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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF STANISLAUS**

| | |
|---|---|
| RAFAELA CERVANTES CARRANZA, an individual on behalf of herself and all others similarly situated,<br><br>Plaintiff,<br><br>vs.<br><br>VOLK ENTERPRISES, INC., a Delaware corporation; and DOES 1 through 50, inclusive,<br><br>Defendants. | Case No.: CV-24-001479<br><br>Assigned for All Purposes To:<br>Hon. David I. Hood<br>Dept.: 24<br><br>**NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES AND EXPENSES, AND CLASS REPRESENTATIVE SERVICE PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT MOTION FOR FINAL APPROVAL**<br><br>Date: December 11, 2026<br>Time: 8:30 a.m.<br>Dept.: 24 |

**PLEASE TAKE NOTICE** that on December 11, 2026, at 8:30 a.m. in Department 24 of the above-entitled Court, located at 801 10th Street, 4th Floor, Modesto, CA 95354, Plaintiff Rafaela Carranza ("Plaintiff" or "Class Representative"), on behalf of herself and all persons similarly situated will and hereby do move this Court pursuant to California Code of Civil Procedure § 382 and California Rule of Court, Rule 3.769 for an order of final approval of the class action settlement, which will accomplish the following: certify the class for settlement purposes only; approve the class action settlement embodied in the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"); confirm Plaintiff as the Class Representative; confirm the appointment of Class Counsel; approve the Class Representative Service Payment to the Class Representative; and approve Class Counsel's application for attorney's fees and litigation costs; and enter judgment approving the class action settlement.

The grounds for this Motion, as set forth in the attached memorandum of points and authorities and supporting declarations, are that this is a fair and reasonable settlement that benefits the class and was the product of informed, non-collusive negotiations by parties who were represented by experienced and able counsel. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996); Manual for Complex Litigation, (Second), § 30.44 (1985).

Plaintiff bases this Motion on this Notice and the accompanying Memorandum of Points and Authorities, the Declarations of Natalie Haritoonian, Madely Nava, and Rafaela Carranza, the complete pleadings, records and files in the case, and such other further oral and documentary evidence which may be submitted at or before the hearing on this Motion.

DATED: November 13, 2026

D.LAW, INC.

By: _____

Natalie Haritoonian
Attorneys for Plaintiff RAFAELA CARRANZA, on behalf of herself and others similarly situated

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## MEMORANDUM OF POINTS AND AUTHORITIES

## I. INTRODUCTION

On June 12, 2026, this Court entered an order preliminarily approving a class action settlement entered into on behalf of all persons employed by Defendant in California and classified as a non-exempt, hourly employee who worked for Defendant at any time between February 23, 2020, to June 12, 2026 ("Class Members.") Under the settlement, the wage and hour claims of 107 Class Members who did not opt out will be resolved for $170,000.00. The settlement is fair, reasonable, and the product of serious, non-collusive negotiations.

Notice of the settlement was distributed in accordance with the Court's preliminary approval order, and the response was excellent. In response to the mailing, **zero class members objected** to the settlement, **zero disputed** the number of workweeks, and **zero opted out**. (Declaration of Natalie Haritoonian in Support of Final Approval ("Haritoonian FA Decl."), ¶ 10. The fact that there was a 100% participation rate indicates that the persons most affected by Defendant's alleged practices and who stand to benefit most from the settlement agree that this is an outstanding result and a strong indication that the settlement is fair and adequate, and that Class Members found it to be so. (Haritoonian FA Decl., ¶ 10.) This is a "checks mailed" settlement—in other words, anyone who has not opted out will receive a settlement payment. These payments will average **$680.69 per Class Member,** and the highest settlement payment is **$2,405.53**. (*Id.,* at ¶ 8.) In the opinion and experience of Class Counsel the settlement is fair, adequate and reasonable and will convey a substantial benefit to all Class Members.

Consequently, Plaintiff Rafaela Carranza ("Plaintiff" or "Class Representative"), on behalf of Class Members, move this Court for an order: (1) certifying this lawsuit as a class action for settlement purposes only; (2) approving the class action settlement embodied in the Class Action and PAGA Settlement Agreement ("Settlement" or "Stipulation"), previously filed with Plaintiff's preliminary approval papers; (3) confirming Plaintiff as Class Representative; (4) confirming the appointment of Natalie Haritoonian and Jonas Agle of D.Law, Inc. as Class Counsel; (5) approving the Class Representative Service Payment to Plaintiff; (6) approving Class Counsel's application for attorneys' fees and litigation costs; and (7) approving the Administration Expenses Payment in the

amount of $5,000.00. The proposed Settlement satisfies the criteria for final settlement approval under California law. All factors to be considered by the Court, including the strength of Plaintiff's claims, the risk, expense, complexity and likely duration of further litigation, the risk of obtaining and maintaining class action status through trial, the settlement benefits, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, and the positive response by the Class Members to the Settlement (*e.g.* the participating Class Members represented 100% of the class) weigh in favor of final approval. (Haritoonian Decl., *passim.*)

## II. FACTS AND PROCEDURAL HISTORY

### A. PROCEDURAL HISTORY

#### 1. Plaintiff's Claims

On February 23, 2024, Plaintiff filed a class action complaint against Defendant alleging nine causes of action: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability under Labor Code § 226.7; (4) Rest Break Liability under Labor Code § 226.7; (5) Violation of Labor Code § 203; (6) Violation of Labor Code § 204; (7) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (8) Failure to Produce Requested Employment Records under Labor Code §§ 226(b), 1198.5; and (9) Violation of Business & Professions Code § 17200 *et seq*. (Haritoonian Decl. at ¶ 5.)

On February 25, 2025, Plaintiff submitted a Private Attorneys General Act ("PAGA") notice letter to the Labor Workforce Development Agency ("LWDA") and served Defendant. (Haritoonian Decl. at ¶ 6.) The LWDA did not express an interest in investigating Plaintiff's claims within the 65-day period. (*Id*.) Therefore, on November 17, 2025 Plaintiff filed a First Amended Complaint adding a cause of action for penalties under the Private Attorneys General Act ("PAGA"). (*Id*.) The First Amended Complaint alleged sixteen causes of action: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code §§ 201-203, 227.3; (7) Violation of Labor Code § 204; (8) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (9) Failure to Produce Requested Employment Records Under Labor Code §§ 226(b), 1198.5; (10) Violation of

Labor Code § 246; (11) Failure to Pay Reporting Time Pay; (12) Violation of Labor Code § 221; (13) Failure to Provide One Day's Rest in Seven Under Labor Code §§ 551 and 552; (14) Violation of Labor Code § 2802; (15) Violation of Business & Professions Code §§ 17200, et seq; and (16) Penalties under Private Attorney General Act ("PAGA"), Labor Code § 2698. (*Id*.)

2. Plaintiff's Investigation[1]

Class Counsel has engaged in substantial factual and legal investigation to reach this point. Before filing the lawsuit, Class Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the law applicable thereto. This required thorough discussions and interviews between Class Counsel and Plaintiff, as well as preliminary research into the various legal issues involved in the case. (Declaration of Natalie Haritoonian filed in support of Plaintiff's Motion for Preliminary Approval on January 27, 2026 ("Haritoonian PA Decl.") Decl. ¶ 13.) After conducting their initial investigation, Class Counsel determined that Plaintiff's claims were well-suited for class and representative action adjudication owing to what appeared to be a common course of conduct affecting a similarly situated group of employees. (*Id*.)

Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including: (1) conducting informal discovery, and meeting and conferring with defense counsel about same; (2) reviewing and analyzing timekeeping and payroll records as well as employment handbooks, Plaintiff's personnel files, relevant policies and other documentation; (3) researching the applicable law and potential defenses; (4) constructing damage models based on interpretations of California law; and (5) reviewing information provided by Defendant at the mediation. (*Id*. at ¶ 14.)

3. Summary of Liability Claims[2]

a. Minimum Wages and Overtime

Plaintiff alleged that Defendant failed to pay Plaintiff and Class Members' minimum wages and overtime for all hours worked. Specifically, at the start of Class Members' shifts, they were

[1] For a full discussion, *see* the Declaration of Natalie Haritoonian in support of Preliminary Approval of Class Action Settlement ("Haritoonian PA Decl."), previously filed herein.

[2] For a full discussion, *see* the Declaration of Natalie Haritoonian in support of Preliminary Approval of Class Action Settlement ("Haritoonian PA Decl."), previously filed herein

required to spend several minutes waiting in line to be able to access the time clock and clock in. (Declaration of Natalie Haritoonian filed in support of Plaintiff's Motion for Preliminary Approval on February 28, 2025 ("Haritoonian PA Decl.") ¶ 30.) Moreover, Class Members were required to wait in line to access the time clocks after returning from their lunch breaks resulting in further off the clock work. (*Id.*) Plaintiff was required to clock in at exactly 5:55am and reports that if she clocked in early, she would not be paid for the time. (*Id.*) There were two timeclocks in the facility, but Plaintiff was directed to use only the timeclock on the production floor. (*Id.*) Numerous employees were required to use the same timeclock to clock in both at the start of the work day and when returning from a meal period, which resulted in lines forming and employees frequently having to wait minutes to be able to clock in. (*Id.*) To comply with Defendant's demands, Plaintiff was required to arrive several minutes early and spend more than five minutes putting on her helmet and earplugs and waiting in line to access the timeclock prior to clocking in. (*Id.*)

Defendant contended that it paid for all reported hours worked, that Class Members were trained to record all hours worked, were trained and instructed that off clock work was not allowed and violates Company policy, and that they paid proper minimum and overtime wages according to their time records. (*Id*. at ¶ 31.) Defendant also asserted that Class Members are required to review and certify their time records for accuracy before submitting them to Defendant, and Class Members, including Plaintiff, did certify that their time was accurate. (*Id*.) Defendant also maintained that the allegations regarding failure to pay wages for hours worked in excess of eight hours in a day did not constitute violation because they were subject to a lawful alternative workweek schedule. (*Id*.) Defendant also argued that not all Class Members waited in line to use a time clock based on Defendant's staggered schedule for its employees, and even if there was a wait it would be de minimis and result in individual inquiries. (*Id*.) Defendant argued that given their written policies and practices, any unrecorded hours were likely subject to individualized inquiry and unlikely to be certified. (*Id*.) Given the difficulty in certifying this claim, Class Counsel had to apply a significant discount to damages based on this theory. (*Id*.)

Class Counsel estimated Defendant's exposure on unpaid wages claims to be approximately $109,905. (*Id*. at ¶ 32.)

b. Meal Break Claims

Plaintiff argued that Defendant had a common practice and policy of denying compliant meal periods and that Defendant's meal policies were facially defective. (Haritoonian PA Decl. ¶ 30.) Specifically, if Plaintiff and Class Members spent more than 30 minutes clocked out for lunch, they would be reprimanded by supervisors. (*Id*.) To avoid this, Plaintiff and Class Members frequently cut short their meal periods to not run afoul of Defendant's prohibition on taking lunch periods longer than 30 minutes. (*Id*.) The time and pay records indicate numerous meal breaks of less than thirty minutes. (*Id*.) Moreover, Plaintiff and Class Members would have to end their meal period several minutes early, walk from the lunch room to the time clock on the production floor, and wait in line to clock in, to ensure their time punches did not run afoul of Defendant's prohibition on taking lunches longer than 30 minutes. (*Id*.) Before clocking back in after lunch, Plaintiff would also have to reapply heat-protective tape to her hands, resulting in more off-the-clock work. (*Id*.) Additionally, Defendant's own time and pay records indicate that Class Members often took lunch periods of less than thirty minutes, took late meal periods, or missed their meal period entirely. (*Id*.) According to Defendant's payroll data, during the class period, more than 50% of shifts longer than five hours did not have a compliant meal period. (*Id*.) Despite these violations, Defendant paid only a negligible number of meal premiums. (*Id*.) For each meal period missed, of less than 30 minutes, or taken late for which the employee was not provided a reasonable opportunity to take a complete and timely meal period, an employer must pay the employee an additional one hour of compensation. Labor Code § 226.7. This additional hour of compensation is referred to as "premium pay." To comply with these laws, every employer must keep, for each employee, accurate time records showing when the employee begins and ends each work period and takes their meal periods. See Wage Order 1-2001(7)(A)(3).

Defendant disagreed with Class Counsel's interpretation of the law and facts. Defendant contended it maintained a compliant meal period policy and that Class Members were given a reasonable opportunity to take their meal periods, but voluntarily chose not to take them. (*Id*. at ¶ 35.) Specifically, contented the meal period violation rate if only 19.7% and they paid approximately 146 meal period premiums. (*Id*.) Defendant argued that Class Members were given a reasonable

opportunity to take their meal periods, and if there are any facially non-compliant meal periods in Class Members' time records it is because the employee voluntarily chose not to take the compliant meal period Defendant provided and/or voluntarily chose to deviate from Defendant's lawful meal period policy and requirements. (*Id*.) Defendant claimed this is especially the case because many Class Members work ceased and they took their meal period together at the same time, as a result, there can be no doubt that Defendant provided the opportunity to take a compliant meal period. (*Id*.) Further, Defendant alleged Class Members are generally given a two-minute notice notifying them when it is time to take their meal periods, which provides them with 32-minute meal periods and accounts for any time spent walking to and from the timeclocks and waiting to clock-in (which if any, is minimal). (*Id*.) Defendant also claimed Class Members meal periods are also staggered so not all Class Members are clocking in and out at the timeclocks at the exact same time. (*Id*.) Further, Defendant stated, Class Members also opted to waive their eligible meal periods using Defendant's lawful meal period waiver form. (*Id*.) Lastly, Defendant contended that when submitting their time records Class Members affirm and certify that they took all legally required meal periods. (*Id*.) Class Counsel estimated Defendant's maximum total exposure on the meal break claim at approximately $156,911.00. (*Id*. at ¶ 36.)

c. Rest Break Claims

Plaintiff contended that Defendant did not provide Class Members with paid 10-minute rest breaks for every four hours or major fraction thereof. (*Id*. at ¶ 37.) Class Members consistently worked in excess of consecutive four-hour shifts and were entitled to paid rest breaks of not less than ten minutes for each consecutive four-hour shift which they were denied. (*Id*.) Class Members argued they were required to work through their rest breaks, and through their entire shifts. (*Id*.)

Defendant maintained that they did provide the reasonable opportunity for Class Members to take duty-free rest breaks. (*Id*. at ¶ 38.) Defendant also pointed out that, unlike meal periods, rest breaks need not be recorded, and Defendant disputes all allegations that breaks were not received.. (*Id*.) Defendant also claims that Class Members work ceased and they took rest breaks together at the same time, so Defendant provided the opportunity to take a compliant rest break. (*Id*.) Defendant further informed that three rest breaks are provided to Class Members that work shifts that are

scheduled for 10 hours or more, which is more generous than California law (which only provides a third rest break for shifts that are more than 10 hours). (*Id*.) Also, Defendant asserted that when submitting their time records Class Members affirm and certify that they took all legally required rest breaks. (*Id*.) As these considerations would likely depress the damages vel non ultimately awarded, Class Counsel applied significant and appropriate discounts to the rest-break claim. (*Id*.)

Class Counsel estimated Defendant's maximum total exposure on the rest break claim at approximately $156,911.00 (*Id*. at 39.)

d. Derivative Claims

Based on the foregoing violations, Plaintiff also alleged a cause of action under Labor Code § 226(a). Class Counsel estimated Defendant's maximum total exposure on the 226 claim at approximately $184,000.00. (Haritoonian PA Decl. ¶¶ 40-42.) Additionally, Plaintiff argued that Defendant has violated Labor Code § 203 for failing to pay former employees their final wages at termination. Class Counsel calculated the exposure under this claim as $321,952.00 (Haritoonian PA Decl. ¶¶ 43-46.) Of course, this claim presents its own unique challenges such as the need for actual injury, a willful failure to pay wages and/or court discretion in the amount of penalties awarded. (*Id.*) Further, Plaintiff also alleged a cause of action under Labor Code § 2802 for a failure to reimburse for necessary business expenses. Class Counsel's expert estimated Defendant's maximum total exposure on the 2802 claim at approximately $5,350 (Haritoonian PA Decl. ¶ 48). Class Counsel believes it would be difficult to recover on this claim because Defendant did not require Class Members to use their personal cell phones or home internet, and it is an individualized claim that only applies to Plaintiff and it would be difficult to certify in light of all the preceding arguments. (*Id.*)

Plaintiff also alleged that Defendant failed to provide required California paid sick days and further failed to distribute and maintain required documentation concerning how many sick days were available in violation of California Labor Code § 246. (Haritoonian PA Decl. ¶ 49). Defendant contended that it provided paid sick leave and at the proper regular rates when applicable. Defendant further contended that any bonuses paid were discretionary in nature and not required to be included in the regular rate at all. (*Id.* at ¶ 50.) Class Counsel estimated Defendant's maximum total exposure

on the paid sick leave claim at approximately $41,520. (*Id.* at ¶ 51.)

Additionally, Plaintiff also alleged that, on occasion, Defendant would require Class Members to come in to work, only to send them home immediately due to a lack of available work. (Haritoonian PA Decl. ¶52.) Section 5(A) of the applicable Wage Order(s), requires that for "[E]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." (*Id.*) Class Counsel estimated Defendant's maximum total exposure on the reporting time pay claim as $62,764.4. (*Id.* at ¶ 54) Defendant contended that, to the extent any employees were sent home within the first half of their scheduled work day, Defendant appropriately paid for any necessary reporting time, and raises individual inquiries. (*Id.* at ¶ 53.)

Plaintiff also alleged that, on occasion, Defendant would unlawfully collect wages from employees for insurance payments that employees never agreed to, in violation of Labor Code § 221. (Haritoonian PA Decl. ¶55.) Defendant contended that any deductions were lawful and agreed to by employees, and raises individual inquiries. (*Id.* at ¶ 56.) Class Counsel estimated Defendant's maximum liability on the unlawful deduction claim as $0 given Defendant's defenses and potential hurdles facing certification of this claim. (*Id.* at ¶ 57.) Plaintiff also alleged that Defendant required Class Members to work more than six days out of seven. (Haritoonian PA Decl. ¶58.) At all relevant times herein, Labor Code § 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. (*Id.* at ¶ 59.) Additionally, Labor Code § 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. (*Id.*) Defendant contended that it did not mandate more than six consecutive days of work out of seven, and would raise individual inquiries. (*Id.* at ¶ 61.) Class Counsel estimated Defendant's maximum exposure of the day's rest in seven claim as $23,536.65. (*Id.* at ¶ 62.)

Moreover, the Labor Code Private Attorneys General Act, Labor Code § 2699 et seq., allows Plaintiff to obtain civil penalties on behalf of herself and other class members for Defendant's violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Class

Counsel's retained damages expert estimated Defendant maximum total exposure on the PAGA claim at approximately $387,500.00 (Haritoonian PA Decl. ¶¶ 63-66.)

**B. MEDIATION**

Class Counsel assessed liability and damages based on this information and determined that the case was appropriate for consensual resolution given the high level of risk present for both sides. (Haritoonian PA Decl. ¶ 15.) The parties participated in mediation with Craig Ackermann, Esq., an experienced mediator in wage and hour class actions. (Haritoonian PA Decl. ¶ 16). As a result of the mediation, the parties agreed to settle the lawsuit according to the terms set forth in the Settlement. (*Id*.)

The Settlement is the product of extensive arm's-length negotiations between the parties. (Haritoonian Decl. ¶ 7.) The parties are represented by experienced class action attorneys. (*Id*.) In order to reach the Settlement, the parties debated, discussed, and resolved many difficult legal and factual issues. (*Id*.) Moreover, during the process the parties were required to make reasonable compromises in light of the facts, issues, and risks presented in this action. (*Id*.) Class Counsel also considered the burdens of proof necessary to establish liability against Defendant and Defendant's defenses, the length and complexity of the trial itself, and the risks of further delays and expenses arising from possible appeals. (*Id*.) Assessment of all of these factors indicated that the best interests of Class Members would be served by a settlement of this action in the manner and upon the terms set forth in the Class Action and PAGA Settlement attached to my declaration in support of preliminary approval ("Settlement"). (Haritoonian Decl. ¶ 7.)

**C. THE TERMS OF THE SETTLEMENT**

The amount available for distribution to Class Members who do not opt out of the settlement is $170,000.00 less the following deductions: (1) up to $56,666.67 for the Class Counsel Fees Payment; (2) up to $20,000.00 for the Class Counsel Litigation Expenses Payment; (3) up to $7,500.00 for the Class Representative Service Payment; (4) up to $5,000.00 for the Administration Expenses Payment; (5) $6,000.00 to the LWDA PAGA Payment; and (6) $2,000.00 to the Aggrieved Employees for the Individual PAGA Payment. (*Id.* at ¶ 8.)

### D. NOTICE TO THE CLASS MEMBERS

Following the entry of the order of preliminary approval, the parties directed Apex Class Action to send out the court-approved notice forms. (*See* Haritoonian Decl. ¶ 10; *see also* Ex. A, Nava Decl. ¶¶ 1-19.) The notice process occurred according to the Court's order granting preliminary approval of the settlement. Apex sent the Notice Packets to the last-known address of each Class Member. Of the 107 Class Members who were sent notice, 11 Notice Packets were returned to Apex by the Post Office and 3 Notice Packets were re-mailed. (Nava Decl. ¶¶ 6-9.) In response to the mailing, **zero class members objected** to the settlement, **zero disputed** the number of workweeks, and **zero opted out**. (Haritoonian Decl. ¶ 11; Nava Decl. ¶ 11-13.)

## III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

Plaintiff respectfully submits that the Court should grant final approval not only because the settlement is fair but also because public policy favors settlement over continued class-action litigation. *See, e.g., Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 434 ("Courts have long acknowledged the importance of class actions as a means to prevent a failure of justice in our judicial system."); *State v. Levi Strauss & Co.* (1986) 41 Cal. 3d 460, 471 ("[T]he consumer class action is an essential tool for the protection of consumers against exploitative business practices."); *Class Plaintiffs v. City Of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276 ("[S]trong judicial policy . . . favors settlements, particularly where complex class action litigation is concerned."); Conte & Newberg, *Newberg on Class Actions* (4th ed. 2002) § 11.41.

### A. CRITERIA FOR SETTLEMENT APPROVAL

Class action settlements are subject to a two-step approval process. First, the court makes a preliminary evaluation of the fairness of the settlement based on a written motion for approval, the settlement agreement, a proposed notice to the class, a proposed order granting a settlement hearing, and an informal presentation from the settling parties. If, after a preliminary hearing, the court determines that the settlement appears to be within the "range of reasonableness," the court may initiate the second step by directing that the class be given notice of a formal settlement hearing. *See Newberg on Class Actions* at § 11.25. At the formal hearing, evidence may be presented in support

of, and in opposition to, the settlement. The above procedures, commonly used by California courts and endorsed by Professor Newberg, safeguard the procedural due process rights of putative class members. *Id.* at § 11.22 et seq.

The first two stages have been completed here. Now, at the final approval stage, the decision facing the Court is whether the settlement is fair, adequate, and reasonable. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App 4th 224, 235. Among the relevant considerations in reaching this final determination are (1) the strength of plaintiff's case balanced against the benefits of the settlement, and (2) the complexity, expected duration, and expense of further litigation. *Id.; see also Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.

In evaluating the fairness of a settlement proposal, courts must give "proper deference to the private consensual decision of the parties," because "the Court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties." *Hanlon v. Chrysler Inc.* (9th Cir. 1998) 150 F. 3d 1011, 1027; *Dunk*, 48 Cal.App.4th, at 1801 ("Due regard should be given to what is otherwise a private consensual agreement between the parties.") Accordingly, the Court should take into account the informed recommendations of counsel and the parties. *See Kirkorian v. Borelli,* (N.D. Cal.1988)695 F. Supp. 446, 451 (the recommendation of experienced counsel carries significant weight in the court's determination of the reasonableness of the settlement); *Vulcan So. of Westchester County, Inc. v. Fire Department of White Plains* (S.D.N.Y. 1981) 505 F.Supp.955, 967 (same). A presumption of fairness exists where (1) the settlement is reached through 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, supra,* 48 Cal.App.4th at 1794.

Applying this final-approval criterion evidences substantial grounds for granting this Motion.

**B. THE SETTLEMENT AGREEMENT FULFILLS ALL FINAL APPROVAL CRITERIA**

1. The Settlement Follows Substantial Investigation and Discovery and Is the

Product of Serious, Informed, Non-Collusive Negotiations in Which Parties Were Represented By Experienced Counsel.

The settlement is the result of extensive negotiations, conducted at arm's length, and informed by substantial factual and legal investigations. (Haritoonian Decl. ¶ 7.) Throughout this case, Plaintiff and Class Members have been represented by experienced counsel (Haritoonian PA Decl. ¶¶ 3-9).

Class Counsel have devoted a substantial amount time on this case, including but not limited to researching various legal issues prior to and after filing this action; drafting and reviewing pleadings; conducting informal discovery; meeting and conferring with defense counsel; preparing for class certification; reviewing and analyzing the documents produced by Defendant, including the timekeeping and payroll records for a sampling of Class Members, and other documentation; regularly communicating with Plaintiff; preparing for and attending mediation; negotiating and finalizing the Settlement including several revisions thereof; drafting documents for preliminary and final approval, including documents for the administration of the settlement; briefing for the hearing on the motion for preliminary approval of the class action settlement; and coordinating and overseeing the administration of the settlement. (Haritoonian PA Decl.¶ 14).

Among those matters considered during the course of settlement negotiations were the risks, expenses, and length of further litigation, including the appeals process; the present state of the law as it applies to wage and hour class actions; the present value of a settlement versus the long wait occasioned by any potential judgment in favor of the class; and the burdens of proof necessary to establish liability against Defendant's defenses to the action. (Haritoonian PA Decl. ¶¶ 26-69; Haritoonian Decl. ¶ 7). These factors each indicated that the interests of Class Members are best served by a settlement of this action as set forth in the Settlement. Moreover, as experienced litigators in employment class action cases, Class Counsel believe that the Settlement is fair and reasonable and serves the best interests of the Class Members. (Haritoonian Decl. at ¶¶ 7-9).

2. The Settlement is Reasonable and Therefore Falls within the Range of Approval by this Court.

Significant in evaluating the foregoing $170,000.00 settlement are the risks at trial (or an

appeal), as well as the costs of continuing the litigation. (Haritoonian Decl. ¶ 7.) Defendant contends that the class would not be able to establish its entitlement to the full extent of the relief it is seeking, and promised to mount a vigorous defense. (*Id.*) On the other hand, Plaintiff believes that there is ample evidence to support the class allegations. (*Id.*) Under these circumstances, and in light of the risks inherent in further litigation, it was reasonable for Plaintiff and Class Counsel to elect to settle the action. (*Id.*) Plaintiff appreciates that, in addition to the litigation risks of continued proceedings, the proceeding itself would be potentially complicated and expensive, and even if ultimately successful absent the settlement, Class Members might see no recovery until the lengthy appellate process is complete. (*Id.*) In contrast, the settlement provides immediate benefits to the class.

From the evaluation of the benefits offered to the class by the Settlement, as well as the expense, delay, and risk of going forward to trial, with subsequent appellate proceedings, the settlement fairly, adequately, and reasonably achieves the goals of Plaintiff and advances the interests of the class. In short, the settlement falls within the "the range of reasonableness" necessary for final approval.

3. Class Members Received The Best Practicable Notice.

California law vests the Court with broad discretion in fashioning an appropriate program to provide the best notice practicable.[3] *See Cartt v. Superior Court*, 50 Cal. App. 3d 960, 973-74 (1975); *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1392 (2010); *Cho v. Seagate Tech. Holdings, Inc.*, 177 Cal.App.4th 734, 745-746 (2009); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985).[4] The content and method of notice should be designed to apprise the class members of the terms of the proposed settlement and of their rights to participate in, object to or opt out of the settlement. *See Mullane*, 339 U.S. at 314; *In re Vitamin Cases*, 107 Cal. App. 4th 820, 828 (2003).

[3] The California Supreme Court has authorized California's trial courts to use Federal Rule 23 and cases applying it for guidance in considering class issues. *See Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971); *Green v. Obledo*, 29 Cal. 3d 126, 145-46 (1981). Where appropriate, therefore, the parties cite Federal Rule 23 and federal case law in addition to California law.

[4] *See also Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175-75 (1974) (individual notice must be sent to all class members who can be identified through reasonable efforts); *Mullane v. Central Hanover Bank & Trust Company*, 339 U.S. 306, 314 (1950) (best practicable notice is that which is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections").

The Notice preliminarily approved by the Court met these requirements: it explained the nature of the litigation; the material terms of the Settlement; the amount of the Fee, Expense and Class Representative Service Payment sought; how a Class Member could participate in, object to, or be excluded from the Settlement; and to whom to direct inquiries.

4. Zero Class Members Have Objected to the Settlement and Zero Class Members Have Opted Out of the Settlement.

A presumption of fairness exists where the percentage of objectors and opt-outs is small.*7-Eleven Owners for Franchising v. Southland Corp.* (2000) 85 Cal. App.4th 224, 244; *Hanlon v. Chrysler Corporation* (9th Cir. 1998) 150 F.3d 1011, 1025-1026. Here, in response to the mailing, **zero class members objected** to the settlement, **zero disputed** the number of workweeks, and **zero opted out**. (Haritoonian Dec., ¶ 11.)

5. The Class Representative Service Payment to Plaintiff Is Reasonable and Fair.

Class action settlements typically provide for an incentive or enhancement payment to the named plaintiff for bringing and helping to prosecute the action. Courts routinely approve these supplemental payments. *See Newberg on Class Actions* at § 12.46; *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294; *Bogosian v. Gulf Oil Corp.* (E.D. Pa. 1985) 621 F. Supp. 27 (award of $20,000.00 each to two class representatives in antitrust case); *Bryan v. Pittsburgh Plate Glass Co. (PPG Industries, Inc.)* (W.D. Pa. 1973) 59 F.R.D. 616, 617, *aff'd* 494 F.2d 799 (3d Cir.), *cert. denied* in *Abate v. Pittsburgh Plate Glass Co.* (1974) 419 U.S. 900.[5]As the *Staton* court noted:

> [N]amed plaintiffs . . . are eligible for reasonable incentive payments. The district court must evaluate their awards individually, using relevant factors includ[ing] the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefited from those actions, . . . the amount of time and effort the plaintiff expended in pursuing the litigation . . . and reasonabl[e] fear[s] of workplace retaliation.

[5] Moreover, California trial courts routinely approve enhancement payments to class representatives in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide Financial Corporation* (2005) San Diego Sup.Ct. Case No.GIC840981 ($35,000); *Hogue v. WH Smith of Nevada, Inc.* (2004) San Diego Sup.Ct.Case No.GIC830653 ($20,000); *Fiez v. Brown Group Retail Inc., d.b.a. Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381 ($35,000 to current employee of defendant and $20,000 to former employee); *Barry v. Cost Plus, Inc.* (2003) OCSC No. 01CC00380 ($35,000 for each named plaintiff); *Lajoie v. The Picture People, Inc.* (2003) Orange County Sup.Ct.Case No.OlCC00324 ($25,000 each for two named plaintiffs); *Franco v. Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 ($35,000 for each named plaintiff); *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No. BC 178775 ($20,000 for each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles Sup. Ct. Case No.BC 234231 ($25,000).(*See* Haritoonian Decl. ¶ 33).

*Staton v. Boeing* (9th Cir. 2003) 327 F.3d 938, 977 (citation omitted).The retaliation issue identified in *Staton v. Boeing* extends outside the immediate workplace. It is common knowledge that the modern-day workforce is quite mobile, with employees holding several jobs in a career during their lifetime. It is also true that prospective employers in this computer age do extensive background checks to see whether applicants have ever filed a lawsuit or been sued.

Here, Plaintiff served as the class representative throughout this litigation. Plaintiff is therefore entitled to the relatively modest Class Representative Service Payment sought in the amount of $7,500.00 for her efforts and initiative in bringing and helping to prosecute this action. (Haritoonian Decl. ¶¶ 29-33; Declaration of Rafaela Carranza ("Carranza Decl." ¶¶ 1-8)). Plaintiff has spent numerous hours with Class Counsel discussing the case facts and the law and preparing for the mediation. (Carranza Decl. ¶ 5) In the end, Plaintiff decided to vindicate not only her own rights but also those of her co-workers by filing the instant class action lawsuit.

The courage it took to stand up to Defendant here should not be underestimated. Few people want to confront their employers, let alone sue them. (Haritoonian Decl. ¶ 30.) By suing her former employer, Plaintiff increased the risk of retaliation by prospective employers to which they may apply in the future. (*Id*.) Plaintiff has now cost Defendant a substantial sum of money through her courage in vindicating her rights and the rights of past and present workers; this conduct will not be lost on a prospective employer who has to choose between an applicant who has never sued a prior employer and one who has. (*Id.*) This risk is particularly real in the information age, where employers can, more easily than ever, perform background checks of prospective employees, sometimes with the stroke of a key or just typing a few words on Google's home page. (*Id.;* Carranza Decl. ¶ 8.)

But Plaintiff did not allow her fear of the potential repercussions of being the class representative deter them from acting for the benefit of Class Members. (Haritoonian Decl. ¶ 31.) Quite the contrary, Plaintiff was intimately involved from the start. (*Id*.) She has devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this action at every stage of the litigation. (Haritoonian Decl., ¶ 31; Carranza Decl. ¶ 4.) Plaintiff conferred with Class Counsel on numerous occasions to discuss every aspect of this case; provided information

about Defendant; reviewed documents; produced documents; identified witnesses; monitored the progress of the litigation; took the time to apprise herself of the facts, issues and law regarding the claims at issue, spent time with Class Counsel discussing the terms of the settlement and have reviewed and executed the Stipulation. (*Id.*) In all, Plaintiff estimates that she has devoted numerous hours in preparing the Action and seeing it through to settlement. (*Ibid.*)

Plaintiff spent a significant amount of time with Class Counsel detailing her knowledge of Defendant's practices and assisting in the prosecution of this action. (Haritoonian Decl. ¶ 32.) She has diligently, adequately, and fairly represented Class Members and has not placed her interests above any member of the putative class. (*Id.*) Class Counsel believes that Plaintiff is entitled to a Class Representative Service Payment for the time and effort she has devoted to this case. Defendant has agreed not to oppose it. (*Id.*) Such payments to class representatives are a common feature of settlements negotiated by Class Counsel, and trial courts routinely approve them. (*Id.*)

Not only have Plaintiff's efforts been instrumental in generating a substantial benefit for Class Members, but—significantly—no Class Members have objected to the requested Class Representative Service Payment.

6. The Class Counsel Fee Payment Is Reasonable and Therefore Falls within the Range of Approval by the Court.

(i) The Requested Award of Attorneys' Fees Is Justified Based on the Percentage-of-the-Benefit Method.

The California Supreme Court recently held 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." *Laffitte v. Robert Half Intern. Inc.* (Aug. 11, 2016) 205 Cal.Rptr.3d 555, 573. Indeed, courts may use the "percentage method for its primary calculation of the fee award. The choice of a fee calculation method is generally one within the discretion of the trial court, the goal under either the percentage or lodestar approach being the award of a reasonable fee to compensate counsel for their efforts." *Id.*

The requested fees award in this case consists of one-third of the Gross Settlement Amount.

This percentage is consistent with both the Settlement and Plaintiff's contingency-fee agreement.[6] The requested attorneys' fee award is fair and reasonable under California's fee-shifting jurisprudence.[7] And it is consistent with the percentage of the common fund awarded to counsel in cases similar in character and geographical location to this one. (*See* Haritoonian Decl. ¶ 14-27).

An award of attorneys' fees equivalent to one-third percent of the common fund is commensurate with judicial precedent. *Laffitte v. Robert Half Intern. Inc.* (Aug. 11, 2016) 205 Cal.Rptr.3d 555 (confirming award of 1/3 the common fund as reasonable). It should also be noted that the California Supreme Court, even after observing that the Ninth Circuit had approved a federal benchmark of 25% for such percentage awards, refused to adopt it, or disturb the lower court's award of one-third of the common fund. *Id.* at 566.

Like the *Laffitte* court, several other courts in California have approved common-fund fee awards equal to or greater than the percentage requested in this case.

The foregoing example of 30 court orders is but a small sampling of state court orders. Various federal courts have made similar awards. *See, e.g., In re Pacific Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 379 (affirming an award equal to **33%** of the common fund); *In re Activision Securities Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1375 (awarding plaintiffs' counsel **32.8%** of the common fund created to settle the litigation); *In re Ampicillin Antitrust Litigation* (D. D.C. 1981) 526 F.Supp. 494 (awarding **45%** of $7.3 million settlement fund); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F. Supp. 1195, *aff'd* (2d Cir. 1980) 622 F.2d 1106 (approximately **53%** of the settlement fund awarded); *Van Gemert v. Boeing Co.* (S.D. N.Y. 1981) 516 F. Supp. 412, 420 (awarding **36%** of settlement fund); *Parker v. City of Los Angeles* (1974) 44 Cal.App.3d 556, 557-568 (affirming fee award to counsel of **one-third** (1/3) of recovery achieved).

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[6] The award of attorneys' fees and costs in this case is intended to reimburse Class Counsel for all of the uncompensated work that they have already performed and for all of the work they will continue to perform in carrying out and overseeing the administration of the settlement. Plaintiff in this action signed a contingency-fee agreement stating that Class Counsel could receive a fee under certain scenarios that exceeds one-third of the recovery. (Haritoonian Decl. ¶ 14)

[7] Moreover, the Labor Code specifically provides for an award of attorneys' fees and costs for some of employees' claims. *See, e.g.*,Lab. Code § 226. Plaintiff is also entitled to an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5.

In addition to the foregoing authority, Class Counsel is aware of several other cases where California state court judges have awarded fees equal to or greater than a third of the gross settlement amount in wage-and-hour litigation. *See also Moreno, et al. v. Miller Brewing* (April 2004) Los Angeles County Sup. Ct. Case No. BC 278170 (Hon. David M. Minning) (award equal to **33-1/3%**); *Eaton, et al. v. Adolph Coors Company, et al.* (2003) Orange County Sup. Ct. Case No. 01CC00140 (Hon. Stephen J. Sundvold) (at least **same award**); and *Evans, et al. v. Coca-Cola* (2001) Los Angeles County Sup. Ct. Case No. BC 220525 (Hon. Richard C. Hubbell) (at least **same award**). *See also Daum v. Claim Jumper Restaurants* (2006) Orange County Sup.Ct. Case No.02CC10201 (Hon. Ronald L. Bauer) (final approval of **same award**); *Moore v. IKEA* (2006) Los Angeles County Sup.Ct. Case No.BC263646 (Hon. Peter Lichtman) (final approval of **same award**); *Big Lots Overtime Cases* (Feb. 2004) San Bernardino County Sup.Ct. JCCP Proceeding No. 4283 (Hon. Walter L. Blackwell, III) (at least **same award**). (Haritoonian Decl. ¶ 25).

In fact, fees in excess of one-third of the settlement fund are often awarded. *See Crandall v. U-Haul* (Los Angeles County Sup.Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Sup.Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup.Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.,* Alameda County Sup. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Sup. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiffs' counsel in wage-and-hour class actions that had not proceeded to the class-certification stage. (Haritoonian Decl. ¶ 26)

Moreover, Class Counsel, in prior wage-and-hour class action lawsuits that received final approval similar to this one, received awards of thirty-five percent of the settlement amount for attorneys' fees. The requested amount is also in line with the foregoing case authority as well as the

practice in most wage-and-hour class actions. (*Id.* at ¶ 25.)

The amount requested here will fairly compensate Class Counsel for their successful vindication of Class Members' rights, taking into account the quality, nature, and extent of counsel's efforts, the outstanding results achieved, the fact that no Class Members objected to the fee amount, and the fact that the amount of fees for which approval is sought is consonant with legal precedent. Class Counsel has litigated numerous class actions and submits that this settlement was possible owing to Class Counsel's experience with such cases. (Haritoonian PA Decl. ¶¶ 3-9). Class Counsel's diligent, efficient, and creative pursuit of this matter positioned Plaintiff to settle this action successfully, affording redress to the entire class and avoiding the inevitable expense and risk attendant to protracted litigation. (Haritoonian Decl. ¶ 18-20.) In sum, it was through the efforts of Plaintiff and Class Counsel that the considerable benefits of the settlement were obtained.

In light of the foregoing the fee request in an amount equal to one-third of the Gross Settlement Amount as agreed upon in the Settlement is well within the bounds that have been established by the above-cited authority. **Defendant has no objection** to an award of fees in the amount requested. Moreover, the Class Notice mailed to Class Members stated the amount of fees requested by Class Counsel; however, **no Class Member has objected to an award of fees in the amount requested.**

(ii) The Requested Award of Attorneys' Fees Is Also Justified Based on the Lodestar Method.

Although *Laffitte* makes it clear that a lodestar cross-check is not necessary, Class Counsel's lodestar calculation nevertheless also supports the requested attorneys' fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee

award owing to the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra,* 20 Cal.App.3d at 49.

Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. (Haritoonian Decl. ¶ 16.) The reasonableness of Class Counsel's hourly rates has been cited and approved by judges in recent actions. (*Id.;*) The rates approved in these orders, while being approved for Los Angeles County, are also commensurate with the prevailing market rates in these counties. (*Id.;* Exh. A (the "Laffey Matrix"). Moreover, the Laffey Matrix rates have been held to be reasonable market rates when locally adjusted for inflation. *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691. For this reason, the Court should approve the rates of Class Counsel as reasonable in conjunction with awarding the requested fees and any lodestar calculations it makes when evaluating the request.

Moreover, the *Serrano* factors all militate in favor of the requested fee award. This case raised a number of complex and contested issues, and Class Counsel exhibited skill and creativity in prosecuting and presenting them. This case was not straightforward. Class Counsel had to spend time researching and analyzing each of these claims and issues in order to adequately assess the liability of Defendant. Class Counsel then had to develop the evidence necessary through discovery to establish Defendant's liability. This was done through carefully sifting through hundreds of pages of documents. (Haritoonian Decl. ¶ 18.)

In sum, Class Counsel had to come up with creative approaches to these issues in litigating the case and, ultimately, negotiating and crafting the settlement. (Haritoonian Decl. ¶ 19.) To this end, Class Counsel has devoted a tremendous amount of time and energy. (*Id*.) This time commitment was necessary in order to research, construct and prosecute viable legal claims in the face of stiff opposition, but it has come at a cost. (*Id*.) In particular, the time Class Counsel has devoted to this case has prevented them from taking on many other cases, including hourly work for which compensation for work done would have been more certain. (*Id*.) Class Counsel has also had to forgo a number of other potential employment matters that might have settled during the pendency of this litigation and yielded significant attorney's fees. (*Id*.) Despite these considerations,

Class Counsel zealously represented Plaintiff and the class and has obtained a favorable result. (*Id.*)

Such is not always the case. Indeed, Class Counsel has invested time and money into numerous other cases, including class actions, which have fizzled out for one reason or another, leaving Class Counsel completely without any compensation for their effort. (Haritoonian Decl. ¶ 19.) Here, Class Counsel has achieved a beneficial settlement for the class, but this was by no means a foregone conclusion; indeed their efforts might well have been frustrated by any number of obstacles with which she was presented along the way. (*Id.*) Nor could class certification be guaranteed. (*Id.*) In addition, Defendant could have exerted pressure on Plaintiff to dismiss her claims by offering them an individual settlement, an experience with which Class Counsel is not unfamiliar. (*Id.*) However, Class Counsel was able to navigate the shoals of unpredictability to achieve a desirable result, and have done so without receiving any compensation to speak of thus far because they took this case on a contingency-fee basis. (*Id.*)

From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and reasonable. Class Counsel conservatively estimates that it invested over 131 hours of attorney time in this matter. (Haritoonian Decl. ¶ 21). Natalie Haritoonian's billing rate is $992.00 per hour (9 years out of law school), and she spent 64 hours on this matter. (Haritoonian Decl. at ¶ 20.) Jonas Agle's billing rate is $610.00 (3 years out of law school), and he spent 75 hours on this matter. (*Id.*) The lodestar for Plaintiff's counsel is $109,238.00 ($63,488.00 for Natalie Haritoonian's time and $45,750.00 for Jonas Agle time) (*Id.*) Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers of between 5 and 10, or higher, are applied. *See, e.g., Wilson v. Bank of Am. Natl. Trust & Savs.Assn.*, No. 643872 (Cal. Sup.Ct., Aug. 16, 1982) (multiplier of 10); *Glendora Comm. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 456, 465 (affirming multiplier of 12, and expressly rejecting argument that fee was either exorbitant or unconscionable). The fee request of $56,666.67 results in a negative multiplier which further evidences the reasonableness of the request. (Haritoonian Decl. ¶ 21.)

(iii) The Requested Class Counsel Litigation Expenses Payment Is Reasonable

As of the date of the filing of this motion, the total costs for Plaintiff's Counsel are

$13,196.28 (Haritoonian Decl. at ¶ 28.) The Settlement provides for reimbursement to Counsel of up to $20,000.00 and Counsel hereby requests $13,196.28 which were all reasonably incurred in the prosecution of this action. These costs were reasonably necessary to the conduct of the litigation and were also reasonable in amount. *See* C.C.P. § 1033.5. (*Id*.)

## IV. CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES IS APPROPRIATE

The class is defined in the settlement as: all persons employed by Defendant in California and classified as a non-exempt, hourly employee who worked for Defendant at any time between January 31, 2020, to December 23, 2024.

### A. THE LEGAL STANDARD

Section 382 of the Code of Civil Procedure provides that "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all. Code Civ. Proc. § 382. Class certification under § 382 is appropriate when "(1) [t]here [is] . . . an ascertainable class; and (2) there [is] . . . a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented." *Daar v. Yellow Cab Co.* (1967) 67 Cal. 2d 695, 704 (citations omitted). The community-of-interest requirement itself embodies three factors: "(1) predominant questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470.

Any doubt as to the appropriateness of class treatment should be resolved in favor of class certification, subject to later modification if necessary. *Id*. at 473-475. The decision to certify a class is a purely procedural one, and should be based on the allegations in the operative complaint, and not in the perceived factual or legal merit of the class claims. *Linder v. Thrifty Oil Co*. (2000) 23 Cal.4th 429, 439-441.

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## B. ALL OF THE CRITERIA FOR CERTIFICATION OF THE SETTLEMENT CLASS ARE SATISFIED.

1. The Class Is Ascertainable.

The class is readily ascertainable because all Class Members worked for Defendant within the relevant class period and have already been identified through Defendant's employee and payroll files. (Haritoonian PA Decl. ¶ 72(b)) *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 932 (finding that "[c]lass members are 'ascertainable' where they may be readily identified without unreasonable expense or time by reference to official records.").

2. The Numerosity Requirement Is Satisfied.

The numerosity requirement is fulfilled simply when the individual joinder of all class members would be impracticable. A proposed class numbering "as few as 40 class members should raise a presumption that joinder is impracticable," thus satisfying the numerosity requirement. *Newberg on Class Actions* § 3.5. Here, there are at least 271 Class Members. (Haritoonian PA Decl. ¶ 72(a)). Therefore joinder would be impracticable, and a class-wide proceeding is clearly preferable and appropriate.

3. Common Issues of Law and Fact Predominate over Any Individual Issues.

The court should grant class certification when questions of law and fact common to all Class Members predominate over any questions affecting only individual members. *Hicks v. Kaufman &Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916 ("As a general rule, if the defendant's liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages. In order to determine whether common questions of fact predominate, the trial court must examine the issues framed by the pleadings and the law applicable to the causes of allegation alleged.").

The commonality and predominance requirements are "easily met," because "[when] the defendant has engaged in some course of conduct that affects a group of persons and gives rise to a cause of action, one or more of the elements of that cause of action will be common to all of the persons affected." *Gen'l Tel. Co. of Southwest v. Falcon* (1982) 457 U.S. 147, 155. Further, the fact that "calculation of individual damages may at some point be required does not foreclose the

possibility of taking common evidence on [liability issues]." *Sav-on Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 332 (holding that the legal question of whether the plaintiff-employees were nonexempt and therefore entitled to overtime was a common question that predominated over the individual questions of each employee's duties performed and hours worked); *Clothesrigger, Inc. v. GTE Corp.* (1987) 191 Cal. App.3d 605, 617 ("[T]he necessity for class members to prove their own damages does not mean individual fact questions predominate").

The scope of this case is narrowly focused on a specific class of persons employed by Defendant during a specific period of time. The common questions of law and fact in this case all stem from the claims that Class Members were not paid for all hours and did not receive meal and rest periods as a result thereof. They were subject to the same policies and practices. Plaintiff and Class Members all sought the same remedies. These common issues predominate over individual issues because identical evidence establishes liability as to all Class Members. (Haritoonian PA Decl. ¶ 72(f)) Under such circumstances, the commonality and predominance requirements are satisfied. *Stephens v. Montgomery Ward & Co., Inc.* (1987) 193 Cal. App. 3d 411, 421.

4. Plaintiff's Claims Are Typical.

A class representative's claims are typical of a class when they arise from the same event, practice, or course of conduct that gives rise to the claims of other putative class members, and if their claims rest on the same legal theories. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I. Custom Kitchens v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 ("[I]t has never been the law in California that the class representative must have identical interests with the class members."). Here, Plaintiff's claims are typical of Class Members' claims because they arise from the same factual basis and are based on the same legal theories. (Haritoonian PA Decl. ¶ 72(c)) Accordingly, the typicality requirement is satisfied.

5. Plaintiff and Class Counsel Adequately Represent the Class.

The adequacy requirement is met by fulfilling two conditions: (1) the class representative must be represented by counsel qualified to conduct the pending litigation, and (2) the class representative's interests cannot be antagonistic to those of the class. *McGhee v. Crocker-Citizens Nat. Bank* (1976) 60 Cal.App.3d 442, 451.

Both conditions are met here. First, Plaintiff and the class are represented by experienced and competent counsel. Class Counsel is qualified and has served as class counsel in numerous class actions. (Haritoonian PA Decl. ¶¶ 3-9.) Thus, Class Counsel is "qualified, experienced, and generally able to conduct the proposed litigation." *Miller v. Woods* (1983) 148 Cal.App.3d 862, 875. Second, Plaintiff has no conflicts with the class and their interests are aligned with those of the class. As a result of their effort, Class Members will benefit from financial recoveries. Accordingly, the adequacy requirement is satisfied. (Haritoonian PA Decl. ¶ 72(d)-(e).)

6. Class Treatment Is Superior to the Alternatives

Courts have long recognized that the class-action device often provides the sole procedural mechanism by which many individuals harmed by corporate wrongdoing can band together to achieve justice. Absent class treatment similarly situated persons with relatively small but nevertheless meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort, and expense required to prosecute individual actions. *See Hanlon, supra,* 150 F.3d at 1023. The United States Supreme Court has stated that "the policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights. The class action solves this problem by aggregating the relatively paltry potential recoveries into something worth someone's (usually an attorney's) labor." *Amchem Prods. v. Windsor* (1997) 521 U.S. 591, 617 (citation and quotation omitted).

Other relevant considerations regarding superiority include the improbability that each class member will come forward to prove his or her separate claim and whether the class approach would serve to deter or redress the alleged wrongdoing. *Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 435. In employment cases, concerns such as fear of the employer, lack of representation, size of claim, and the employee's perception about the difficulty of litigation, increase the likelihood that an employer will not be held accountable. Acknowledging these concerns, courts have noted that "[t]he risk entailed in suing one's employer are such that the few hardy souls who come forward should be permitted to speak for others when the vocal ones are otherwise fully qualified." *St. Marie v. Eastern RR Ass'n* (S.D.N.Y. 1976) 72 F.R.D. 443, 449 (overruled as to damages and liability but not as to

class certification). Here, the class approach serves to deter and redress the alleged wrongdoing by ensuring that all claims of Class Members are addressed.

Further, where, as here, the individual claims are relatively small and the socio-economic status and sophistication of the class members contrasts with that of the Defendant, a class action is particularly appropriate because the size of the individual claims "would prove uneconomic for potential plaintiffs" to pursue individually, as "litigation costs would dwarf potential recovery." *Hanlon, supra,*150 F. 3d at 1023. These issues from a practical standpoint generally lead to the unbalanced situation where the employer is represented by counsel, but the employee who seeks redress is not. Each of the above reasons compels the conclusion that a class action is the preferred method of resolution for this case. (*See* Haritoonian PA Decl. ¶ 72(g)(h).)

## V. CONCLUSION

For the reasons set forth herein, Plaintiff respectfully requests that this Court grant final approval of this settlement and enter the companion order.

DATED: November 13, 2026

D.LAW, INC.

By:_____
Natalie Haritoonian
Attorneys for Plaintiff RAFAELA CARRANZA, on behalf of herself and others similarly situated