

Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstonepc.com
Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Michael Bravo and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MICHAEL BRAVO, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

MICHELS PACIFIC ENERGY, INC., a
Delaware corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 22CV403427

Honorable Theodore C. Zayner
Department 19

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: September 25, 2024
Time: 1:30 p.m.
Dept: 19

Complaint Filed: September 26, 2022
FAC Filed: November 28, 2022
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on **September 25, 2024 at 1:30 p.m.** in Department 19 of
3 the above-captioned Court located at 161 North First Street, San Jose, California 95113, pursuant to
4 California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and
5 California Labor Code section 2699(l), Plaintiff Michael Bravo (“Plaintiff”) will and hereby does
6 move the Court for an Order granting final approval of the proposed class action and Labor Code
7 Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”)
8 settlement between Plaintiff and Defendant Michels Pacific Energy, Inc. (“Defendant”).

9 Plaintiff requests that the Court enter an Order:

- 10 1. Granting final approval of the class action and PAGA settlement;
- 11 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
12 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement and Amendment
13 No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together, the “Settlement
14 Agreement” or “Settlement”), including payment by Defendant of the Gross Settlement Amount of
15 One Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00) equal to the
16 amounts to pay (1) the Settlement Class Members and PAGA Employees pursuant to the terms of the
17 Settlement; (2) the Court-approved Attorneys’ Fees and Costs; (3) the Court-approved Enhancement
18 Payment; (4) the Court-approved Settlement Administration Costs; and (5) the Court-approved
19 payment to the California Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA;
- 20 3. Approving Class Counsel’s request for one-third (1/3) of the Gross Settlement Amount,
21 i.e., Five Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three
22 Cents (\$583,333.33) in attorneys’ fees, plus reimbursement of actual costs and expenses in the amount
23 of Thirteen Thousand Dollars and Zero Cents (\$13,000.00);
- 24 4. Approving the Enhancement Payment to Plaintiff in the amount of Seven Thousand
25 Five Hundred Dollars and Zero Cents (\$7,500.00) in recognition of his services to the Class Members;
- 26 5. Approving the Settlement Administration Costs to ILYM Group, Inc. in the amount of
27 Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00); and

28 ///

6. Approving One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) to be paid to the LWDA as seventy-five percent (75%) of the Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) allocated to civil penalties under PAGA.

This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court, which require approval by the Court of a class action settlement and permit the Court to extend the page limit for memoranda.

This Motion is based on the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel (Jonathan M. Genish and Miriam L. Schimmel), the Class Representative (Michael Bravo), and the Settlement Administrator (Nick Castro on behalf of ILYM Group, Inc.), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: September 3, 2024

BLACKSTONE LAW, APC

By: 
Jonathan M. Genish
Miriam L. Schimmel
Attorneys for Plaintiff Michael Bravo
and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Michael Bravo (“Plaintiff” or “Class Representative”) seeks final approval of the Joint Stipulation of Class Action and PAGA Settlement (“Original Agreement”) and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (“Amendment No. 1”) (together, the Original Agreement and Amendment No. 1 are referred to as the “Settlement Agreement” or “Settlement”) reached with Defendant Michels Pacific Energy, Inc. (“Defendant”) for a total amount of One Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00) (“Gross Settlement Amount”). (See Declaration of Jonathan M. Genish in Support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs [“Genish Decl.”], ¶ 22, Exh. 1 & Exh. 2).

The Court conditionally certified, for settlement purposes only, the Class defined as: “All current and former hourly-paid and/or non-exempt non-union employees and union employees covered under the National Pipe Line Agreements employed by Defendant in the State of California at any time during the Class Period” (“Class” or “Class Members”). (Original Agreement, ¶ 6.b; Genish Decl., ¶ 17). The “Class Period” is defined as the period from September 26, 2018 through October 11, 2023. (Original Agreement, ¶ 6.f; Genish Decl., ¶ 17). The “National Pipe Line Agreements” is defined as the Collective Bargaining Agreements (“CBAs”) that cover Defendant’s employees who are members of the International Union of Operating Engineers (“IUOE”), the International Brotherhood of Teamsters (“IBT”), and the Laborers’ International Union of North America (“LIUNA”). (Original Agreement, ¶ 6.u; Genish Decl., ¶ 17). The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion. (Original Agreement, ¶ 6.mm; Genish Decl., ¶ 17). The “PAGA Employees” consist of “all current and former hourly-paid and/or non-exempt non-union and union employees covered under the National Pipe Line Agreements employed by Defendant in the State of California at any time during the PAGA Period.” (Original Agreement, ¶ 6.y; Genish Decl., ¶ 17). The “PAGA Period” is defined as the period from September 22, 2021 through October 11, 2023. (Original Agreement, ¶ 6.aa; Genish Decl., ¶ 17).

1 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
2 approval under California law because it is fair, adequate, and reasonable. (Genish Decl., Exh. 1 &
3 Exh. 2; *See also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford*
4 *Motor Company* (1996) 48 Cal.App.4th 1794, 180 l). The response of the Class to the Settlement
5 confirms that final settlement approval is appropriate. *There have been no objections to and no*
6 *requests to opt-out from the Class Settlement.* (Declaration of Nick Castro of ILYM Group, Inc.
7 Regarding Notice and Settlement Administration [“Castro Decl.”], ¶¶ 9 & 10).

8 Because the Settlement achieves outstanding results for the Settlement Class Members, the
9 PAGA Employees, and the State of California, Plaintiff respectfully requests, on behalf of the Class
10 and without opposition from Defendant, that the Court approve the Settlement as fair, adequate, and
11 reasonable, and enter judgment in accordance with the Settlement’s terms.

12 Plaintiff seeks the Court’s approval of an attorneys’ fee award of one-third (1/3) of the Gross
13 Settlement Amount, equaling Five Hundred Eighty-Three Thousand Three Hundred Thirty-Three
14 Dollars and Thirty-Three Cents (\$583,333.33), plus reimbursement of Thirteen Thousand Dollars and
15 Zero Cents (\$13,000.00) in actual litigation costs and expenses (together, “Attorneys’ Fees and
16 Costs”). Class Counsel’s request for an award of attorneys’ fees and costs is reasonable and
17 appropriate in light of the outstanding work performed by Class Counsel in the matter, the contingent
18 nature of this action, and the results achieved under the Settlement. (*See Lealao v. Beneficial*
19 *California, Inc.* (2000) 82 Cal.App.4th 19).

20 Plaintiff also requests the Court to confirm the amount agreed to be paid to Plaintiff in the
21 amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement
22 Payment”) for his services on behalf of the Class. This amount proposed to be awarded to Plaintiff is
23 fair and reasonable for the reasons Plaintiff provided in his declaration. (*See Declaration of Plaintiff*
24 *Michael Bravo in Support of Motion for Final Approval of Class Action and PAGA Settlement,*
25 *Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs* [“Bravo
26 Decl.”] filed concurrently herewith). Courts approve incentive awards to plaintiffs when justified and
27 appropriate to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken*
28 *v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

1 Finally, Plaintiff requests that the Court approve the payment of Eight Thousand Five Hundred
2 Dollars and Zero Cents (\$8,500.00) (“Settlement Administration Costs”) to ILYM Group, Inc.
3 (“ILYM” or “Settlement Administrator”) as compensation for its administration services it has and
4 will provide in connection with the Settlement. (*See, generally*, Castro Decl.).

5 In order to efficiently present the Court with adequate information to determine whether to
6 grant final approval of the Settlement and award the Attorneys’ Fees and Costs, Enhancement
7 Payment, and Settlement Administration Costs, Plaintiff also moves for an order permitting the filing
8 of this single consolidated memorandum, although it exceeds the page limit established by California
9 Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

10 II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

11 Defendant builds, maintains, relocates, and rebuilds energy infrastructure in California and on
12 the West Coast. Plaintiff was employed by Defendant as an hourly-paid, non-exempt Project
13 Coordinator from approximately May 2021 to April 2022 at its location in Santa Clara, California.
14 (Declaration of Michael Bravo in Support of Motion for Final Approval of Class Action and PAGA
15 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
16 [“Bravo Decl.”], ¶ 2).

17 On September 22, 2022, Plaintiff provided written notice to the California Labor and
18 Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified
19 Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California
20 Labor Code alleged to have been violated by Defendant (“PAGA Letter”). (Genish Decl., ¶ 9).

21 On September 26, 2022, Plaintiff filed a Class Action Complaint for Damages in the action
22 entitled *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court Case No.
23 22CV403427 (“Action”), thereby commencing a putative class action against Defendant. (*Id.*, ¶ 10).
24 On November 28, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages and
25 Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq.
26 (“Operative Complaint”) in the Action, which added a cause of action under PAGA. (*Ibid.*). The
27 Operative Complaint alleges nine (9) causes of action for violations of the California Labor Code for
28 failure to pay overtime wages, failure to provide compliant meal periods and premium payments in

1 lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure
2 to pay minimum wages, failure to timely pay wages upon termination, failure to provide accurate wage
3 statements, and failure to reimburse necessary business expenses, for violations of California Business
4 & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code
5 violations, and for civil penalties under PAGA based on the aforementioned California Labor Code
6 violations. (Genish Decl., ¶ 10).

7 Following the filing of the Operative Complaint, the Parties met and conferred with respect to
8 the potential resolution of the Action by means of a private mediation and agreed to exchange informal
9 discovery as part of that process. (*Id.*, ¶ 11). Pursuant to the Parties' decision to mediate, Defendant
10 produced a random sampling of putative class members' time and pay records, as well as information
11 and documents concerning the claims set forth in Plaintiff's Operative Complaint, such as Defendant's
12 employee handbooks, CBAs, relevant wage and hour policies, and information regarding the total
13 number of putative class members, the number of current versus former employees, the total
14 workweeks worked by the putative class members, the dates of employment of the putative class
15 members, and the average rate of pay for the putative class members. (*Ibid.*).

16 On July 13, 2023, after a thorough investigation and analysis of these documents and data, the
17 Parties attended a formal mediation with Louis Marlin, Esq. ("Mediator"), a neutral and respected
18 mediator with extensive experience in complex wage and hour matters. (*Id.*, ¶ 12). At the mediation,
19 the Parties engaged in intensive settlement discussions during which they debated their respective
20 positions and exchanged views regarding the strengths and weaknesses of the alleged claims. (*Ibid.*).
21 After a full day of mediation, and with the help of the Mediator, the Parties were able to reach an
22 agreement to resolve this dispute on a class and representative basis. (*Ibid.*). Following the mediation,
23 the Parties worked diligently to negotiate and memorialize the terms in a long form settlement
24 agreement. (*Ibid.*).

25 On September 19, 2023, the Parties executed the Original Agreement. (*Id.*, ¶ 13 & Exh. 1).

26 On November 3, 2023, Plaintiff filed a Motion for Preliminary Approval of Class Action and
27 PAGA Settlement ("Motion for Preliminary Approval") and supporting documents seeking approval
28 of the settlement reached between the Parties. (*Id.*, ¶ 14). On February 27, 2024, the Court issued a

1 tentative ruling (“February 27, 2024 Tentative Ruling”) in which it raised several points of inquiry
2 with regards to the Motion for Preliminary Approval. (Genish Decl., ¶ 14). On February 28, 2024,
3 counsel for Plaintiff appeared for the hearing on the Motion for Preliminary Approval to seek
4 clarification on the points of inquiry in the February 27, 2024 Tentative Ruling. (Ibid). The Court
5 continued the hearing on the Motion for Preliminary Approval to March 27, 2024 at 1:30 p.m., and
6 Plaintiff was ordered to file a supplemental declaration no later than March 15, 2024. (Ibid).

7 On March 11, 2024, pursuant to the Court’s direction, the Parties executed Amendment No. 1,
8 which changed the *cy pres* to California Rural Legal Assistance, Inc., and revised the Notice of Class
9 Action Settlement (“Class Notice”). (*Id.*, ¶ 15 & Exh. 2).

10 On March 15, 2024, Plaintiff filed a supplemental declaration that addressed the Court’s points
11 of inquiry in the February 27, 2024 Tentative Ruling (“March 15, 2024 Supplemental Declaration”).
12 (*Id.*, ¶ 16). On April 29, 2024, the Court entered the Order Re: Motion for Preliminary Approval of
13 Class and Representative Action Settlement (“Preliminary Approval Order”), thereby preliminarily
14 approving the terms of the Settlement Agreement and the Class Notice. (*Id.*, ¶ 16 & Exh. 3).

15 The Parties agree that the Class described herein may be certified for settlement purposes only.
16 If for any reason the Settlement is not approved, the certification will have no force or effect and will
17 immediately be revoked. The Parties further agree that certification for purposes of approving the
18 Settlement Agreement is in no way an admission that class certification is proper under the more
19 stringent standard applied for litigation and that evidence of this limited stipulation for settlement
20 purposes only will not be admissible for any purpose in this or any other proceeding.

21 **III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION**

22 By way of the Preliminary Approval Order, the Court certified the following Class for
23 settlement purposes only: “All current and former hourly-paid and/or non-exempt non-union
24 employees and union employees covered under the National Pipe Line Agreements employed by
25 Defendant in the State of California at any time during the Class Period” (“Class” or “Class
26 Members”). (Original Agreement, ¶ 6.b; Genish Decl., ¶ 17 & Exh. 3).

27 As explained in the March 15, 2024 Supplemental Declaration, the Class encompasses two
28 groups:

- 1 a. All current and former hourly-paid and/or non-exempt non-union employees employed
2 by Defendant in the State of California at any time during the Class Period; and
3 b. All current and former hourly-paid and/or non-exempt union employees covered under
4 the National Pipe Line Agreements employed by Defendant in the State of California
5 at any time during the Class Period. (Original Agreement, ¶ 6.b; Genish Decl., ¶ 18).

6 Similarly, the PAGA Employees also encompasses two similarly defined groups:

- 7 a. All current and former hourly-paid and/or non-exempt non-union employees employed
8 by Defendant in the State of California at any time during the PAGA Period; and
9 b. All current and former hourly-paid and/or non-exempt union employees covered under
10 the National Pipe Line Agreements employed by Defendant in the State of California
11 at any time during the PAGA Period. (Original Agreement, ¶ 6.y; Genish Decl., ¶ 19).

12 For clarity, the phrase, “covered under the National Pipe Line Agreements” is a qualifier for
13 “union employees,” not for “non-union employees.” (Genish Decl., ¶ 20). Accordingly, the “non-
14 union employees” and the “union employees covered under the National Pipe Line Agreements” are
15 different groups of employees. (Ibid).

16 The Parties have agreed to settle the Class and PAGA claims at issue in the Action for a non-
17 reversionary One Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00),
18 which is exclusive of employer-side payroll taxes. (Original Agreement, ¶ 6.p; Genish Decl., ¶ 22).
19 The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of one-third (1/3) of
20 the Gross Settlement Amount, equaling Five Hundred Eighty-Three Thousand Three Hundred Thirty-
21 Three Dollars and Thirty-Three Cents (\$583,333.33); (2) Class Counsel’s actual litigation costs and
22 expenses, in the amount of Thirteen Thousand Dollars and Zero Cents (\$13,000.00); (3) Settlement
23 Administration Costs in the amount of Eight Thousand Five Hundred Dollars and Zero Cents
24 (\$8,500.00); (4) Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars and
25 Zero Cents (\$7,500.00); and (5) PAGA Amount in the amount of Two Hundred Thousand Dollars and
26 Zero Cents (\$200,000.00). (Original Agreement, ¶¶ 9, 10, 11, & 12; Genish Decl., ¶ 22). After the
27 above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class
28 Members will share in a Net Settlement Amount of approximately Net Settlement Amount of

1 approximately Nine Hundred Thirty-Seven Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven
2 Cents (\$937,666.67). (Original Agreement, ¶ 6.v; Genish Decl., ¶ 22).

3 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
4 to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor
5 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share
6 of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”). (Original
7 Agreement, ¶¶ 6.q & 6.s; Amendment No. 1, ¶ A; Genish Decl., ¶ 23). Individual Settlement Shares
8 are calculated by the Settlement Administrator by dividing the Net Settlement Amount by the number
9 of weeks each Settlement Class Member was employed by Defendant as an hourly-paid and/or non-
10 exempt non-union or union employee covered under the National Pipe Line Agreements in California
11 during the Class Period (“Workweeks”) to yield the “Final Workweek Value,” and multiplying each
12 Settlement Class Member’s individual Workweeks by the Final Workweek Value. (Original
13 Agreement, ¶¶ 6.nn & 14.b; Genish Decl., ¶ 23). Individual PAGA Payments are calculated by the
14 Settlement Administrator by dividing twenty-five percent (25%) of the PAGA Amount (\$50,000.00)
15 (“PAGA Employee Amount”) by the number of weeks each PAGA Employee was employed by
16 Defendant as an hourly-paid and/or non-exempt non-union or union employee covered under the
17 National Pipe Line Agreements in California during the PAGA Period (“PAGA Workweeks”) to yield
18 the “PAGA Workweek Value,” and multiplying each PAGA Employee’s individual PAGA
19 Workweeks by the PAGA Workweek Value. (Original Agreement, ¶¶ 6.cc & 15; Genish Decl., ¶ 23).

20 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
21 percent (80%) penalties, interest, and non-wage damages. (Original Agreement, ¶ 16; Genish Decl.,
22 ¶ 25). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated
23 to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by
24 the Settlement Administrator. (Original Agreement, ¶ 16; Genish Decl., ¶ 25). The Settlement
25 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
26 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
27 net payment of their Individual Settlement Share (“Individual Settlement Payment”). (Original
28 Agreement, ¶¶ 6.r & 16; Genish Decl., ¶ 25). The employer’s share of taxes and contributions in

1 connection with the wages portion of Individual Settlement Shares will be paid separately and in
2 addition to the Gross Settlement Amount. (Original Agreement, ¶¶ 6.k, 6.p, & 16; Genish Decl., ¶
3 25). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and
4 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Original
5 Agreement, ¶ 16; Genish Decl., ¶ 25).

6 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
7 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
8 thereafter, shall be canceled. (Amendment No. 1, ¶ A; Genish Decl., ¶ 26). Any funds associated with
9 such canceled checks will be distributed by the Settlement Administrator to California Rural Legal
10 Assistance, Inc. (the *cy pres* recipient) in accordance with California Code of Civil Procedure Section
11 384. (Amendment No. 1, ¶ A; Genish Decl., ¶ 26).

12 Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class
13 Members will be deemed to have fully, finally, and forever released, settled, compromised,
14 relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands,
15 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were
16 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
17 arising during the Class Period, under any federal, state, or local law, and shall specifically include
18 claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal
19 and rest periods and associated premium payments, timely pay wages upon termination, provide
20 accurate wage statements, and reimburse necessary business-related expenses in violation of
21 California Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800,
22 and 2802, and Industrial Welfare Commission Wage Orders, and all claims for attorneys' fees and
23 costs and statutory interest in connection therewith, California Business and Professions Code sections
24 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class
25 Members (collectively, "Released Class Claims"). (Original Agreement, ¶¶ 6.ff & 35).

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1 Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with
2 respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and
3 forever released, settled, compromised, relinquished, and discharged the Released Parties of all any
4 and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA
5 Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code
6 sections 2698 *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendant's
7 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
8 associated premium payments, timely pay wages during employment and upon termination, provide
9 complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary
10 business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7,
11 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission
12 Wage Orders, including *inter alia*, Wage Order 16-2001 (collectively, "Released PAGA Claims").
13 (Original Agreement, ¶¶ 6.gg & 36).

14 Upon the full funding of the Gross Settlement Amount, Plaintiff, individually and on his own
15 behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished,
16 and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations,
17 guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature
18 whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff, at
19 any time of execution of the Original Agreement, had or claimed to have or may have, including but
20 not limited to any and all claims arising out of, relating to, or resulting from his employment and/or
21 separation of employment with the Released Parties, including any claims arising under any federal,
22 state, or local law, statute, ordinance, rule, or regulation or Executive Order relating to employment,
23 including, but in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as
24 amended ("Title VII"), 42 U.S.C. § 1981; the Americans with Disabilities Act ("ADA"); the Family
25 and Medical Leave Act ("FMLA"); the Employee Retirement Income Security Act ("ERISA"); the
26 California Family Rights Act ("CFRA"); the California Fair Employment and Housing Act ("FEHA");
27 all claims for wages or penalties under the Fair Labor Standards Act ("FLSA"); all claims for wages
28 or penalties under the California Labor Code; Business and Professions Code sections 17200 *et seq.*;

1 all laws relating to violation of public policy, retaliation, or interference with legal rights; any and all
2 other employment or discrimination laws; whistleblower claims; any tort, fraud, or constitutional
3 claims; and any breach of contract claims or claims of promissory estoppel. (Original Agreement, ¶
4 37). It is agreed that this is a general release and is to be broadly construed as a release of all claims,
5 provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of
6 any claims that cannot be released hereunder by law, including claims for workers compensation.
7 (Ibid). Plaintiff understands and expressly agrees that the Original Agreement extends to claims that
8 he has against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected,
9 vested or contingent, past, present, or future, arising from or attributable to an incident or event,
10 occurring in whole or in part, on or before the execution of the Original Agreement. (Ibid). Any and
11 all rights granted under any state or federal law or regulation limiting the effect of the Original
12 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
13 EXPRESSLY WAIVED. (Ibid). Section 1542 of the California Civil Code reads as follows:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
15 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
16 THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
17 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
18 OR RELEASED PARTY. (Ibid).

19 The “Released Parties” means Defendant and its current and former officers, directors,
20 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. (*Id.*, ¶
21 6.hh).

22 IV. THE SETTLEMENT ADMINISTRATION PROCESS

23 On May 6, 2024, ILYM received the Court approved text for the Class Notice from Class
24 Counsel. (Castro Decl., ¶ 4). ILYM prepared a draft of the formatted Class Notice, which was
25 approved by the Parties’ counsel. (Ibid).

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1 On May 13, 2024, ILYM Group received the Class List from Defendant's Counsel, which
2 contained each Class Member's full name, Social Security number, last known mailing address, and
3 dates employed by Defendant during the Class Period and PAGA Period (if applicable). (Castro Decl.,
4 ¶ 5; Original Agreement, ¶ 6.d). The Class List was uploaded to ILYM's database and checked for
5 duplicates and other possible discrepancies. (Ibid). The Class List contained 300 individuals
6 identified as Class Members who were employed by Defendant for a total of 13,396 Workweeks
7 during the Class Period, of which the Class Members were employed for 11,544 Workweeks during
8 the period from September 26, 2018 through May 31, 2023. (Ibid). Accordingly, the Escalator Clause
9 in Paragraph 13 of the Original Agreement was not triggered. (Ibid). Additionally, out of the 300
10 individuals identified as Class Members, 254 were identified as PAGA Employees who were
11 employed by Defendant for a total of 10,316 PAGA Workweeks during the PAGA Period. (Ibid).

12 As part of the preparation for mailing, all 300 names and addresses contained in the Class List
13 were then processed against the National Change of Address ("NCOA") database, maintained by the
14 United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses
15 of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 6). The NCOA contains requested
16 change of addresses filed with the USPS. (Ibid). To the extent that an updated address was found in
17 the NCOA database, the updated address was used for the mailing of the Class Notice. (Ibid). To the
18 extent that no updated address was found in the NCOA database, the original address provided by
19 Defendant's Counsel was used for the mailing of the Class Notice. (Ibid).

20 On May 30, 2024, the Class Notice was mailed, via U.S First Class Mail, to all 300 individuals
21 contained in the Class List. (*Id.*, ¶ 7 & Exh. A). A total of 8 Class Notices were returned to ILYM as
22 undeliverable. (*Id.*, ¶ 8). ILYM performed a computerized skip trace on the 8 returned Class Notices
23 that did not have a forwarding address in an effort to obtain an updated address for the purpose of re-
24 mailing the Class Notice. (Ibid). As a result of this skip trace, 4 updated addresses were obtained and
25 the Class Notice was promptly re-mailed to those Class Members via U.S First Class Mail. (Ibid). As
26 of the date of this Motion, a total of 4 Class Notices have been deemed undeliverable. (Ibid).
27 Specifically, 4 have been deemed undeliverable as no updated address was found notwithstanding the
28 skip tracing. (Ibid).

1 Class Members had sixty (60) calendar days from the initial mailing of the Class Notice by the
2 Settlement Administrator to submit a Request for Exclusion, Notice of Objection, and/or Workweeks
3 Dispute (“Response Deadline”). (Original Agreement, ¶ 6.jj). The Response Deadline was July 29,
4 2024. (Castro Decl., ¶¶ 9-11). The Settlement Administrator did not receive any Requests for
5 Exclusion, Notices of Objection, and/or Workweeks Disputes. (Ibid). There are 300 Settlement Class
6 Members, constituting 100% of the Class. (*Id.*, ¶ 12).

7 The estimated average gross Individual Settlement Share is \$3,125.56, the estimated highest
8 gross Individual Settlement Share is \$14,279.19, and the estimated lowest gross Individual Settlement
9 Share is \$70.00; the estimated average Individual PAGA Payment is \$196.85, the estimated highest
10 Individual PAGA Payment is \$523.46, and the estimated lowest Individual PAGA Payment is \$4.85.
11 (*Id.*, ¶¶ 13 & 14).

12 **V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA**

13 On November 3, 2023, Class Counsel submitted a copy of the Original Agreement, and on
14 March 15, 2024, submitted a copy of Amendment No. 1, to the LWDA through its online submission
15 portal in compliance with California Labor Code § 2699(l)(2). (Genish Decl., ¶ 27). The LWDA has
16 not objected or otherwise responded to the submissions. (Ibid).

17 **VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL**

18 **A. The Legal Standard for Final Approval**

19 Before granting final approval of a class action settlement, the Court must review the
20 settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48
21 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the
22 strength of the plaintiff’s case, the risk, expense, complexity and likely duration of further litigation,
23 the amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
24 the experience and views of counsel, and the reaction of the class members to the proposed settlement.
25 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801
26 [“The list of factors is not exhaustive and should be tailored to each case”]; *Officers for Justice v. Civil*
27 *Serv. Comm’n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, a presumption of fairness
28 exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and

1 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
2 in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245;
3 *Dunk*, 48 Cal.App.4th at 1802). “The settlement or fairness hearing is not to be turned into a trial or
4 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
5 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty
6 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
7 settlements.” (*Officers for Justice, supra*, 688 F.2d at 625).

8 **B. The Settlement Should be Finally Approved**

9 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
10 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
11 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
12 were at all times made at arm’s-length and were adversarial. (Genish Decl., ¶ 28). The settlement
13 was reached following a full day of mediation with a highly respected mediator with substantial
14 experience mediating wage and hour cases, and Plaintiff engaged in additional negotiations in order
15 to finalize the long-form agreement presently before the Court. (Ibid).

16 **C. The Settlement is Fair and Reasonable**

17 Courts typically assess the status of discovery in determining whether a class action settlement
18 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). The Parties engaged in
19 extensive informal discovery prior to reaching a settlement. (Genish Decl., ¶ 29). Prior to mediation,
20 Defendant produced a random sampling of putative class members’ time and pay records, employee
21 handbooks, CBAs, relevant wage and hour policies, and information regarding the total number of
22 putative class members, the number of current versus former employees, the total workweeks worked
23 by the putative class members, the dates of employment of the putative class members, and the average
24 rate of pay for the putative class members. (Ibid). This allowed Class Counsel to conduct an informed
25 assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide
26 damages. (Ibid). Counsel for both Parties put a lot of time and effort into informal discovery to
27 determine the merits of the case. (Ibid). Specifically, there were eight different CBAs covering
28 different sets of employees, and based thereon, the Parties analyzed each agreement to determine

1 which claim each CBA covered and did not cover and which employees each CBA covered and did
2 not cover. (Genish Decl., ¶ 29). This negotiation process ultimately allowed the Parties to determine
3 which employees had viable claims to negotiate for settlement purposes. (Ibid). Plaintiff's
4 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker*
5 *Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168
6 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

7 Based on the information exchanged, the Parties extensively briefed issues regarding class
8 certification and liability and provided their analyses to the Mediator who helped the Parties debate
9 the strengths and weakness of their respective positions. (Genish Decl., ¶ 29). At all times, Plaintiff
10 was willing and prepared to litigate this matter through class certification and trial if the Parties had
11 been unable to reach a favorable resolution. (*Id.*, ¶ 30). Additionally, settlement negotiations were
12 conducted by highly capable and experienced counsel. (Ibid). Class Counsel are respected members
13 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
14 in handling complex wage and hour class action litigation. (Genish Decl., ¶¶ 3-8 & 30; Declaration
15 of Miriam L. Schimmel in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA
16 Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs
17 ["Schimmel Decl."], ¶¶ 3-9). Accordingly, Class Counsel had sufficient information and experience
18 to act intelligently in negotiating the Settlement.

19 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
20 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
21 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
22 must consider "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of
23 further litigation, the risk of maintaining class action status through trial, the amount offered in
24 settlement, the extent of discovery completed and the stage of the proceedings, the experience and
25 views of counsel, the presence of a governmental participant, and the reaction of the class members to
26 the proposed settlement." (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

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1 Although the investigation and information discovered supports Plaintiff's contentions,
2 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
3 a class-wide basis. (Genish Decl., ¶ 31). Consideration of these risks factored into the decision to
4 enter the Settlement. (Ibid).

5 Class Counsel was aware of Defendant's defenses and arguments and has also taken into
6 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
7 inherent in such litigation, including those involved in class and/or representative adjudication. (*Id.*,
8 ¶ 32). Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims
9 asserted in the Action, Defendant's defenses, and the difficulties in establishing entitlement to
10 monetary recovery. (Ibid). Plaintiff has also considered the Parties' settlement discussions, as well
11 as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and
12 employment matters. (Ibid).

13 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
14 with the claims alleged in the Action, and further denies that class certification is appropriate for any
15 purpose other than the Settlement. (*Id.*, ¶ 33). Defendant believes that it would ultimately prevail in
16 the Action. (Ibid). Defendant proffered defenses to both certification and to the merits of Plaintiff's
17 claims. (Ibid). In addition to maintaining it complied with all relevant wage-and-hour laws throughout
18 the relevant time period, Defendant contended that Plaintiff's claims are not suitable for class
19 certification because individual issues would predominate should this case go to trial. (Ibid). As with
20 all class actions, these complex cases raise difficult management and proof issues and, accordingly,
21 there is a significant risk that the Court may deny class certification. (Ibid).

22 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
23 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
24 uncertain proposition. (*Id.*, ¶ 34). In order to prove liability and damages, Class Counsel would need
25 to request and analyze thousands of pages of documents, obtain the Class Members' contact
26 information, contact them, and obtain declarations. (Ibid). Obtaining the cooperation of current
27 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
28 current employer. (Ibid). On the other hand, Defendant would likely be able to obtain the cooperation

1 of their employees. (Genish Decl., ¶ 34). Moreover, even if Plaintiff prevailed at class certification
2 and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

3 In light of the inherent risk of litigation, the risk of obtaining and maintaining class
4 certification, and the costs of further litigation, the Settlement is in the best interest of the Class
5 Members, the PAGA Employees, and the State of California, and is within the accepted range of
6 recoveries for this type of litigation. (*Id.*, ¶ 35).

7 **VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**
8 **AND SHOULD BE APPROVED**

9 Class Counsel seeks one-third (1/3) of the Gross Settlement Amount (i.e., \$583,333.33) for
10 fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling
11 Thirteen Thousand Dollars and Zero Cents (\$13,000.00) incurred in the prosecution of the Action.
12 (Genish Decl., ¶ 36). The requested fees and costs are fair compensation for undertaking complex,
13 risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
14 substantial benefits achieved by Class Counsel for the Class Members. (Ibid).

15 **A. Plaintiff's Fee Request of One-Third (1/3) of the Gross Settlement Amount**
16 **is Proper Under the Common Fund Doctrine**

17 Courts have long recognized the “common fund” or “common benefit” doctrine, under which
18 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
19 costs to be paid out of the fund. (*See Serrano v. Priest* (“*Serrano III*”) (1977) 20 Cal.3d 25, 34,
20 quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees'*
21 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995)
22 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*
23 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

24 The California Supreme Court has held that, “when a number of persons are entitled in
25 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
26 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys' fees
27 out of the fund.” (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D'Amico*, 11 Cal.3d 1; *see also Boeing,*
28 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than

1 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra*,
2 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
3 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
4 explains the common fund doctrine as follows:

5 Where the lawsuit results in the recovery of a fund or property benefiting
6 others as well as plaintiff (e.g., a class action), the court has inherent
7 equitable power to order plaintiffs attorney fees paid out of the common
fund or property [citations]. Such fee spreading assures that all of those
benefited by the litigation pay their fair share of obtaining the recovery.

8 The percentage-of-the-fund approach appears to be the preferred method of awarding fees in
9 traditional common fund cases, such as this case. Where the settlement amount is a “certain or easily
10 calculable sum of money,” use of the percentage-of-the-fund method is appropriate. (*Serrano III*, 20
11 Cal. 3d at 35).

12 In *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein
13 class counsel obtained a \$19 million non-reversionary settlement on behalf of the class, the California
14 Supreme Court approved the use of the percentage of fund or common fund method to award one-
15 third of the settlement amount or \$6,333,333.33 to class counsel for attorneys’ fees. The Court stated:

16 Whatever doubts may have been created by *Serrano III*, *supra*, 20 Cal.3d 25, [], or the
17 Court of Appeal cases that followed, we clarify today that use of the percentage method
18 to calculate a fee in a common fund case, where the award serves to spread the attorney
19 fee among all the beneficiaries of the fund, does not in itself constitute an abuse of
20 discretion. We join the overwhelming majority of federal and state courts in holding
21 that when class action litigation established a monetary fund for the benefit of the class
22 members, and the trial court in its equitable powers awards class counsel a fee out of
23 that fund, the court may determine the amount of a reasonable fee by choosing an
appropriate percentage of the fund created. The recognized advantages of the percentage
method - including relative ease of calculation, alignment of incentives between counsel
and the class, a better approximation of market conditions in a contingency case, and
the encouragement it 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.

24 (*Laffitte*, 1 Cal.5th at 503).

25 In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated:
26 “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive
27 benefits may require those passive beneficiaries to bear a fair share of the litigation costs.” Similarly,
28 in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme

1 Court recognized that the common benefit doctrine has been applied “consistently in California when
2 an action brought by one party creates a fund in which other persons are entitled to share.”

3 Numerous appellate courts have similarly found. (*See e.g., Knoff v. City and County of San*
4 *Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
5 attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);
6 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly
7 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
8 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
9 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
10 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
11 in an inverse condemnation action)).

12 The Supreme Court noted that several courts have expressed frustration with the alternative
13 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
14 often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; *see Lealao v. Beneficial California, Inc.*
15 (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373,
16 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class
17 counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing
18 an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources.
19 (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the
20 percentage of the common fund approach to determine the award of attorney’s fees. (*Lealao*, 82
21 Cal.App.4th at 30-31; *see e.g., In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79
22 (approving attorney’s fee of 33%)).

23 A fee of one-third (1/3) of the Gross Settlement Amount (i.e., \$583,333.33) is easily within the
24 range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to
25 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F. Supp. at
26 1378). According to Professor Newberg: “No general rule can be articulated on what is a reasonable
27 percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a reasonable fee
28 award from a common fund, in order to assure that fees do not consume a disproportionate part of the

1 recovery obtained for the class, though somewhat larger percentages are not unprecedented.”
2 (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel’s requested fee is reasonable and falls
3 well within the historical range of attorney’s fee awards under the common fund theory. Based on
4 Class Counsel’s showing of reasonableness, the Court should approve the requested fees pursuant to
5 the common fund approach.

6 **B. The Circumstances of this Case Support a One-Third (1/3) Fee Award**

7 Given the significant results achieved under the circumstances of this litigation, the requested
8 fee award is reasonable. As discussed in *Sumitomo Copper Litigation*, *supra*, 74 F. Supp. 2d at 396:

9 No one expects a lawyer whose compensation is contingent on the
10 success of his services to charge, when successful, as little as he
11 would charge a client who in advance of the litigation has agreed to
12 pay for his services, regardless of success. Nor, particularly in
13 complicated cases producing large recoveries, is it just to make a fee
14 depend solely on the reasonable amount of time expended.

15 In that vein, this Court should consider the contingent nature of this case, the uncertainty of
16 the outcome, the quality of the counsel, and the preclusion from other employment.

17 **C. The Contingent Nature of This Matter**

18 From the outset of the Action to the present, prosecution of this matter has involved significant
19 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
20 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
21 matter with no guarantee of success. The risks of this matter are apparent in that class certification
22 would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
23 cases such as this. Moreover, even if class certification were granted over Defendant’s opposition,
24 there was no assurance that Plaintiff would succeed at trial. (Genish Decl., ¶¶ 31-35). Despite such
25 challenges, Class Counsel was able to persuade Defendant that it faced significant liability exposure
26 such that it was willing to pay \$1,750,000.00 to settle the Class Members’ claims.

27 **D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation**

28 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
including litigation involving the legal issues in this matter. (Schimmel Decl., ¶¶ 3-9; Genish Decl.,
¶¶ 3-8). Class Counsel’s skill in developing a factual record and convincing Defendant of its litigation
exposure under California law was essential to achieving the Settlement. Through its skill and

1 reputation, Class Counsel was able to obtain a settlement that provides an outstanding result for Class
2 Members. (*See generally* Schimmel Decl.).

3 **E. The Results Achieved**

4 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
5 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
6 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
7 which were described clearly in the Class Notice. Settlement Class Members will be paid, on average,
8 approximately \$3,125.56 each, which is intended to compensate them for the alleged wage and hour
9 violations they suffered during their employment. (Castro Decl., ¶ 13). This is a significant benefit
10 for the Settlement Class Members here as it represents a recovery for highly disputed claims. Equally
11 important is the fact that the State of California will receive \$150,000.00 for enforcement of labor laws
12 and education of employers. (Genish Decl., ¶ 41).

13 Furthermore, the efficiency with which this litigation was conducted and resolved should be
14 rewarded. After preparing and investigating the case prior to filing the Action, Class Counsel strongly
15 litigated and then resolved the case in an efficient manner. The Class Members will directly benefit
16 from the prompt and fair resolution of their claims. They will be receiving a significant award in a
17 relatively short period of time, as opposed to waiting years to recover some undetermined amount if
18 they succeeded at trial, which is an uncertainty in itself.

19 **F. Preclusion of Other Employment**

20 As California law recognizes, Class Counsel's commitment to this litigation should not be
21 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
22 attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See*
23 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
24 additional work that was available, and which Class Counsel had to forego in order to devote the time
25 necessary to pursue this litigation. (Schimmel Decl., ¶ 13).

26 **G. The Requested Fees Are Also Justified Under the Lodestar Method**

27 Fee calculations under the lodestar method would result in a similar award, demonstrating the
28 fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is

1 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
2 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
3 various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel's hourly rates are summarized
4 in the Schimmel Decl. at ¶¶ 6-10.

5 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the
6 relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Schimmel
7 Decl., ¶ 12). As a practical matter, few if any employees or consumers pay attorneys' fees on an
8 hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a
9 stepped-up contingency fee (with the percentage increasing from one third to forty-five – and
10 sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if
11 the case goes to trial). (*Ibid*). Therefore, there is no customary hourly billing rate for work that is
12 routinely based on a contingent fee relationship, but the nature of class action work should be strongly
13 considered by the Court. (*Ibid*). Wage and hour work presents a specialized and challenging area of
14 law that is not within the knowledge of many lawyers. (*Ibid*). This kind of class action work requires
15 specialized learning and the willingness to take large risks. (*Ibid*).

16 Class Counsel has spent approximately 256.50 total hours litigating these claims to date.¹
17 (Schimmel Decl., ¶ 10). Class Counsel expects to spend another 10 hours in connection with finalizing
18 the motion for final approval and supporting documents, preparing for and attending the Final
19 Approval Hearing, and managing the Settlement through its conclusion, including anticipated
20 communications with defense counsel, the Settlement Administrator, Plaintiff, and Class Members).
21 (*Id.*, ¶ 11). In addition to time spent during litigation, reasonable hours also include the time spent
22 before the Action was filed, including time spent interviewing the client, investigating the facts and
23 the law, preparing the initial pleadings, as well as litigating the case. (*Webb v. Board of Educ.* (1985)
24 471 U.S. 234). Further, the fee award should include fees incurred to establish and defend the
25

26 ¹ In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in
27 California to support a fee application. The court held: "Testimony of an attorney as to the number of hours worked on a
28 particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records." *Id.*
There is no need to attach the voluminous invoices prepared in a case as a basis for an award of fees and costs. *Id.* Through
Class Counsel's declarations in support of this application, however, Plaintiff presents a thorough breakdown of the hours
spent and costs incurred in prosecuting this class action. Pursuant to *Martino, supra*, this presentation is sufficient to support
the amount requested.

attorneys' fee claim. (*Serrano v. Priest* (1982) 32 Cal .3d 621, 639 (“*Serrano IV*”)). Based on the rates of Class Counsel, the total fees incurred to date are \$229,093. (Schimmel Decl., ¶ 10). By the conclusion of this matter, the total fees are estimated to be approximately \$239,593. (*Id.*, ¶ 11).

In cases where a common fund analysis is not used, once the court establishes the lodestar amount, it should adjust the fee award by a multiplier in order to make an appropriate fee award. (*Serrano III, supra*, 20 Cal.3d at 48). In applying the multiplier, *Newberg on Class Actions* states that “[m]ultiples ranging from one to four frequently are awarded in common fund cases when the lodestar method is applied. A large common fund award may warrant an even larger multiplier.” (4 *Newberg on Class Actions* 4th (4th ed. 2002) § 14.6). If the class members paid the fees that the market would bear, they would pay a fee of anywhere from one-third to forty-five percent of any recovery. Since this is the market rate, the lodestar calculation should be enhanced to reflect what the class members would pay on the open market. (*Lealao, supra*, 82 Cal.App.4th at 47-48).

In *Lealao*, the court held that trial courts should award lodestar fees by examining the percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 & 53). The court indicated that this is an upward adjustment and should be akin to a contingency fee recovery; the court stated, “[a]n adjustment reflecting the amount of the class recovery is not significantly different from an adjustment reflecting a percentage of that amount; and California courts have evaluated a lodestar as a percentage of the benefit.” (*Id.* at 46). The *Lealao* method appears particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and the class action clients do not expect to pay an hourly fee.

The rationale of *Lealao* comports with the purpose of the multiplier. The multiplier is “primarily to compensate the attorney for the prevailing party at a rate reflecting the risk of nonpayment in contingency cases.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138). The *Lealao* court reasoned:

Given the unique reliance of our legal system on private litigants to enforce substantive provisions of law through class and derivative actions, attorneys providing the essential enforcement services must be provided incentives roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace, as it will otherwise be economic for defendants to increase injurious behavior. It has therefore been urged (most persistently by Judge Richard Posner) that in defining a reasonable fee in such representative actions, the law should mimic the market.

1 In the class action context, that would mean attempting to award the fee that
2 informed private bargaining, if it were truly possible, might have reached.
3 The simplest way for the law to duplicate the bargain that informed parties
4 would reach if agency costs were low is to look to fee award levels in actions
brought by sophisticated private parties under the same or comparable
statutes.

5 (*Lealao*, 82 Cal.App.4th at 47-48 (internal citations and quotations omitted)). The court added:

6 [T]rial judges need the flexibility *Serrano III* provides, as it enables them to
7 relate fee awards to the economic realities that determine the efficacy of the
private enforcement contemplated by our civil justice system.

8 Accordingly, we hold that, in cases in which the value of the class recovery
9 can be monetized with a reasonable degree of certainty and it is not
otherwise inappropriate, a trial court has discretion to adjust the basic
lodestar through the application of a positive or negative multiplier where
necessary to ensure that the fee awarded is within the range of fees freely
negotiated in the legal marketplace in comparable litigation.

10 (*Id.* at 49-50).

11 In looking at similar cases, including those set forth above, Class Counsel's requested fee
12 comports to the market. Based on Class Counsel's hourly rates and the collective hours worked in
13 this matter, the requested fee award would represent a multiplier of about 2.55 over the current total
14 fee lodestar – an amount well within, and even below, the accepted range for class action cases. Courts
15 routinely enhance lodestar amounts based on multipliers that “range from 2 to 4 or even higher.”
16 (*Wershba*, 91 Cal.App.4th at 255; see also, e.g., *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66
17 (approving multiplier of 2.5); *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1051 (approving
18 multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123
19 (approving multiplier of 3.5); *Craft v. County of San Bernardino* (C.D. Cal. 2006) 624 F.Supp.2d
20 1113, 1125 (approving multiplier of 5.2 and referring to other cases with cross-check multipliers
21 ranging from 4.5 to 19.6)).

22 Therefore, application of a modest multiplier of 2.55 is warranted, and the lodestar as a cross-
23 check to the percentage figure sought herein, strongly supports the reasonableness of the requested
24 attorneys' fees award.

25 **H. No Class Member Objected to the Requested Attorneys' Fee Award**

26 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
27 clearly disclosed to each Class Member in the Court-approved Class Notice. (Genish Decl., ¶ 38; *See*
28 *also*, Castro Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to

1 the request for attorneys' fees. (Castro Decl., ¶ 10). It is fair to conclude that the Class approves
2 of/does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's
3 request for one-third (1/3) of the Gross Settlement Amount, equaling Five Hundred Eighty-Three
4 Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$583,333.33), should be
5 granted.

6 **I. Plaintiff's Cost Request is Reasonable**

7 Class Counsel seeks reimbursement of a total amount of Thirteen Thousand Dollars and Zero
8 Cents (\$13,000.00) in costs and expenses in this matter, which includes reasonable future costs for
9 filing the Motion. (Genish Decl., ¶ 36 & Exh. 4). All costs and expenses were reasonably incurred in
10 prosecution of this matter.

11 **VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS**
12 **REASONABLE**

13 Pursuant to the Preliminary Approval Order, the Court has approved an Enhancement Payment
14 to Plaintiff in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).
15 (Genish Decl., ¶ 39). The requested Enhancement Payment is eminently reasonable given the time
16 and effort Plaintiff spent on this matter, and the benefit to the other Class Members as a result of
17 Plaintiff's actions. (Ibid). Enhancement awards in wage and hour cases typically range from
18 \$5,000.00 to \$20,000.00, although some awards are higher. (Ibid). Often, multiple class
19 representatives receive awards in the above range. (See e.g., *Munoz v. BCI Coca-Cola Bottling Co. of*
20 *Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of \$10,000.00 per
21 named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Thornton*
22 *v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) ["We also think there is something to
23 be said for rewarding those drivers who protect and help to bring rights to a group of employees who
24 have been the victims of discrimination."]). Here, the Enhancement Payment is modest, reasonable,
25 and should be approved.

26 Plaintiff's actions establish that: (1) he sought to protect the interests of the Class above his
27 own personal interests; (2) the Settlement Class Members will be benefitted from his actions by
28 receiving a payment without having to do anything; and (3) Plaintiff has put forth a significant amount
of time and effort pursuing the litigation and seeing it through to resolution. (See, generally, Bravo

1 Decl.; *see also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804
2 (discussing the criteria for determining class representative enhancement awards in concluding that a
3 requested award of \$25,000 for two class representatives was too high)).

4 The requested award for Plaintiff is also reasonable given the financial and personal risk he
5 took in commencing the Action, and in light of the benefits that his actions have conferred upon the
6 Class. (Bravo Decl., ¶ 7; *See also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp. 294,
7 299-300). Additionally, in considering a requested class representative enhancement award, courts
8 take into consideration a plaintiff's reasonable fear of retaliation. (*Staton v. Boeing Co.* (9th Cir. 2003)
9 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend little effort
10 to discover Plaintiff brought the lawsuit – and based thereon, decline to offer Plaintiff employment.

11 In sum, Plaintiff has performed considerable services on behalf of the Class during the
12 litigation. (*See, generally, Bravo Decl.*). Class Counsel cannot understate the importance of the role
13 of an employee who is willing to search out an attorney and step forward to assume the risk of litigation
14 and retaliation in order to represent a class and put the interests of the class before their own interests.
15 Plaintiff has understood that this is a class action where he is serving as the Class Representative and
16 must protect the Class Members' interests. (*Id.*, ¶ 10). Plaintiff was the catalyst to the benefit reached
17 for the Class Members, and has actively protected the Class Members' interests during the pendency
18 of this matter and will continue to do so even if the case was required to go to trial. (*Ibid.*). Plaintiff
19 spent numerous hours participating in this matter by searching for an attorney, communicating with
20 his attorneys on numerous occasions, searching for and producing relevant documents related to his
21 employment, responding to his attorneys' inquiries, assisted his attorneys in preparing for mediation,
22 reviewing the settlement documents, and approving the Settlement on behalf of all Class Members.
23 (*See, generally, Bravo Decl.*).

24 In contrast, without having to take on any of the risk incurred by Plaintiff or time spent by
25 Plaintiff in litigating this matter, Settlement Class Members will automatically be issued a payment
26 for their claims. It appears that the Settlement Class Members recognize this enhancement was
27 justified because since the time the Class received notice of the requested Enhancement Payment, no
28 one has objected to the request.

1 Additionally, Plaintiff provided a broader individual waiver and release of claims with a
2 California Civil Code Section 1542 waiver (as set forth in Paragraph 37 of the Original Agreement).
3 (Original Agreement, ¶ 37). Plaintiff's broader individual release of claims was a material term of the
4 settlement between the Parties; Defendant specifically bargained for Plaintiff's full and complete
5 waiver and release of claims that he could have brought in this individual capacity against Defendant
6 and the Released Parties.

7 Thus, the Enhancement Payment to Plaintiff is warranted to compensate him for his time and
8 effort he spent in spearheading this action, the fear and stress associated with assuming the
9 responsibility of serving as the Class Representative, the concrete risks he assumed as the Class
10 Representative, and his broader release of claims.

11 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
12 **REASONABLE**

13 In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court preliminarily
14 approved, the Settlement Administration Costs not to exceed Eight Thousand Five Dollars and Zero
15 Cents (\$8,500.00). (Genish Decl., ¶ 40). ILYM is the approved Settlement Administrator. (Ibid). It
16 is an experienced class administrator and has adequately performed the administration tasks required
17 by the Settlement Agreement. (*See generally* Castro Decl.). Apex's *actual* costs to administer the
18 Settlement are indeed Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00). (Castro
19 Decl., ¶ 15 & Exh. B). Based thereon, the requested costs should be approved.

20 **X. THE PROPOSED LWDA ALLOCATION IS REASONABLE**

21 Pursuant to California Labor Code Section 2699(1), the Superior Court shall review and
22 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
23 § 2699(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
24 should be approved. As part of the Settlement, Defendant has agreed to pay Two Hundred Thousand
25 Dollars and Zero Cents (\$200,000.00) to settle the claims of the PAGA Employees brought pursuant
26 to PAGA, of which the payment of One Hundred Fifty Thousand Dollars and Zero Cents
27 (\$150,000.00) (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement
28 purposes. (Genish Decl., ¶ 41).

1 It is extremely common in approved wage and hour class action cases that settle that only a
2 small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to
3 class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
4 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
5 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
6 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
7 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
8 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
9 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
10 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
11 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
12 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
13 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
14 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
15 in these approved settlements, the Parties generally maximized statutory penalties and minimized
16 PAGA penalties to focus on claims to the Class Members, the persons who actually suffered the
17 California Labor Code violations. (Genish Decl., ¶ 42).

18 **XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE**

19 California law vests the Court with broad discretion in fashioning an appropriate notice
20 program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
21 74). To protect the rights of absent class members, the parties must provide class members with the
22 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
23 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
24 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
25 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
26 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
27 the action and afford them an opportunity to present their objections"]). The content and method of
28 the notice should be designed to apprise the class members of the terms of the proposed settlement

1 and of the class members' rights regarding the settlement. (*See Mullane, supra*, 339 U.S. at 314;
2 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
3 F. Supp. 364, 378).

4 The Class Notice approved by the Court met these requirements: it identified the Parties and
5 described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution
6 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to
7 Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees
8 and Costs to Class Counsel. (Genish Decl., ¶ 43; *see also* Castro Decl., Exh. A thereto). The Class
9 Notice described the proposed Settlement with enough specificity to allow each Class Member to
10 make an informed choice whether to accept and participate in it. (Ibid). It also explained how and
11 when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class
12 Notice provided the date for the hearing on final approval of the Settlement and informed Class
13 Members how to obtain additional information about the Settlement. (Ibid).

14 **XII. PROPOSED DATE FOR COMPLIANCE HEARING**

15 If the Final Approval Order and Judgment is entered on September 25, 2024, which is the date
16 of the Final Approval Hearing, then the following schedule would be in place:

17 Event	Estimated Date
18 Entry of Final Approval Order and Judgment	September 25, 2024
19 20 Effective Date	November 29, 2024 (65 calendar days after entry of Final Approval 21 Order and Judgment) 22 (Original Agreement, ¶ 6.j)
23 24 Funding	December 13, 2024 (10 business days of Effective Date) 25 (Original Agreement, ¶ 32)
26 27 Disbursement	December 20, 2024 28 (5 business days of funding)

	(Original Agreement, ¶ 33)
Void Date	June 18, 2025 (180 calendar days from date checks are issued) (Amendment No. 1, ¶ A)
Proposed Deadline to File Final Report	June 26, 2025 (10 court days prior to proposed Compliance Hearing)
Proposed Compliance Hearing	July 11, 2025 or later

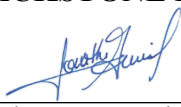
XIII. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested attorneys' fees to Class Counsel of \$583,333.33; (2) the requested reimbursement of actual costs and expenses to Class Counsel of \$13,000.00; (3) the requested Enhancement Payment to Plaintiff of \$7,500.00; and (4) the requested Settlement Administration Costs to the Settlement Administrator of \$8,500.00; and permit the filing of a memorandum that exceeds the page limit.

Respectfully submitted,

Dated: September 3, 2024

BLACKSTONE LAW, APC

By: 
Jonathan M. Genish
Miriam L. Schimmel
Attorneys for Plaintiff Michael Bravo
and the Class