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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

DARWIN COLINAYO and EDELMIRA
MALDONADO, on behalf of themselves
and all others similarly situated,

Plaintiff,

v.

MCKESSON MEDICAL-SURGICAL
INC., a Virginia Corporation, and DOES
1-50, inclusive,

Defendants.

Case No. S-CV-0049039

Hon. Trisha Hirashima
Dept.: 42

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

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1 **I. INTRODUCTION**

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

13 The Settlement was preliminarily approved on October 29, 2024. (Declaration of James R.
14 Hawkins in Support of Final Approval (“Hawkins Final Decl.”), ¶ 6.) The Parties and the
15 Settlement Administrator, Apex Class Action, LLC (“Apex”) carried out the notice and other
16 procedures ordered by this Court. The settlement notice was mailed on December 4, 2024. The
17 Class Members had until January 21, 2025 to submit a request for exclusion, object to the
18 Settlement or dispute their settlement share. The results of the notice procedures indicate that the
19 Class Members overwhelmingly approve of the Settlement. Apex received no objections and one
20 request for exclusion from the Settlement. (See, Declaration of Madely Nava of Apex Class
21 Actions, LLC, In Support of Final Approval (“Nava Decl.”), generally). Accordingly, Plaintiffs
22 now seek final approval of the Settlement.

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

1 action status through trial, the presence of arbitration agreements impacting the Class Members,
2 the complexity of the case, the time spent by the Parties in investigation, discovery, mediation,
3 preliminary approval, notice procedures, and final approval.

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

7 II. SUMMARY OF SETTLEMENT TERMS

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

Gross Settlement Amount	\$3,500,000.00
Class Counsel Fees	\$1,225,000.00
Class Counsel Costs and Expenses	\$26,228.29 ¹
Class Representative Service Payments	\$20,000.00
Settlement Administrator Costs	\$15,378.00
LWDA Payment	\$131,250.00
Payment to Aggrieved	\$43,750.00
Estimated Net Settlement Amount	\$2,038,393.71

Total Class Members	1,423
Opt Outs	1
Objections	0
Participating Class Members	1,422

21 III. THE SETTLEMENT ADMINISTRATOR MAILED THE NOTICE AND THE 22 CLASS WAS GIVEN THE BEST POSSIBLE NOTICE OF THE 23 SETTLEMENT 24

25 In approving a class action settlement, due process requires “notice plus an opportunity to
26 be heard and participate in the litigation, whether in person or through counsel. The notice must
27 be the best practicable, ‘reasonably calculated, under all the circumstances, to apprise interested

28 ¹ This Court preliminary approved costs up to \$50,000 in its October 29, 2024 order, however Class Counsel respectfully requests actual costs incurred totaling \$26,228.29.

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

8 This Court appointed Apex as the Settlement Administrator to provide notification
9 services and settlement administration pursuant to the terms of the Settlement. On December 3,
10 2024, Apex received the class data from Defendant’s counsel including full name, social security
11 number, last known mailing address, number of Class workweeks, and PAGA pay periods for
12 each Class Member. (Nava Decl. ¶ 5).

13 On December 4, 2024, Apex mailed the Notice to 1,423 Class Members. (Id. ¶ 7). The
14 Notices advised Class Members of their right to request exclusion from the Settlement, object to
15 the Settlement, dispute their pay periods, or do nothing, and the implications of each such action.
16 The Notice advised Class Members of applicable deadlines and other events, including the Final
17 Approval Hearing, and how Class Members could obtain additional information, including a toll-
18 free telephone number. (Hawkins Final Decl. ¶ 11). The Notice also disclosed the claims that
19 would be released upon final approval and each Settlement Class Member’s total pay periods
20 worked during the Class Period and estimated individual settlement payment based thereon. (Id.).

21 A total of 74 Notices were returned to Apex by the U.S. Postal Service. (Nava Decl. ¶ 8).
22 Apex promptly re-mailed 63 of these notices after performing a computerized skip-trace on the
23 undelivered notices. Ultimately only eighteen (11) notices remained undelivered following a skip-
24 trace or other search using the name, address, and/or social security number of the class member.
25 (Id. ¶¶ 8-10). Apex successfully reached and delivered Notice to 1,412 of the 1,423 Class
26 Members, which represents 99.93% of the Settlement Class. (Id. ¶ 14).

27 The deadline to object or request exclusion from the Settlement was January 21, 2025,
28 except for those remailed notices. (Id. ¶ 13). One Settlement Class Member requested exclusion,

1 and no Class Members have objected to the Settlement. (Id., ¶¶ 11-12). 99.93% of Settlement
2 Class Members will participate in the Settlement. (Id. at ¶ 14.).

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

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

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

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

25 “[V]oluntary conciliation and settlement are the preferred means of dispute resolution.
26 This is especially true in complex class action litigation” *7-Eleven Owners for Fair*
27 *Franchising v. Southland Corp.* (2000) 85 Cal. App. 4th 1140, 1151 (quoting *Officers for Justice*
28 *v. Civil Serv. Comm. of the City and Cnty. & S.F.* (9th Cir. 1982) 688 F.2d 615, 625). A class

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

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

17 In this case, the first step is complete. The first step was completed on October 29, 2024,
18 when the Court preliminarily approved the Settlement and determined that it was within the range
19 of possible final approval. (Hawkins Final Decl., Ex. 6). The second step, dissemination of Notice
20 to the Settlement Class, was completed on December 4, 2024. (Nava Decl., ¶ 7).

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

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

1 certification or trial. (Hawkins Final Decl. ¶¶ 28-29). A detailed summary of Plaintiffs' claims,
2 Defendant's corresponding defenses, and the resulting analysis of Defendant's realistic exposure
3 is provided in the Declaration of James Hawkins in Support of Preliminary Approval (Ex. 2,
4 Hawkins Preliminary Decl. ¶¶ 5-13). Defendant's defenses included, *inter alia*, that their policies
5 and practices were legally compliant, that Plaintiffs' claims were not certifiable, Plaintiffs' could
6 not prove their allegations, that changes in the law regarding claims would undermine Plaintiffs'
7 claims, and that PAGA penalties would likely be reduced by the Court. (*Id.*)

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

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

20 In evaluating the fairness of consideration offered in settlement, it is not the role of the
21 courts to second guess the negotiated resolution of the litigants. "[T]he court's intrusion upon
22 what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must
23 be limited to the extent necessary to reach a reasoned judgment that the agreement is not the
24 product of fraud or overreaching by, or collusion between, the negotiating parties, and that the
25 settlement, taken as a whole, is fair, reasonable, and adequate to all concerned." *Hanlon*, 150 F.
26 3d 1027. The issue is not whether the settlement could have been better in some fashion, but
27 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. ¶¶ 28-29, 32).

7 Plaintiffs, through Class Counsel, secured \$3,500,000.00 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 1,422 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 to
12 be approximately \$4,580.65, the average Individual Settlement Payment is currently estimated to
13 be approximately \$1,416.75. (Nava Decl. ¶ 16). Further, the amount obtained per Participating
14 Class Member on a gross basis, \$2,461.32 per participating Class Members ($\$3,500,000 / 1,422$)
15 participating Class Members) compares extremely favorably to similar class action settlements,
16 including the following cases. *See, Salguero v. Deliv, Inc.*, Case No. 19STCV32534, Los Angeles
17 County Superior Court (2021) (\$635,000.00 class action and PAGA settlement for 3,021 class
18 members, with average payment on a gross basis of \$210.20); *Sanderson v. A Bright Future*, Case
19 No. 34-2019-00252816-CU-OE-GDS, Sacramento County Superior Court (2020) (\$105,000.00
20 class action and PAGA settlement for 471 class members, with an average payment on a gross basis
21 of \$222.93); *Ortegon-Ramirez v. Cedar Fair, L.P.*, Case No. 1-13-CV-254098, Santa Clara County
22 Superior Court (2015) (\$4,750,000.00 class action and PAGA settlement for 31,425 class members
23 with an average payment on a gross basis of \$151.15).

24 In conjunction with the Motion for Preliminary Approval, Class Counsel provided a
25 detailed description of the claims, defenses and Defendant's potential exposure on those claims,
26 thereby providing the Court with a sufficient understanding of the amount in controversy and
27 potential outcomes of the case, so that it can properly evaluate the sufficiency of the Settlement,
28 as required in *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-30 (2008) (trial court

1 needs sufficient information about the potential value of the case and issues to review the
2 reasonableness of the settlement). (*See*, Hawkins Prelim. Decl. generally.) At the time of
3 preliminary approval, the Court determined that the Settlement appeared to be fair, adequate and
4 reasonable and favored approval. After the completion of the notice process, only one Class
5 Members opted out of the Settlement and no Class Members objected to the Settlement. (Nava
6 Decl. ¶¶11-12). Thus, nothing has changed since the time of preliminary approval to undermine
7 the reasonableness of the Settlement. The Settlement should be granted final approval.

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

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

14 Plaintiffs and Defendant entered into the Settlement only after conducting an extensive
15 investigation, which enabled Class Counsel and Defense Counsel to thoroughly evaluate the
16 strengths and weaknesses of the claims. Class Counsel previously provided the Court with a
17 detailed description of the investigation conducted in this action in Plaintiffs' Motion for
18 Preliminary Approval. The settlement negotiations between the Parties were extensive and
19 occurred at arm's length. The Parties attended an all-day mediation session with Steven J.
20 Serratore, an experienced wage and hour mediator. Following a mediator's proposal, the Parties
21 entered into a memorandum of understanding, and thereafter drafted and executed a long-form
22 settlement agreement. Thus, the Parties' investigation and discovery are sufficient to allow Class
23 Counsel and the Court to act intelligently. (Hawkins Final Decl. ¶¶ 25-26).

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

25 The endorsement of experienced and well-informed counsel of a settlement as fair,
26 reasonable, and adequate is entitled to significant weight. *Dunk*, 48 Cal. App. 4th at 1801-02; *see*
27 *also Larsen v. Trader Joe's Company* (N.D. Cal. July 11, 2014) No. 11cv05188-WHO, 2014 WL
28 3404531 ("A [trial] court is entitled to give consideration to the opinion of competent counsel that

1 the settlement is fair, reasonable, and adequate.”). Here, counsel for both Parties have significant
2 experience litigating wage and hour class actions and endorse the Settlement as being fair,
3 adequate and reasonable. Class Counsel believes that the Settlement is the best interest of the
4 Class, and an excellent result for the Class. (Hawkins Final Decl. ¶ 32). This endorsement of
5 counsel is entitled to significant weight in favor of final approval. *Boyd v. Bechtel Corp.* (N.D.
6 Cal. Aug. 22, 1979) 485 F. Supp. 610, 622 (“The recommendations of Plaintiff’s counsel should
7 be given a presumption of reasonableness.”).

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

9 As explained above, 99.93% of the Class will participate in the Settlement and there were
10 no objections to the Settlement, both of which demonstrate that the Class Members
11 overwhelmingly approve of the terms of the Settlement. (Nava Decl., ¶¶ 11-14). The Net
12 Settlement Amount will be distributed *pro rata* to each of the participating Class Members based
13 on their number of workweeks worked during the Class Period as a percentage of all Class
14 Members’ weeks worked within the Class Period. (*Id.* at ¶ 16; Settlement, Section 3.2.).

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

17 When PAGA claims are settled, the trial court must “review and approve” the settlement.
18 Labor Code § 2699(l). In so doing, the court must consider whether the proposed “PAGA settlement
19 is fair and adequate in view of the purposes and policies of the statute.” *O’Connor v. Uber Techs.,*
20 *Inc.*, 201 F. Supp. 3d 1110, 1135 (N.D. Cal. 2016). The parties have agreed to, and the Court has
21 approved, an allocation of \$175,000.00 as PAGA penalties, and the Court has granted preliminary
22 approval of this allocation. (Hawkins Final Decl., Ex. 3). Of this amount, 75% (i.e., \$131,250.00)
23 shall be sent to the Labor and Workforce Development Agency (LWDA), and the remaining 25%
24 (i.e., \$43,750.00) shall be distributed to the Aggrieved Employees. (*Id.*).

25 This allocation is fair and reasonable given the nature of the PAGA claims, which has a
26 limited 1-year statute of limitations. Furthermore, courts “repeatedly approve[] PAGA allocations
27 of both smaller amounts and that comprised a smaller portion of the total settlement consideration
28

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

13 Thus, the PAGA allocation of \$175,000.00 is well above a fair and reasonable range for the
14 PAGA penalties and should now be finally approved.

15 **VI. THE SETTLEMENT ADMINISTRATOR'S REQUESTED EXPENSES ARE**
16 **REASONABLE AND APPROPRIATE.**

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

1 Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax
2 forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the
3 Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
4 orders Apex to perform. (Nava Decl. ¶ 3). The Court preliminarily approved up to \$15,378.00
5 for settlement administration costs. (Hawkins Final Decl., Ex. 3.) Apex will charge a total of
6 \$15,378.00 in costs associated with the administration of the Settlement. This includes all costs
7 incurred to date, as well as estimated costs involved in completing the Settlement. (Nava Decl. ¶
8 19). Plaintiffs believe this is an appropriate amount for the settlement administration services
9 provided and respectfully request the Court award this amount to Apex. (Hawkins Final Decl. ¶
10 19).

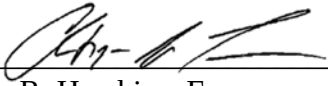
11 VII. CONCLUSION

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

18 Respectfully Submitted:

19
20 JAMES HAWKINS APLC

21 Dated: March 14, 2025

22 By: 
James R. Hawkins, Esq.
Christina Lucio, Esq.
Nicholas Schieffelin, Esq.

24 MOORIDIAN LAW, APC

25 Dated: March 14, 2025

26 By: /s/ Haik Hacopian, Esq.
Zorik Mooradian, Esq.
Haik Hacopian, Esq.

27 *Attorneys for Plaintiffs and the Putative Class*
28