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10 As an individual on behalf of herself and
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF KERN**

14 MARIA DIAZ, as an individual on behalf
15 of herself and on behalf of all others
16 similarly situated,

17 Plaintiff,

18 v.

19 CENTRAL VALLEY EGGS, LLC, a
20 Delaware Limited Liability Company; and
21 DOES 1-100, inclusive,

22 Defendants.

Case No.: BCV-22-102510

Assigned for All Purposes to:
Hon. Barnard C. Barmann, Jr.
Division H

MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND REQUEST
FOR ATTORNEY'S FEES AND COSTS

[Filed concurrently with Notice of Motion and
Motion; Declarations of Sepideh Ardestani and
Jennifer Beliveau; [Proposed] Order]

Date: May 20, 2024
Time: 8:30 a.m.
Div.: H

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1 **I. INTRODUCTION**

2 Plaintiff and Class Representative Maria Diaz seeks final approval of a non-reversionary
3 class action settlement resolving wage and hour claims on behalf of 1,065 individuals who worked
4 for defendant Central Valley Eggs, LLC (“CVE” or “Defendant”) as non-exempt employees in
5 California during the period of October 8, 2021 through August 30, 2023. The proposed \$125,000
6 total settlement provides about \$38,621 in cash payments to the Class, with an average award of
7 about \$36.47, plus additional amounts payable under PAGA. The remaining balance will cover
8 modest service awards to Plaintiff, settlement administration costs, civil penalties to the state, and
9 reasonable attorney’s fees and costs. The parties and their counsel finalized the settlement after
10 extensive and difficult arms-length negotiations overseen by an experienced and highly-regarded
11 mediator. The Court conditionally certified the Class and preliminarily approved the settlement on
12 February 20, 2024. Since then, the Court-approved notice form was mailed to the Class Members
13 on March 20, 2024, and they reacted very favorably to the settlement. No Class Members
14 requested exclusion, and there are no objections.

15 Class Counsel secured an excellent settlement with CVE after extensive
16 investigation, litigation, and settlement negotiation and administration, all without any
17 compensation for services rendered or costs expended. The class notice duly informed the
18 class members that Class Counsel would request attorney’s fees not to exceed 1/3 of the
19 Gross Settlement Amount, or \$41,666.67, along with reimbursement of no more than
20 \$15,000 for actual costs incurred litigating this matter. As of the filing of this motion, *not*
21 *one Class Member objected* to the proposed fee award. Consistent with the Settlement
22 and notice, Plaintiff now respectfully requests the Court award Class Counsel's fees in the
23 amount of \$41,666.67 and costs in the amount of \$12,815.18, as described in the
24 Declaration Sepideh Ardestani (“Ardestani Decl.”), filed herewith. The requested
25 attorney’s fees are well within the range of reasonableness, especially considering the
26 complex and risky nature of this litigation, the contingent risk assumed, the nearly four
27 year delay in payment and, when subjected to a lodestar crosscheck, result in a base
28 lodestar that is higher than the actual fee request.

1 Accordingly, on behalf of themselves and the Settlement Class, Plaintiffs respectfully
2 requests the Court grant this motion, give full and final approval to the settlement, grant Class
3 Counsel's request for attorney's fees and costs, and enter judgment accordingly.

4 **II. FACTUAL BACKGROUND AND PROCEDURAL POSTURE**

5 The details of the procedural and factual background of this matter were outlined in
6 the Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (filed on or about
7 January 9, 2024). To re-familiarize the Court with this litigation, Defendant CVE operates a
8 cage free egg farm in Wasco, California. Plaintiff Maria Diaz was been employed by CVE as a
9 non-exempt food plant sanitation crew member. Her duties included cleaning the processing
10 facility on a daily basis, as well as disassembling/reassembling, cleaning, and sanitizing all
11 production equipment within the processing plant. She typically worked Monday through Friday
12 9:00 pm to 5:30 a.m. but at times she was required to work 1-2 hours past her scheduled shift end
13 time. Plaintiff contends she was wrongfully terminated in December 2021 after she missed work
14 for medical reasons. [Ardestani Decl., ¶ 2.]

15 Plaintiff alleges CVE failed to pay all wages by both not paying all overtime and also by
16 miscalculating the amount of overtime due by not properly calculating the regular rate of pay. She
17 also alleges CVE did not provide all required meal and rest breaks, and further did not pay the
18 required premium pay for documented violations. Plaintiff also contends she regularly used her
19 personal cellular phone to communicate regarding shifts, and needing to arrive early or stay late,
20 but Defendant never received reimbursement. [Ardestani Decl., ¶ 3.]

21 Based on these allegations, on September 26, 2022, Plaintiff filed a class action complaint,
22 alleging claims for (1) unpaid minimum wages, (2) unpaid overtime wages, (3) unpaid premium
23 wages for late, short or denied meal and rest periods, (4) failure to furnish accurately itemized
24 wage statements, (5) failure to pay all wages due upon separation of employment, (6) failure to
25 reimburse business expense, and (7) unfair competition. Plaintiff filed a separate PAGA complaint
26 on December 2, 2022 after exhausting her administrative remedies. [Ardestani Decl., ¶ 4.]

27 CVE has at all times denied Plaintiff's allegations in both matters and maintained its
28 payroll policies and procedures comply with California law, that it paid the class members all

1 wages due, and that its compensation policies properly compensate the class members for all hours
2 worked. Defendant also strongly contends the case cannot be maintained as any kind of class or
3 representative action, arguing determining the number of potential off the clock hours worked by
4 each class member would result individualized issues predominating and that a trial on a
5 representative basis would be unmanageable. Defendant also noted it settled a prior wage and hour
6 class action with a release period of April 26, 2016 through October 27, 2021, and also settled a
7 earlier PAGA case with a release period of November 2, 2019 through June 28, 2021. Due to the
8 previously settled cases, the Class Period for this matter is from October 28, 2021 through the
9 present and the PAGA Period runs from June 29, 2021 through the present. Finally, Defendant
10 emphasized that, following these earlier settlements, a substantial majority of the class members
11 signed arbitration agreements with valid class action waivers and accordingly the size of any
12 putative class and the corresponding potential exposure would be severely limited. [Ardestani
13 Decl., ¶ 5.]

14 Both before and after Plaintiff filed their respective complaints, the Parties engaged in
15 meet and confer discussions regarding discovery, potential law and motion, and the merits of the
16 case, and ultimately agreed to attempt a global mediation. They then engaged in significant
17 informal discovery to facilitate an exchange of information necessary to engage in a meaningful
18 mediation. In August 2023, following their exchange of information regarding the Class and
19 PAGA group and the claims and defenses asserted by the Parties, counsel for the Parties
20 successfully mediated the case with well-regarded mediator Scott Radovich, Esq. [Ardestani
21 Decl., ¶¶ 6-7.] This Court preliminarily approved the settlement on January 12, 2024.

22 Class Notices were mailed to class members on March 20, 2024, with a 45-day
23 window (to May 4, 2024) for class members to opt out or object to the proposed settlement.
24 [Declaration of Jennifer Beliveau (“Beliveau Decl.”, ¶¶ 6, 9.)]

25 **III. THE PROPOSED SETTLEMENT TERMS**

26 Under the settlement, CVE will pay \$125,000 into a common fund, the Gross Settlement
27 Amount (“GSA”). Attorney’s fees of up to \$41,666.66 (1/3 of the GSA), litigation costs of up to
28

1 \$15,000 (only \$12,815.18 is requested), settlement administration costs of \$16,897,¹ a service award
2 to Plaintiff of no more than \$5,000, and \$10,000 for alleged civil penalties under PAGA,² all will
3 be paid from the GSA. The remainder of around \$38,621 will be allocated pro rata among the Class
4 Members based on their total weeks worked during the Class Period. No portion of the GSA will
5 revert to CVE. [Ardestani Decl., ¶ 8.]

6 **A. Certification of the Settlement Class**

7 The Court conditionally certified a settlement class defined to include all non-exempt
8 employees of CVE employed in California at any time between October 8, 2021 and August 30,
9 2023. The Settlement Administrator ultimately mailed class notices to 1,065 individuals
10 identified as members of the Class. [Beliveau Decl., ¶ 6.] Nothing has changed to require
11 reconsideration of the Court's certification of the Settlement Class.

12 **B. The Benefit Conferred on the Settlement Class**

13 As noted, the settlement obligates CVE to pay \$125,000 to resolve the claims of the
14 Settlement Class, inclusive of attorney's fees and costs. Approximately \$38,621 from the GSA will
15 be distributed to the Participating Class Members. This is a cash settlement that does not require
16 Participating Class Members to submit a claim form to receive their settlement share. Participating
17 Class Members will receive their settlement checks automatically via First Class U.S. Mail. Ten
18 percent of each settlement share will be allocated to wages and the remaining ninety percent will be
19 allocated to expense reimbursement, penalties, and interest, which allocation is consistent with
20 CVE's potential liability as discussed below. CVE will pay any and all applicable employer-side
21 payroll taxes separately and in addition to the GSA. Subject to the Court's approval, any amounts
22 not claimed (because a class member does not cash a settlement check) will be forwarded to the
23 State Controller's Unclaimed Property Fund. [Ardestani Decl., ¶ 9.]

24
25 _____
26 ¹ This amount is higher than that provided for in the Settlement Agreement and Class Notice (\$14,800). The increase
27 resulted from additional skip-tracing done to ensure notice to the maximum possible number of class members.
28 Plaintiff respectfully requests this constitutes good cause for approval of the administration costs under Section 3.2.3
of the Settlement Agreement.

² Per PAGA, this will be allocated \$7,500 (75%) to the Labor & Workforce Development Agency, and the
remaining \$2,500 (25%) will go to the eligible Aggrieved Employee (as defined in the Settlement
Agreement).

1 Each participating Class Member will receive a share of the Net Settlement Amount based
2 on his or her total weeks worked for CVE during the Class Period while employed in a non-exempt
3 position. Thus, each individual Settlement Payment will be calculated using criteria typically used
4 in determining appropriate amounts of unpaid wages under applicable law. These methods will
5 ensure each Class Member receives a portion of the settlement funds relative to the value of their
6 potential claims. The proposed allocation provides a reasonable way to compensate Class Members
7 based on the amount of time they worked for CVE and the potential overtime lost, unreimbursed
8 expenses, etc. [Ardestani Decl., ¶ 10.]

9 The average class award will be approximately \$36.47, and the largest award will be about
10 \$208. There are 1,065 Aggrieved Employees also eligible to receive a share of the PAGA civil
11 penalties, and their average PAGA award will be about \$2.35. [Beliveau Decl., ¶¶ 14-15.]

12 **C. Settlement Administration**

13 Simpluris, Inc., as the Court-approved Settlement Administrator, mailed the Notice
14 Packet to the Class members after making all reasonable effort to ascertain the best mailing
15 address, including running each address through the National Change of Address database and
16 "skip-tracing" any Notice Packets returned as undeliverable. [Beliveau Decl., ¶¶ 3-7.] The
17 Class Notice, previously approved by the Court, duly informed Class Members of the settlement
18 terms, including the estimated relief each Class Member will receive, the amounts to be
19 requested for attorney's fees and the class representative enhancement awards, and the right to
20 opt out of or object to the settlement. [Beliveau Decl., ¶ 6, Exh. A.] Simpluris mailed 1,065
21 Notice Packets, in English and Spanish, on March 20, 2024. [Beliveau Decl., ¶ 6.] As of the
22 date of this motion, 28 Notice Packets were deemed undeliverable, representing a 97.4%
23 success rate. [Beliveau Decl., ¶ 9.] The 45-day response window for objecting to the settlement
24 will expire on May 4, 2024.³ [Beliveau Decl., ¶ 9.] As of the filing of this motion, Simpluris
25 has received zero requests for exclusion (for a 100% participation rate), and zero objections to
26

27
28 ³ Prior to the May 20, 2024 final approval hearing, Simpluris will submit a supplemental declaration
updating the Court on the class response.

1 the settlement. No disputes have been submitted regarding the information used to calculate
2 class member settlement shares. [Beliveau Decl., ¶¶ 9-11.]

3 **D. Release of Claims**

4 All Participating Class Members will release CVE from all claims alleged in the operative
5 complaint, or that could have been brought based on the factual allegations in the operative
6 complaint, including PAGA claims, during the Class Period. The class and PAGA releases are
7 limited to the claims that were actually pleaded or could have been pleaded based on the alleged
8 facts in the operative complaint. [Ardestani Decl., ¶ 11.]

9 **E. PAGA Penalties and Notice to the LWDA**

10 The Parties allocated \$5,000 to payment of civil penalties under PAGA for such claims
11 against CVE, and Plaintiff respectfully requests the Court approve that amount as fair, reasonable
12 and adequate and consistent with the purposes underlying PAGA. As required by Labor Code
13 section 2699(l)(2), Plaintiff gave notice of the settlement and preliminary approval hearing to the
14 LWDA via its online portal. [Ardestani Decl., ¶ 12; Exh. 1.]

15 **IV. ARGUMENT**

16 The law favors settlement, particularly in class actions where substantial resources can
17 be conserved by avoiding the time, cost, and rigors of formal litigation. H. Newberg & A.
18 Conte, 4 Newberg on Class Actions (4th ed. 2002), § 11.41; Class Plaintiffs v. City of Seattle
19 (9th Cir. 1992) 955 F.2d 1268, 1276, cert. denied, 506 U.S. 953; Van Bronkhorst v. Safeco
20 Corp. (9th Cir. 1976) 529 F.2d 943,950; Potter v. Pacific Coast Lumber Co. (1951) 37 Cal.2d
21 592, 602. Nevertheless, to make certain the rights of absent parties are not unjustly
22 compromised, the settlement of a class action requires court approval. Cal. Rule of Court
23 3.769; Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801; Wershba v. Apple Computer
24 (2001) 91 Cal.App.4th 224, 245. The purpose of that judicial review is to protect against fraud
25 or collusion, and to ensure fairness to absent class members. Dunk, 48 Cal.App.4th at 1800-01;
26 Newberg, at §§ 11.22, *et seq.* Review is accomplished through a two-step process intended to
27 determine whether, under the totality of circumstances, the settlement is fair, reasonable and
28 adequate. Dunk, 48 Cal.App.4th at 1801; Wershba, 91 Cal.App.4th at 245.

1 On a motion for final approval, the trial court is charged with determining whether, in
2 light of the total circumstances of the action and the response of the class members to the
3 proposed settlement, the settlement is fair, reasonable, and adequate. Dunk, 48 Cal.App.4th at
4 1801-02; Wershba, 91 Cal.App.4th at 244-45. The court has broad discretion in making that
5 determination and may consider a number of relevant factors, including: the strength of
6 plaintiff's case; the likelihood of potential recovery; the risk, expense and likely duration of
7 further litigation; the amount offered in settlement; the extent of discovery and stage of the
8 proceedings; the experience and opinion of counsel; and the reaction of class members to the
9 settlement. Id. In light of the strong judicial policy favoring the settlement of class actions,
10 courts generally apply a presumption of fairness to a proposed class action settlement when:
11 (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery
12 are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in
13 similar litigation; and (4) the percentage of objectors is small. Dunk, 48 Cal.App.4th at 1802;
14 Wershba, 91 Cal.App.4th at 245.

15 **A. The Proposed Settlement Merits Final Approval**

16 The proposed settlement of this action warrants final approval under the standards
17 summarized above. The settlement is fair, reasonable and adequate, and represents a favorable
18 resolution of highly disputed claims. Further, the settlement was overwhelmingly approved by
19 the class members, as of the date of this motion there are no objections and no Class Members
20 have requested exclusion, for a 100% participation rate.

21 **1. The Settlement Is the Product of Arm's-Length, Informed Negotiations**

22 The settlement is not the result of fraud or collusion. Rather, the proposed settlement
23 was reached following arm's-length negotiations presided over by Scott Radovich, Esq., a
24 highly respected and well-known mediator with extensive experience mediating wage and hour
25 class actions. [Ardestani Decl., ¶ 7.] Moreover, Plaintiff and her counsel were well-informed
26 about the facts and the law, and counsel Zach Crosner, Jamie Serb, and Sepideh Ardestani have
27 years of litigation experience, including litigating wage and hour class actions. Plaintiff's counsel
28 are well-qualified to evaluate the risks and benefits of pursuing further litigation or settling the

1 matter. [Ardestani Decl., ¶¶ 27-31.] Defendant CVE likewise was represented by highly-
2 qualified and experienced defense counsel. Both sides advocated vigorously for their clients,
3 and nothing was "left on the table."

4 **2. The Class Reacted Favorably to the Settlement**

5 The settlement was well-received by the class. As of the filing of this motion, no
6 objections have been filed, and no Class Member has requested exclusion out of 1,065 settlement
7 class members. [Beliveau Decl., ¶¶ 9-11.] As many courts recognize, class member reaction to the
8 settlement is one of the most important factors to consider in determining if final approval should
9 be granted. Mandujano v. Basic Vegetable Prods., Inc., 541 F.2d 832, 837 (9th Cir. 1976); see also
10 In re: American Bank Note Holographics, 127 F.Supp.2d 418, 425 (S.D.N.Y. 2001) ("It is well-
11 settled that the reaction of the class to the settlement is perhaps the most significant factor to be
12 weighed in considering its adequacy") (internal quotation marks omitted).

13 **3. The Settlement Is Fair and Reasonable Considering the Benefits** 14 **Conferred, the Case Value, and Significant Litigation Risks**

15 The proposed settlement involves a substantial sum of money that, when distributed,
16 will confer meaningful monetary benefits on the Class members. As described above, each
17 individual award will be based on an allocation consistent with the nature of the claims asserted
18 and will fairly and equitably allocate the available funds in relation to the degree of damage
19 each Class member incurred. While Class members who worked for only a short period of time
20 will receive relatively small sums, those with longer tenures and who worked more hours and
21 shifts throughout the class period will receive appropriately larger awards.

22 Prior to mediation, the parties engaged in formal and informal discovery to facilitate
23 settlement discussions. Thus, Plaintiff reviewed documents and information regarding CVE's
24 payroll practices, a random sampling of pay stubs and time records for about 10% of class members,
25 applicable compensation plans, etc., and information from Defendant regarding class size and
26 breakdown, work weeks/pay periods, rates of pay, and other relevant information. Plaintiff then had
27 that information analyzed by a consulting expert to assist in determining potential violation rates
28 and other data used to formulate a damages model. Plaintiff's counsel are confident they obtained

1 sufficient information to understand the law and facts of this case and make an informed decision
2 regarding the proposed settlement. [Ardestani Decl., ¶¶ 6, 13.]

3 Using that data, Plaintiff's experts estimated CVE's likely maximum exposure
4 approximately \$7,500,000. Plaintiff and his counsel substantially discounted the value of these
5 claims, however, in light of the potentially applicable arbitration agreements as well as the
6 multiple and considerable risks posed by proceeding with the litigation, as Defendant raised
7 numerous defenses on both the merits and to class certification, and vigorously defended against
8 these claims. [Ardestani Decl., ¶ 14.]

9 On the unpaid overtime claims, Plaintiff's review of the time and payroll records suggested
10 Defendant did not always pay daily overtime (i.e., hours over 8 in one day) at the overtime rate
11 but instead only paid at the base rate of pay. Plaintiff further contends that same review shows
12 CVE failed to properly calculate the correct overtime rate for pay periods where class members
13 both worked overtime and received non-discretionary pay such as a bonus.
14 Based on a 10% sampling provided to Plaintiff's expert, 1,022.1 overtime hours were paid at the base
15 hourly rate rather than the required premium rate, resulting in \$10,338 in unpaid overtime wages). On
16 the regular rate issue, Plaintiff's experts calculated the miscalculation resulted in an underpayment of
17 \$14,108 in wages is owed to the class for the failure to include bonuses and shift differentials into the
18 regular rate of pay when calculating the overtime rate, meal period premium rate, and sick pay.
19 [Ardestani Decl., ¶ 15.]

20 On the meal period claim, alleged primarily "de facto" violations where CVE's records
21 showed that meal periods were not taken, were late, or were cut short. Based on Plaintiff's expert's
22 analysis, of the 80,985 shifts entitled to a meal period, about 14.6% of those shifts reflected a unique
23 meal violation. In response, Defendant will argued its written policies were fully compliant, that it
24 provided employees with the opportunity to take all required meal periods on a fully compliant basis,
25 and that it paid meal period premiums for document violations. It also argued the issue is not suitable
26 for class certification because determining whether a class member missed a meal period for legitimate
27 business reasons or due to some other reason, such as personal choice, would mean individualized
28 inquiries would predominate. Based on Plaintiff's expert's analysis, even after accounting for meal

1 premiums that were paid, CVE still owed the class at least \$201,607 in meal period premiums.

2 [Ardestani Decl., ¶ 16.]

3 Plaintiffs' theory of Defendant's rest period liability is primarily de facto – that class
4 members missed rest breaks due to work constraints and didn't receive the mandated premium
5 wage. On the other hand, as with meal breaks, Defendants argued the written policies complied
6 with California law and authorized and permitted employees to take all required rest breaks.
7 Defendants further contended that, since they are not required to maintain a record of rest periods,
8 any evidence of a failure to authorize rest periods and/or discouragement from taking rest periods
9 would be purely anecdotal and since individual issues would predominate and class certification
10 would be impossible. Defendant also may contend that it is only liable if Plaintiff can prove, on a
11 shift-by-shift basis, employees actually did not take a rest break. This arguably would make a
12 proof of damages more difficult since the number of instances a Class Member was denied a rest
13 period specifically due to the absence of a compliant policy, as opposed to some other reason, is
14 impossible to reliably quantify since employers are not required to maintain records of rest
15 periods. Thus, it is entirely possible a jury or the Court could decline to award any amounts for
16 missed or non-compliant rest periods. Here, assuming a 100% violation rate, the potential
17 exposure is about \$1,625,474. [Ardestani Decl., ¶ 17.]

18 For the expense reimbursement claims, Plaintiff argues CVE requires Class Members to use
19 their personal cell phones to communicate with supervisors and coworkers without reimbursement.
20 In response, CVE contends there was no need to use a personal cell phone in the performance of
21 Class Member job duties, and if anyone did so it was purely for personal convenience and not a job
22 requirement. Without accounting for any potential defenses, Plaintiff estimates she and the Class
23 Members are entitled to \$20 per month for unreimbursed cellular phone usage, Defendant's
24 exposure is around \$107,452 in expense reimbursement. [Ardestani Decl., ¶ 18.]

25 The claims for penalties under Labor Code sections 203 and 226 are derivative of the
26 underlying claims, and accordingly are subject to the same risks and uncertainties as the primary
27 meal and rest break violations and unpaid wage violations, plus additional risks posed by the need
28 to take into account the discretionary nature of such awards and the "good faith" and other

1 defenses available to Defendant. Amaral v. Cintas Corp. No. 2 (2008) 163 Cal.App.4th 1157,
2 1203-4 (employer did not willfully fail to pay wages under Labor Code § 203 even though class
3 prevailed on underlying claim for failure to pay living wages). Thus, while these claims largely
4 are derivative of the unpaid wage claim, they also are subject to additional defenses and
5 accordingly Plaintiff likewise applied a significant risk discount. Assuming a 100% violation rate,
6 the exposure is about \$1,691,100 in wage statement penalties and, based on 745 separated
7 employees, the exposure for waiting time penalties is about \$3,913,998 [Ardestani Decl., ¶ 19.]

8 As far as potential PAGA liability, the theoretical penalties totaled at least \$6 million
9 should Plaintiff prevail and establish the alleged minimum wage violations at issue for each pay
10 period. [Ardestani Decl., ¶ 20.] As with the class claims, Plaintiff discounted the potential PAGA
11 penalties for the multi-layered defenses proffered by Defendant on the merits, and further
12 discounted these claims since the Court possesses wide discretion to reduce such penalties even if
13 Plaintiff ultimately prevailed. Labor Code § 2699(e)(2); Fleming v. Covidien (C.D. Cal. 2011)
14 2011 U.S. Dist. LEXIS 154590, *8-9 (court reduced the potential penalties by over 82% after a
15 bench trial); Carrington v. Starbucks Corp. (2018) 30 Cal.App.5th 504 (after a bench trial, the trial
16 court awarded penalties of just \$5 per pay period, a 90% reduction, which decision was upheld on
17 appeal); In re Taco Bell Wage and Hour Actions (E.D. Cal. Apr. 8, 2016) 2016 U.S. Dist. Lexis
18 48557 (PAGA penalties denied after trial).

19 Accordingly, the Parties allocated \$10,000 to PAGA penalties, which amount is reasonable
20 and in line with comparable settlements in other class actions in California. Van Kempen v.
21 Matheson Tri-Gas, Inc. (N.D. Cal. Aug. 25, 2017) 2017 U.S. Dist. LEXIS 137182 (granting final
22 approval of \$5,000 PAGA penalty from \$370,000 settlement, or 1.4 percent of total settlement);
23 Slavkov v. First Water Heater Partners I (N.D. Cal. July 25, 2017) 2017 U.S. Dist. LEXIS 116303
24 (finding a \$7,500 PAGA payment reasonable when measured against the overall settlement of
25 \$345,000 and the possible weaknesses in plaintiffs' case, or 2.2 percent of total settlement).
26 Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement,
27 and will be able to weigh in as necessary. Jennings v. Open Door Mktg. Inc. (N.D. Cal. Oct. 3,
28 2018) 2018 U.S. Dist. LEXIS 171356, at *27 (approving settlement with PAGA penalties of 0.6%

1 where "[p]laintiffs [have] submitted the settlement agreement to the LWDA, and the LWDA has
2 not objected to the settlement").

3 Thus, Defendant raised various defenses to each of Plaintiff's claims, any one of which, if
4 successful, could have derailed Plaintiff's case. Accordingly, Plaintiff faced risky issues going
5 forward with this litigation, and given the need to secure class certification, try the case, and deal
6 with post-trial appeals, it would have taken years to realize any recovery in this action. Plaintiff
7 and her counsel discounted the value of the class claims consistent with the risks discussed above,
8 and carefully weighed the likelihood of the class receiving substantially greater benefit if the
9 litigation continued. Plaintiffs and counsel concluded – in light of these very real and substantial
10 risks – settlement on the proposed terms and without prolonged and costly litigation was in the
11 best interests of the class. [Ardestani Decl., ¶¶ 15-21.]

12 The overall recovery represents a significant percentage of Defendant's potential exposure
13 and, given the risks addressed above, a total recovery for the class of \$125,000, which will result
14 in average awards of some \$38.45 per class member is a significant result well within the range of
15 reasonableness considering all potential outcomes, and it will provide direct monetary awards to
16 all Class Members without further delay. [Ardestani Decl., ¶ 22.]

17 Importantly, the mere fact that a settlement does not provide the same recovery as might be
18 achieved at trial is not a proper indicator of whether the settlement is fair, reasonable, and
19 adequate. Wershba, 91 Cal.App.4th at 246, 250 ("even if the relief afforded by the proposed
20 settlement is substantially narrower than it would be if the suits were to be successfully litigated,
21 this is no bar to a class settlement because the public interest may indeed be served by a voluntary
22 settlement in which each side gives ground in the interest of avoiding litigation"); 7-Eleven
23 Owners for Fair Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135, 1150 ("The fact that
24 a proposed settlement may amount to only a fraction of the potential recovery does not, in and of
25 itself, mean that the proposed settlement is grossly inadequate and should be disapproved"); Lane
26 v. Facebook, Inc. (9th Cir. 2012) 696 F.3d 811, 819 ("[T]he question whether a settlement is
27 fundamentally fair . . . is different from the question whether the settlement is perfect in the
28 estimation of the reviewing court"); White v. Experian Information Solutions, Inc. (C.D. Cal.

2011) 803 F.Supp.2d 1086, 1098 (rejecting contention settlement was not fair and reasonable even though it represented 99% discount off the maximum value of the claims). Importantly as well, the proposed settlement is non-reversionary and will provide benefits to the Class Members without a claims process. White, 803 F.Supp.2d at 1098; c.f., Federal Judicial Center, Managing Class Action Litigation: A Pocket Guide for Judges (3d ed. 2010) at 20, available at www.fjc.gov/sites/default/files/2012/ClassGd3.pdf (reversionary provisions and/or cumbersome claims process may indicate lack of fairness). Plaintiff and her counsel submit the settlement is within the “range of reasonableness,” and is fair and adequate for the Class.

V. PLAINTIFF’S ENHANCEMENT AWARD

Under the terms of the settlement, Plaintiff seeks a modest incentive award of \$5,000 for her service in bringing these claims on behalf of the Class. The requests is reasonable given the risks she undertook on behalf of the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendant’s litigation costs. Plaintiff also exposed herself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing herself at risk of discrimination by future prospective employers. As set forth in more detail in her declaration submitted with the preliminary approval motion, among taking many other actions assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments. [Declaration of Maria Diaz, ¶¶ 2-9; Ardestani Decl., ¶ 23.] Finally, there are no class member objections submitted with respect to the amounts Plaintiff proposes to receive. [Beliveau Decl., ¶ 11.] Accordingly, the requested enhancement payment to Plaintiff is appropriate and justified as part of the settlement.

VI. SETTLEMENT ADMINISTRATION COSTS

The settlement provides for a payment to Simpluris for its services as the Settlement Administrator. As set forth in the Declaration of Jennifer Beliveau, Simpluris has performed and will continue to perform its required duties through final distribution of the settlement funds and

1 incurred \$15,848.50 in fees and expenses. [Beliveau Decl., ¶¶ 16-17.] This amount is higher than
2 that provided for in the Settlement Agreement and Class Notice (\$14,800). The increase resulted
3 from additional skip-tracing done to ensure notice to the maximum possible number of class
4 members. [Beliveau Decl., ¶ 17.] Plaintiff submits this constitutes good cause for approval of the
5 additional administration costs under Section 3.2.3 of the Settlement Agreement. Accordingly,
6 Plaintiff respectfully requests the Court approve payment of \$16,897.00 to Simpluris from the
7 GSA. [Ardestani Decl., ¶ 24.]

8 **VII. ATTORNEY'S FEES AND COSTS**

9 **A. The Attorney's Fees Requested Are Fair and Reasonable and Should Be** 10 **Approved**

11 This Court has discretion over the amount of attorneys' fees awarded and court
12 approval is required for Class Counsel's fees. Cal. Rule of Court 3.769; Levy v. Toyota
13 Motor Sales, U.S.A. (1992) 4 Cal.App.4th 807, 813; Lealao v. Beneficial Cal., Inc. (2000) 82
14 Cal.App.4th 19. In defining a reasonable fee, the Court should attempt to mimic the
15 marketplace for cases involving significant contingent risk, such as this one. Deposit
16 Guaranty Nat'l Bank, Jackson, Miss. v. Roper (1980) 445 U.S. 326, 338, rehg. den. 446 U.S.
17 947; Lealao, 82 Cal.App.4th at 49-50 (court should attempt "to award the fee that informed
18 private bargaining, if it were truly possible, might have reached" in determining a reasonable
19 fee, and a fee award should approximate a "range of fees freely negotiated in comparable
20 litigation"). Here, Class Counsel's request for attorney's fees and costs is reasonable and
21 justified by the work performed, the benefits obtained, and the contingent risk assumed.

22 As addressed in detail above, at the time the parties reached the tentative settlement
23 success for Plaintiff and the putative class was far from certain. Plaintiff faced a real risk that
24 some or all the claims would not be certified for class treatment, as Defendant had strong
25 arguments that its compensation policies were legal and properly compensated the class.
26 Even if Plaintiff certified some or all of the claims and ultimately prevailed on the merits, it
27 undoubtedly would have taken several years to realize any recovery while pursuing class
28 certification, trial, and an almost certain appeal. [Ardestani Decl., ¶¶ 15-21.]

1 Nonetheless, Plaintiff succeeded and expeditiously obtained the relief she set out to
2 obtain, and the settlement provides substantial cash payments to Class Members, with an
3 average award of about \$36.47, and with a maximum award of over \$200. Importantly as
4 well, the Class Members overwhelmingly supported the Settlement – as of the filing of this
5 motion, there are no objections to the settlement and no opt outs. [Beliveau Decl., ¶¶ 9-11.]

6 **B. The Requested Fee Award Is Reasonable and Appropriate**

7 The United States Supreme Court has ruled the parties to a class action properly may
8 negotiate not only the settlement of the action itself but also the payment of attorney's fees.
9 Evans v. Jeff D. (1986) 475 U.S. 717, 734-35, 738, fn. 30.) In Hensley v. Eckerhart (1983)
10 461 U.S. 424, 437, the Supreme Court explained that negotiated, agreed-upon attorney's fee
11 provisions are the ideal towards which the parties should strive: "A request for attorney's fees
12 should not result in a second major litigation. Ideally, of course, litigants will settle the
13 amount of a fee." The United States Supreme Court has reemphasized this policy and further
14 stressed trial courts have "a responsibility to encourage agreement" on fees. Blum v. Stenson
15 (1984) 465 U.S. 886, 902 n.19.

16 As part of the Settlement, CVE agreed not to object to an award of no more than 1/3 of
17 the GSA for attorney's fees, or \$41,666.66, and up to \$20,000 in reimbursement for litigation
18 costs and expenses (although only \$12,815.18 is requested). Such a fee is commensurate with
19 what the market would provide for similar services and the Court therefore can most certainly
20 enforce the agreement. As California's Court of Appeal has instructed:

21 Given the unique reliance of our legal system on private litigants to enforce substantive
22 provisions of law through class and derivative actions, attorneys providing the essential
23 enforcement services must be provided incentives roughly comparable to those negotiated
24 in the private bargaining that takes place in the legal marketplace, as it will otherwise be
economic for defendants to increase injurious behavior.

25 Lealao, 82 Cal.App.4th at 47.

26 Here, the parties did not negotiate the inclusion of attorney's fees until after extensive
27 arms-length bargaining regarding relief to the Class was completed. [Ardestani Decl.,
28 ¶ 25.] The requested fee and cost award was a product of these arms-length negotiations and

1 fairly reflects the marketplace value of the services rendered by Class Counsel in this case. As
2 a result, the fee agreed to by the parties should be approved.

3 **C. Class Counsel's Fees are Justified When Calculated as a Percentage of the**
4 **Common Fund**

5 In approving fee applications, courts typically apply either a percentage-of-recovery
6 method or the lodestar method. Laffitte v. Robert Half Int'l, Inc. (2016) 1 Cal.5th 480, 489;
7 Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 254, disapproved on other
8 grounds, Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260. The California
9 Supreme Court recently recognized the advantages and equities of calculating attorney's fees
10 using the percentage-of-the-common-fund method in another wage-and-hour case:

11 The recognized advantages of the percentage method-including relative ease of
12 calculation, alignment of incentives between counsel and the class, a better
13 approximation of market conditions in a contingency case, and the encouragement it
14 provides counsel to seek an early settlement and avoid unnecessarily prolonging the
litigation convince us the percentage method is a valuable tool that should not be
denied our trial courts.

15 Laffitte, 1 Cal.5th at 503 (citations omitted).

16 Indeed, both California and federal courts have long recognized an appropriate method
17 for determining the award of attorney's fees is based on a percentage of the total value of
18 benefits afforded to class members by the settlement. Serrano v. Priest (1977) 20 Cal.3d 25,
19 34; Boeing Co. v. Van Gernert (1980) 444 U.S. 472, 478; Vincent v. Hughes Air West, Inc.
20 (9th Cir. 1977) 557 F.2d 759, 769. Awarding a fee based on a percentage of the common fund
21 recovered operates to "spread litigation costs proportionately among all the beneficiaries so
22 that the active beneficiary does not bear the entire burden alone." Vincent, 557 F.2d at 769.

23 In determining a reasonable common fund fee award, courts should also consider the
24 fact that fees serve as an economic incentive for lawyers to bring class action litigation to
25 achieve increased access to the judicial system for meritorious claims and to enhance
26 deterrents to wrongdoing. Conte, Attorney Fee Awards (2d ed. 1993) § 104. Without
27 prosecution on a contingent basis and use of the class action mechanism, the courthouse door
28

1 would effectively be closed to most class members due to the relatively small size of their
2 individual claims in relation to the enormous time and cost associated with class action
3 litigation.

4 Here, Class Counsel seek a fee award for their successful prosecution and resolution of
5 this action of no more than 1/3 of the total amount recovered by the Class via the lawsuit, or
6 \$41,666.66. The percentage requested is justified for the reasons set forth further below,
7 comports with fee awards calculated on a percentage-of-the-benefit basis, and is in line with
8 the California Supreme Court's approval of a 1/3 fee award in Lafitte. Indeed, review of class
9 action settlements shows that courts have historically awarded fees in the range of 20 to 50
10 percent, depending upon the circumstances of the case. In re Warner Communications Sec.
11 Litig. (S.D.N.Y. 1985) 618 F.Supp. 735, 749-50 (concluding that percentage fees in common
12 fund cases range from 20 to 50 percent); Newberg, Newberg on Class Actions (3d ed.) § 14.03,
13 pp. 13-14 ("Usually 50% of the fund is the upper limit on a reasonable fee award from a
14 common fund in order to assure that the fees do not consume a disproportionate part of the
15 recovery obtained for the class, although somewhat larger percentages are not
16 unprecedented.").

17 **D. A Lodestar Cross-Check Also Supports Class Counsel's Fee Request**

18 To ensure the fairness of an attorney's fee award, courts frequently conduct a lodestar
19 cross check of counsel's fees. "A lodestar cross-check thus provides a mechanism for bringing
20 an objective measure of the work performed into the calculation of a reasonable attorney fee."
21 Laffitte, 1 Cal.5th at 504. Here, Class Counsel spent 126.1 hours of time on this matter,
22 resulting in a modest and very reasonable lodestar of \$92,976.00.

23 As is fully detailed in the Ardestani Declaration, Class Counsel's efforts included: (1)
24 extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal
25 research, obtaining Plaintiff's employment records, research into similar claims and claims against
26 other employers in the same industry, and attempts to locate and contact other CVE employees;
27 (2) drafting a PAGA notice letter; (3) drafting the initial complaint and related documents, and
28 drafting a first amended complaint; (4) case management, including communications with defense

1 counsel, meeting and conferring/preparing case management statements, attending the initial
2 CMC, etc.; (5) engaging in initial written discovery; (6) lengthy discussions with defense counsel
3 regarding settlement/mediation and informal discovery needed for meaningful settlement
4 discussions; (7) engaging in substantial informal discovery, including propounding informal
5 discovery “requests” and reviewing documents and other information produced; (8) drafting a
6 mediation brief and accompanying damages model after review and analysis of defendant’s
7 informal discovery production; (9) attending an all-day mediation; (10) negotiating and drafting
8 the settlement agreement and related documents; (11) drafting the motion for preliminary
9 approval; (12) administration of the settlement, including communications with the Settlement
10 Administrator and settlement class members; (13) drafting the motion for final approval and
11 motion for attorney’s fees, and attending the final approval hearing; and (14) extensive
12 communications with the Plaintiff regarding case status, case investigation and document review,
13 mediation, and settlement terms. Additionally, Class Counsel will incur additional time following
14 final approval to, inter alia, respond to class member inquiries, work with the Settlement
15 Administrator on the distribution of settlement funds, and on the compliance hearing. [Ardestani
16 Decl., ¶ 26, Exh. 2.]

17 In pursuing this matter, Class Counsel incurred total attorney’s fees of \$92,976.00, the
18 lodestar is based on an eminently reasonable number of hours worked to litigate this matter to a
19 successful conclusion (126.1 attorney hours), and the requested attorney hourly rates are
20 reasonable and comport with hourly rates charged by other attorneys with similar experience in
21 this practice area in California. [Ardestani Decl., ¶¶ 27-38.] On a lodestar basis, the fee request
22 of \$41,666.66 results in a base lodestar that is higher than the fees requested on percentage of
23 the recovery basis and, accordingly, there is no request for a lodestar enhancement. Class
24 Counsel submits the lodestar crosscheck operates to show that the percentage fee request is
25 reasonable considering the fees requested are lower than the actual value of the services
26 rendered when valued via traditional hourly billing.

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1 **E. The Award is Supported By 1) the Results Achieved; 2) the Risk, 3) the Skill**
2 **Required, 4) the Contingent Nature of the Fee and 5) Awards in Similar Cases**

3 What has now emerged in most fee award decisions is the recognition that fee
4 determinations in both common fund and statutory fee situations are incapable of
5 mathematical precision because of the intangible factors that must be resolved in the court's
6 discretion based on the circumstances of each particular case. Conte, § 207, p. 44. In
7 determining an appropriate fee in a common fund case, a Court must decide, based on the
8 unique posture of each case, what percentage of the common fund would most reasonably
9 compensate Class Counsel given the nature of the litigation and the performance of counsel.
10 Paul, Johnson, Alston & Hunt v. Graulity (9th Cir. 1989 886 F.2d 268, 272) (the benchmark
11 percentage fee may be adjusted to account for the circumstances involved in a case).

12 Courts apply a five-part test in calculating a reasonable percentage fee in common
13 fund cases: (1) the results achieved; (2) the risk of litigation; (3) the skill required and the
14 quality of work; (4) the contingent nature of the fee and the financial burden carried by the
15 plaintiffs; and (5) awards made in similar cases. Laffitte, 1 Cal.5th at 489.

16 **1. The Results Achieved.**

17 Class Counsel obtained an excellent result in this case for the Class Members. The
18 Settlement provides real monetary benefits to the Class Members, and the Settlement is
19 particularly advantageous to the Class Member because the proceeds will be distributed
20 shortly as opposed to waiting additional years for a similar, or possibly, less favorable result.
21 Considering many individual claims would be very modest and would not be cost-effective to
22 pursue successfully, the Settlement provided them with fair compensation for their claims.
23 Moreover, the absence of any objection to either the Settlement or the attorney's fee request
24 bolsters the excellent results. Indeed, the approval of the Class is overwhelming as indicated
25 by the fact that not only one class member opted out. Additionally, the settlement amounts to
26 a substantial percentage of the maximum value of the amount the Class might have obtained if
27 it had tried the case and recovered on all theories seeking recovery of wages and penalties.
28 "It is well-settled law that a cash settlement amounting to only a fraction of the potential

1 recovery does not per se render the settlement inadequate or unfair." In re Omnivision Techs.,
2 Inc., 559 (N.D. Cal. 2008) F.Supp.2d 1036, 1042.

3 **2. Class Counsel Bore Considerable Risk.**

4 At the time of filing the complaint, Class Counsel recognized that they would have to
5 expend a substantial amount of time and advance significant costs to prosecute a statewide
6 class action suit with no guarantee of compensation or reimbursement, in the hope of
7 prevailing against a sophisticated company represented by first-rate attorneys. Despite
8 their belief in the validity of Plaintiff's claims, they also knew they faced substantial risks
9 of class certification and the ability to prove class-wide and individual damages. In light of
10 the highly uncertain nature of this suit, Class Counsel also bore the risk that Defendant would
11 dig in and attempt to bury their small firm in work. Given the small size of Class Counsel's
12 firm, not receiving any compensation for several years while simultaneously advancing
13 litigation costs posed considerable risk and difficulty. [Ardestani Decl., ¶¶ 39-40.]

14 **3. The Skill Required and the Quality of Work.**

15 Practice in the narrow area of wage and hour litigation requires skill, knowledge and
16 experience. The issues presented in this case required more than just a general appreciation of
17 wage and hour law and class action procedure. This Settlement was possible only because
18 counsel persuaded CVE that Plaintiff and the putative class had a realistic chance of
19 prevailing on their claims despite CVE's contrary arguments, and that the case would be
20 pursued through class certification and trial if necessary. In successfully navigating these
21 hurdles, Class Counsel displayed appropriate skill while pursuing a risky and difficult
22 case.

23 **4. The Contingent Nature of the Fee and Risk Assumed**

24 There is a substantial difference between the risk assumed by attorneys being paid
25 by the hour and attorneys working on a contingent fee basis. The attorney being paid by
26 the hour can go to the bank with his fee. Powers v. Eichen (9th Cir. 2000) 229 F.3d 1249,
27 1256. The attorney working on a contingent basis can only log hours while working
28 without pay towards a result that will hopefully entitle him to a market fee considering

1 the risk and other factors of the undertaking. Id. at 1257. Otherwise, the contingent fee
2 attorney receives nothing. Id. In this case, Class Counsel subjected themselves to this
3 risk in this all or nothing contingent fee case wherein the necessity and financial burden
4 of private enforcement makes the requested award appropriate.

5 Counsel retained on a contingency fee basis, whether in private matters or in class
6 action litigation, is entitled to a premium beyond their standard, hourly, non-contingent
7 fee schedule to compensate for both the contingent risk assumed and the delay in
8 payment. The simple fact is that despite the most vigorous and competent of efforts,
9 success is never guaranteed. McKittrick v. Gardner (4th Cir. 1967) 378 F.2d 872, 875.
10 Indeed, if counsel is not adequately compensated for the risks inherent in difficult class
11 actions, competent attorneys will be discouraged from prosecuting similar cases.
12 Ketchum v. Moses (2001) 24 Cal.4th 1122, 1132-33; Cazares v. Saenz (1989) 208
13 Cal.App.3d 279, 287.

14 Here, the contingent fee practices of Plaintiff's counsel simply do not accommodate
15 the investment of unnecessary time in a case, and the adverse resolution of any one of several
16 difficult issues present in this matter could have doomed the entire effort. As discussed, the
17 attorney's fees in this case were not only contingent but fairly risky, and there was always a
18 palpable chance Plaintiff's counsel would receive nothing for any number of reasons.
19 [Ardestani Decl., ¶¶ 39-40.] Accordingly, the contingent nature of the fee and the financial
20 burdens on Class Counsel and Plaintiff also support the fee requested.

21 5. Awards in Other Cases

22 As discussed, the attorney's fees requested by Class Counsel are within the range of
23 fees awarded in comparable cases, as California courts regularly approve class action fee
24 awards amounting to 1/3 of a common fund. Additionally, review of class action settlements
25 over the past 10 years shows that the courts have historically awarded fees in the range of 20
26 to 50 percent, depending upon the circumstances of the case. In re Warner Communications
27 Sec. Litig. (S.D.N.Y. 1985) 618 F.Supp. 735, 749-50 (concluding that percentage fees in
28 common fund cases range from 20 to 50 percent); Newberg, Newberg on Class Actions (3d

1 ed.) § 14.03, pp. 13-14 ("Usually 50% of the fund is the upper limit on a reasonable fee award
2 from a common fund in order to assure that the fees do not consume a disproportionate part of
3 the recovery obtained for the class, although somewhat larger percentages are not
4 unprecedented."). Class Counsel's requested fees equal one-third of the gross amount
5 recovered on behalf of the class and are well within the range of reasonableness under either
6 the percentage of the recovery or the lodestar method in light of the contingent risk assumed,
7 the delay in payment, the result achieved, and the overall quality of the representation.

8 **F. Class Counsel's Costs and Expenses are Reasonable**

9 Plaintiff's counsel also requests reimbursement of actual out-of-pocket expenses incurred
10 to prosecute this action. These expenses were incidental and necessary to the effective
11 representation of the employees, and Plaintiffs' counsel is permitted to recover litigation costs and
12 expenses under the common fund doctrine and the Settlement Agreement. Serrano, 20 Cal.3d at 35
13 (common fund doctrine permits recovery of fees and costs from the fund); Rider v. County of San
14 Diego (1992) 11 Cal.App.4th 1410, 1424 n.6 (costs are recoverable from the common fund "[o]f
15 necessity, and for precisely the same reasons discussed above with respect to the recovery of
16 attorneys' fees by ... [Plaintiffs'] attorneys"). Plaintiffs' counsel also is entitled to recover "those
17 out-of-pocket expenses that would normally be charged to a fee-paying client." Harris v.
18 Marhoefer (9th Cir. 1994) 24 F.3d 16, 19.

19 Per the Ardestani Declaration, Class Counsel incurred a total of \$12,815.18 in
20 expenses in connection with this matter. These expenses include amounts paid for court
21 filing fees, service of process, expert fees, postage, and mediation fees, all of which are
22 costs normally billed to and paid by the client. These costs were reasonably incurred in
23 the prosecution of this matter, and should be reimbursed in full. Plaintiffs respectfully
24 request that the Court authorize reimbursement of counsel's costs in the amount of
25 \$12,815.18. [Ardestani Decl., ¶¶ 41-42.]

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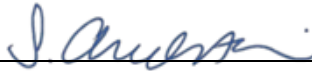
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1 **VIII. CONCLUSION**

2 For all the foregoing reasons, Plaintiff Maria Diaz respectfully request that the Court grant
3 this motion and grant final approval of the proposed class action settlement and approve the
4 payment of PAGA penalties to the State. Plaintiff further requests the Court approve payment of
5 the Settlement Administrator's fees and expenses, approve the requested class representative
6 enhancement payment, approve the award of attorney's fees and costs as requested, and enter
7 judgment in this action. Finally, Plaintiff requests the Court set a final compliance hearing for
8 May 12, 2025, or a later date convenient for the Court.

9
10 Dated: April 26, 2024

CROSNER LEGAL, PC

11
12 By: 
13 Jamie K. Serb, Esq.
14 Sepideh Ardestani, Esq.
15 Zachary M. Crosner, Esq.
16 Attorneys for Plaintiff,
17 MARIA DIAZ
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