement is the best interest of the
5 Class, and an excellent result for the Class. (Hawkins Final Decl. ¶ 25.) This endorsement of
6 counsel is entitled to significant weight in favor of final approval. *Boyd v. Bechtel Corp.* (N.D.
7 Cal. Aug. 22, 1979) 485 F. Supp. 610, 622 (“The recommendations of Plaintiff’s counsel should
8 be given a presumption of reasonableness.”).

9 **F. The Reaction of the Class Favors Final Approval**

10 As explained above, 100% of the Class will participate in the Settlement and there were
11 no objections to the Settlement, both of which demonstrate that the Class Members
12 overwhelmingly approve of the terms of the Settlement. (Beltran Decl., ¶ 13.) The Net
13 Settlement Amount will be distributed *pro rata* to each of the participating Class Members based
14 on their number of workweeks worked during the Class Period as a percentage of all Class
15 Members’ weeks worked within the Class Period. (Id. at ¶ 14.)

16 **V. THE PROPOSED PAGA ALLOCATIONS SHOULD BE FINALLY**
17 **APPROVED**

18 When PAGA claims are settled, the trial court must “review and approve” the settlement.
19 Labor Code § 2699(l). In so doing, the court must consider whether the proposed “PAGA
20 settlement is fair and adequate in view of the purposes and policies of the statute.” *O’Connor v.*
21 *Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1135 (N.D. Cal. 2016). The parties have agreed to, and
22 the Court has approved, an allocation of \$112,500.00 as PAGA penalties, and the Court has
23 granted preliminary approval of this allocation. (Hawkins Final Decl., Ex. 3). Of this amount,
24 75% (i.e., \$84,375.00) shall be sent to the Labor and Workforce Development Agency (LWDA),
25 and the remaining 25% (i.e., \$28,125.00) shall be distributed to the Aggrieved Employees. (Id.).

26 This allocation is fair and reasonable given the nature of the PAGA claims, which has a
27 limited 1-year statute of limitations. Furthermore, courts “repeatedly approve[] PAGA
28

1 allocations of both smaller amounts and that comprised a smaller portion of the total settlement
2 consideration in the agreements at issue.” (*See Davis v. Cox Commc’ns California, LLC*, No.
3 16cv989 BAS (BLM), 2017 WL 1496407, at *1 (S.D. Cal. Apr. 26, 2017) (preliminarily
4 approving \$4,000 PAGA allocation in \$2710,000 settlement); *Moore v. Fitness Int’l, LLC*, No.
5 12cv1551 LAB (NLS), 2014 WL 12571448, at *5 (S.D. Cal. Jan. 22, 2014) (approving \$2,500
6 PAGA allocation when attorneys’ fees award alone amounted to \$200,000); *Jack v. Hartford Fire*
7 *Ins. Co.*, No. 09cv1683 MMA (JMA), 2011 WL 4899942, at *6 (S.D. Cal. Oct. 13, 2011)
8 (approving \$3,000 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson &*
9 *Co.*, No. 08cv821 IEG (BLM), 2010 WL 2196104, at *2 (S.D. Cal. June 1, 2010) (approving
10 \$3,000 PAGA allocation in \$1,000,000 settlement); *Hopson v. Hanesbrands Inc.*, No. CV-08-
11 0844 EDL, 2009 WL 928133, at *9 (N.D. Cal. Apr. 3, 2009) (approving \$11,250 PAGA
12 allocation in \$1,026,000 settlement); *In re Nordstrom Commission Cases*, 186 Cal. App. 4th 576,
13 579 (2010) (“[T]he trial court did not abuse its discretion in approving a settlement which does
14 not allocate any damages to the PAGA claims.”).)

15 Thus, the PAGA allocation of \$112,500.00 is well above a fair and reasonable range for the
16 PAGA penalties and should now be finally approved.

17 **VI. THE SETTLEMENT ADMINISTRATOR'S REQUESTED EXPENSES ARE**
18 **REASONABLE AND APPROPRIATE.**

19 In accordance with the Court’s Preliminary Approval Order, the parties retained neutral
20 third-party administrator, ILYM, to administer the notice process. ILYM was engaged by the
21 Parties’ Counsel and subsequently approved and appointed by the Court to provide notification
22 services and claims administration, pursuant to the terms of the Settlement, in the above
23 referenced Action. Duties performed to-date and to be performed after Final Approval of the
24 Settlement is granted, include: (a) printing and mailing the Notice of Class Action and PAGA
25 Settlement and Hearing Date for Final Court Approval; (b) receiving and processing written
26 objections; (c) resolving Settlement Class Members’ disputes over the number of pay periods,
27 Defendant has record of them working during the Class Period, which was pre-printed on their
28

1 individualized Notice Packet; (d) calculating individual settlement award amounts; (e)
2 processing and mailing settlement award checks; (f) handling tax withholdings as required by the
3 Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax
4 forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the
5 Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
6 orders ILYM Group to perform. (Beltran ¶ 3.) The Court preliminarily approved up to
7 \$13,550.00 for settlement administration costs. (Hawkins Final Decl., Ex. 3.) ILYM will charge
8 a total of \$13,550.00 in costs associated with the administration of the Settlement. This includes
9 all costs incurred to date, as well as estimated costs involved in completing the Settlement.
10 (Beltran Decl. ¶ 14.) Plaintiffs believe this is an appropriate amount for the settlement
11 administration services provided and respectfully request the Court award this amount to ILYM.
12 (Hawkins Final Decl. ¶ 19.)

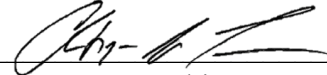
13 VII. CONCLUSION

14 The preliminarily approved Settlement is the product of arm's length negotiations after
15 significant investigation and discovery, mediation, and negotiation. It provides meaningful
16 benefits to the Class Members that are discernibly fair when weighed against the significant
17 potential risks, delays, and costs of further litigation. The Class Members have overwhelmingly
18 accepted the Settlement as fair, reasonable, and adequate. Accordingly, Plaintiffs, as Class
19 Representatives, respectfully request that the Court grant final approval to the Settlement.
20

21 Dated: April 18, 2025

Respectfully Submitted:

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23 JAMES HAWKINS, APLC

24
25 By: 

James R. Hawkins, Esq.

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28 Attorneys for Plaintiffs