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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO

ANTHONY BECERRA RIOS, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

ORO LOMA PROCESSING, LP, et. al., a
limited partnership; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 22CECG02992

[Hon. Lisa Gamoian, Dept. 403]

CLASS AND REPRESENTATIVE ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Date: April 2, 2025
Time: 3:27 p.m.
Courtroom: 403
Judge: Hon. Lisa Gamoian

Action Filed: September 20, 2022
Trial Date: Not Set

1 TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on April 2, 2025, at 3:27 p.m., in Department 403 of the above-
3 captioned Court, located at B.F. Sisk Courthouse, 1130 O. Street, Fresno, California 93721, Plaintiff
4 Anthony Becerra Rios (“Plaintiff”) will and hereby does move this Court for an order:

5 1. Granting class certification of the Class, solely for settlement purposes pursuant to
6 Code of Civil Procedure § 382;

7 2. Finally approving the CLASS ACTION AND PAGA SETTLEMENT
8 AGREEMENT AND CLASS NOTICE (“Settlement” or “Agreement”);

9 3. Appointing counsel for Plaintiff, Kane Moon, H. Scott Leviant, and Sandy Pham, of
10 Moon Law Group, PC, as Class Counsel;

11 4. Appointing Plaintiff as the Class Representative;

12 5. Approving the use of the proposed notice procedure and related notice form;

13 6. Approving PHOENIX SETTLEMENT ADMINISTRATORS as the third-party
14 administrator;

15 7. Directing that notice be mailed to the Class; and,

16 8. Scheduling a hearing date for motions for final approval of class action settlement
17 and awards of attorneys’ fees and costs.

18 Good cause exists to grant this Motion because: (1) the Class meets all of the requirements for
19 class certification for settlement purposes under Code of Civil Procedure § 382; (2) the Settlement
20 Agreement is a fair, adequate, and reasonable compromise of the disputed wage and hour claims asserted
21 by Plaintiff; (3) Plaintiff and Class Counsel are adequate to represent the Class; and, (4) the notice
22 procedures and related forms complied with California Rules of Court 3.766(d) and this Court’s Order
23 granting preliminary approval of the Settlement; and, (e) adequately apprised Class Members of their
24 rights and fully comport with due process.

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

TENTATIVE RULINGS: Tentative Rulings issued by the Civil Law and Motion Judges will be accessible on the Court’s webpage at 3:00 p.m. the day before the hearing. The website is located at: <https://www.fresno.courts.ca.gov/online-services/tentative-rulings>. Those parties wishing to present oral argument must notify all other parties and the Law and Motion Department in which the motion is to be heard no later than 4:00 p.m. on the Court day prior to the hearing; otherwise, **NO ORAL ARGUMENT WILL BE PERMITTED AND THE TENTATIVE RULING WILL BECOME THE ORDER**. For those parties wishing to call in for the Tentative Ruling, (559) 457-4943, the operator will answer those calls **ONLY BETWEEN 3:00 PM AND 4:00 PM**. To request oral argument you must call the Department directly at (559) 457-6316. If your call is not answered simply leave a message stating your case name and number and that you are requesting oral argument. If you desire to appear remotely for your law and motion hearing, you must first file the forms required by Local Rule 4.1.2.D.7 and directly notify the trial department. If approved, you will receive the judge’s order electronically. If you do not receive permission by order, you are expected to appear in-person. The unlimited civil departments allow Zoom for remote appearances **ONLY**.

This Motion is based on this Notice of Motion and Motion, the attached Memorandum of Points and Authorities, the Declarations of H. Scott Leviant, Plaintiff, and the Settlement Administrator in support thereof, all papers and pleadings on file with the Court in this action, all matters judicially noticeable, and on such oral and documentary evidence as may be presented in connection with the hearing on the Motion.

Respectfully submitted,

Dated: March 10, 2025

MOON LAW GROUP, PC

By:

H. S. Luman

Kane Moon
H. Scott Leviant
Sandy Pham

Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to California Rules of Court, Rules 3.769, Plaintiff Anthony Becerra Rios (“Plaintiff”) requests that this Court finally approve the class and representative action settlement set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (“Settlement” or “Agreement”) with Defendant Oro Loma Processing, LP (“Defendant”).

After the exchange of documents and data, and an arm’s-length mediation session with mediator Hon. Carl J. West, Ret., Plaintiff and Defendant (collectively referred to herein as the “Parties”) reached a proposed class action settlement with a gross settlement amount (“GSA”) of \$300,000.00 in compromise of disputed claims asserted on behalf of the below-defined Class consisting of 101 members.¹ Plaintiff believes this settlement is a fair, adequate, and reasonable compromise of disputed claims for alleged wage and hour violations and penalties asserted in this case.

Plaintiff now submits this Motion for Final Approval of Class and Representative Action Settlement, along with the Settlement (attached to the Declaration of H. Scott Leviant [“Leviant Decl.”], Exhibit 1 thereto). For the Court’s convenience, below, in Part III, is a summary of the key provisions of the Settlement.

II. THE NOTICE PROCESS WAS CONDUCTED WITHOUT ISSUE

Plaintiff and Defendant have fulfilled the class notice procedures set forth in the Settlement. The Settlement Administrator, Phoenix Settlement Administrators (“Phoenix”), sent individual Notices to 101 Class Members on November 22, 2024. (Declaration of Jarrod Salinas [“Salinas, Decl.”], ¶ 5.) Ten (10) Notices were returned, and five (5) new addresses were found after skip tracing, which were re-mailed. (*Id.* at ¶ 6.) Five (5) Notices remain undeliverable. (*Id.* at ¶ 7.) Thus far, there have been zero (0) requests for exclusion, zero (0) objections, and zero (0) workweek disputes received. (*Id.* at ¶¶ 8-10.)

III. THE MAJOR TERMS OF SETTLEMENT

The provisions of the proposed Settlement include the following:

- Defendant agrees not to oppose certification for purposes of Settlement. (Settlement, ¶

¹ The class is smaller than the estimate of 110 individuals at the time of preliminary approval.

12.1);

- Class: All persons employed by Defendant as hourly-paid employees in the State of California during the Class Period. (the “Class Period” is the period from September 20, 2018, through July 5, 2024). “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.34);
- Settlement Amount: Defendant will pay a maximum of **\$300,000.00**, referred to as the Gross Settlement Amount (or GSA herein), resulting in an average **gross** benefit per Class Member of **\$2,970.30** (Settlement, ¶ 1.21; 3.1; Leviant Decl., ¶ 17.);
- Funding of Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date. (Settlement, ¶ 4.3);
- Class Size: **101** individuals who worked 7,658 workweeks. (Salinas Decl., ¶ 11.);
- PAGA Group Size: **43** aggrieved employees who worked 2,141 pay periods during the PAGA Period (Salinas Decl., ¶ 14);
- PAGA Period: September 20, 2021 through July 5, 2024. (Settlement, ¶ 1.30);
- Escalator Clause: If the number of actual workweeks in the Class Period exceeds more than 10% of the estimated workweeks, Defendant may (a) increase the Gross Settlement Amount in the exact proportionate amount as to any additional workweeks above 10% (i.e., 12% more workweeks than estimated will result in a 2% proportionate increase in the Gross Settlement Amount) or (b) end the Class Period on the date that the total workweeks equal 9,820. (Settlement, ¶ 8.). **The Escalator Clause is not triggered, given that actual workweeks are 7,658.** (Salinas Decl., ¶ 11);
- Kullar/Munoz Analysis: Plaintiff addresses the claims analysis herein, at Part V.B.3, and in the Declaration of Leviant, at Paragraph 18;
- No Reversion: The Settlement is a **non-reversionary** settlement. (Settlement, ¶ 3.1);

- 1 • Certification: Plaintiff addresses certification requisites below, at Part V.A. Certification
2 was addressed in greater detail in the Motion for Preliminary Approval;
- 3 • No Claim Form: No claim form is required. (Settlement, ¶ 3.1);
- 4 • Class Release: The Settlement will release wage-and-hour claims for Participating Class
5 Members (those Class Members who do not opt out of the Settlement) all claims that were
6 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
7 Complaint. (Settlement, ¶ 5.2);
- 8 • PAGA Release: Plaintiff and the State of California, and anyone purporting to act on its
9 behalf, will release all claims for civil penalties under PAGA, based on the facts and Labor
10 Code sections that were alleged or reasonably could have been alleged in Plaintiff's PAGA
11 letter and the Operative Complaint. (Settlement, ¶ 5.3);
- 12 • Net Settlement Amount Available to the Class: After deducting Class Counsel's attorneys'
13 fees and costs, service payment to Plaintiff, administration costs, and the PAGA penalty,
14 the remainder will be available for distribution to Class Members who do not opt out, with
15 each Class Member receiving a share based on the number of Workweeks each Class
16 Member worked for Defendant within the Class Period. The Net Settlement Amount is
17 estimated to be at least **\$147,500.00**, resulting in an average **net** payment per Class Member
18 of approximately **\$1,340.91**, before any tax withholdings. (Settlement, ¶ 1.27);
- 19 • Tax Allocation: The amounts distributed to Class Members will be characterized as 20%
20 alleged unpaid wages, 80% to interest and penalties, and PAGA Settlement payments to
21 Aggrieved Employees will be allocated as 100% penalties. (Settlement, ¶¶ 3.2.4.1, 3.2.5.)
- 22 • Employer's Portion of Payroll Taxes Paid Separately: Defendant's portion of payroll taxes
23 (e.g., FICA, FUTA, etc.) owed on any settlement payments to Class Members that
24 constitute wages will be paid separate and apart from the GSA. (Settlement, ¶ 3.1);
- 25 • Settlement Administrator: The notice portion of the Settlement will be administered by a
26 third-party Administrator, Phoenix Class Action Administration Solutions, with the costs of
27 administration at a flat rate of up to \$6,000.00. Phoenix's estimate for settlement
28 administration services in the amount of **\$6,000.00** was selected as the lowest bid from a

competitive bidding process and is below the Parties' estimated cost of \$7,500.00.

(Settlement, ¶ 3.2.3; Salinas Decl., ¶ 16, Exh. B.)

- Class Data for Administration: The Settlement Administrator will receive the Class Data within thirty (30) calendar days of Preliminary Approval, use the National Change of Address ("NCOA") database to update the Class Data, and then use skip tracing on returned Notices. (Settlement, ¶¶ 4.2; 1.10);
- Notice: The Notice will issue within fourteen (14) calendar days of receipt of the Class List (Settlement, ¶ 7.4.2). The Notice describes how to dispute workweeks, submit an objection in writing, in person, or through an attorney, or request exclusion. (Settlement, ¶¶ 7.5 – 7.7);
- Notice Language: Notice will issue in English and Spanish. (Settlement, ¶ 1.11; 7.4.2);
- Objections: Objections can be submitted in person, by attorney, or in writing to the Administrator, with no pre-requisite to being heard (Settlement, ¶¶ 7.7.1 – 7.7.3);
- Exclusion Requests: The procedure for exclusion requests, mailing a request to the Settlement Administrator, is the same as the procedure for submitting a written objection. (Settlement, ¶¶ 7.5.1 and 7.7.2);
- PAGA Allocation: From the GSA, **\$24,000.00** will be allocated to settle claims brought pursuant to the California Private Attorneys General Act, Labor Code § 2699 *et seq.* ("PAGA"), and seventy-five percent (75%), or **\$18,000.00**, will be paid to the California Labor & Workforce Development Agency. (Settlement, ¶ 1.33; 3.2.5);
- Notice to LWDA: Notice was provided prior to the filing of this Motion. Evidence is attached to the Leviant Declaration;
- Enhancement/Service Award to Plaintiff: Defendant will not oppose the application for Class Representative Service Payment of up to **\$7,500.00** for Plaintiff, to be paid from the GSA. (Settlement, ¶ 3.2.1);
- Fees and Costs: Defendant will not oppose Class Counsel's application for fees not to exceed 33 1/3% of the GSA (**\$100,000.00**), and capped costs, in the amount of **\$15,000.00**, to be paid out of the GSA (Settlement, ¶ 3.2.2);

- Check Void Period: Settlement checks will be valid for 180 days. (Settlement, ¶ 4.4.1);
- Uncashed Checks: Any settlement checks that are mailed to the Class Members and remain uncashed after 180 days of the date of issuance will be cancelled, and the moneys will be directed to the State Controller’s Office, Unclaimed Property Division in the name of the Class Member. (Settlement, ¶ 4.4.3);
- Judgment Notice: Judgment will be posted on the Settlement Administrator’s website after entry. (Settlement, ¶ 7.8.1);
- Confidentiality Provisions: The Settlement permits Class Counsel to discuss the Settlement with Class Members (Settlement ¶ 12.2).

(Leviant Decl., ¶¶ 11-12 and Exhibit 1 thereto.)

IV. FACTUAL AND PROCEDURAL BACKGROUND

A. Plaintiff’s Claims

On September 20, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum and regular rate wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and provide rest breaks, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, and unfair business practices. (Leviant Decl., ¶ 4.)

Plaintiff sent a letter to the Labor and Workforce Development Agency (“LWDA”), pursuant to California Labor Code § 2699.3, providing notice of his intent to seek civil penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* (*Id.* at ¶ 5.) The LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter, and the 65-day time period permitted for the LWDA to provide such a notification expired. On March 17, 2023, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendant for civil penalties under the Private Attorneys General Act (“PAGA”). The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). (*Id.* at ¶ 5.)

B. Pre-Mediation Data Production and Analysis

The Parties conducted informal and formal discovery and investigation of the facts and law. Such investigation included, *inter alia*, the exchange of extensive data and discoverable information in

1 preparation for the mediation session. (Leviant Decl., ¶ 6.) The Parties have analyzed time clock, pay
2 and other data pertaining to Plaintiff and the Class during the relevant Settlement Period, including but
3 not limited to the numbers of former and current members of the Class, average workweeks and pay
4 periods, and average rate of hourly pay. (*Id.*) Data for approximately 90% of the Class was analyzed.
5 (*Id.*) In addition, Defendant also provided other data pertaining to Plaintiff and the Class during the
6 relevant Class Period, including but not limited documents reflecting wage and hour policies and
7 practices during the Class Period and information regarding the total number of current and former
8 employees in the Class. (*Id.*)

9 After reviewing documents regarding Defendant's wage and hour policies and practices and
10 other information obtained during the exchange of discovery, Class Counsel were able to evaluate the
11 probability of class certification, success on the merits, and the reasonably obtainable maximum
12 monetary exposure for all claims. Class Counsel reviewed these records and prepared a damage analysis
13 prior to mediation. Class Counsel also investigated the applicable law regarding the claims and defenses
14 asserted in the litigation. (Leviant Decl., ¶ 7.)

15 C. Settlement

16 On May 6, 2024, the Parties participated in mediation with Hon. Carl J. West, Ret., which
17 ultimately led to a proposed settlement. (Leviant Decl., ¶ 8.) The Parties discussed at length the burdens
18 and risks of continuing with the litigation as well as the merits of claims and defenses. (*Id.*) After the
19 mediation, the Parties then prepared and signed a long form settlement agreement (the "Agreement").
20 (*Id.*)

21 Plaintiff and Class Counsel are aware of the burdens of proof necessary to establish liability for
22 the claims asserted in the Action, both generally and in response to Defendant's defenses thereto.
23 (Leviant Decl., ¶ 9.) Plaintiff and Class Counsel have also taken into account Defendant's agreement to
24 enter into a Settlement that confers substantial relief upon the Class. (*Id.*)

25 Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth
26 in this Agreement is a fair, adequate, and reasonable Settlement and is in the best interests of the Class.
27 (Leviant Decl., ¶ 10.) Solely for the purpose of settling this case, the parties agree that the requirements
28 for establishing class action certification with respect to this class have been met and are met. (*Id.*) If

1 this Settlement is not approved by the Court for any reason, Defendant reserves the right to contest class
2 certification. (*Id.*) This Settlement, if approved, will result in the termination of the litigation through the
3 entry of the Judgment and the release of all Released Claims for all Class Members, including all within
4 the class definition who have not elected to exclude themselves from the Class. (*Id.*)

5 **V. CLASS DEFINITION**

6 The Class is defined as follows:

7 All persons employed by Defendant as hourly-paid employees in the State of California
8 during the Class Period. (the “Class Period” is the period from September 20, 2018
9 through July 5, 2024). “Participating Class Member” means a Class Member who does
not submit a valid and timely Request for Exclusion from the Class portion of the
Settlement. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.34.)

10 (Leviant Decl., ¶ 34 and Exhibit 1.)

11 **VI. DISCUSSION**

12 **A. Consistent with the Court’s Findings at the Time of Preliminary Approval, the**
13 **Court Should Certify the Class for Settlement Purposes**

14 Under Code of Civil Procedure § 382, class certification is warranted so long as (1) the Class is
15 ascertainable and numerous; (2) there exists a well-defined community of interest; and (3) a class action
16 is the superior method of adjudication for this settlement. Code of Civ. Proc. § 382; *Brinker Rest. Corp.*
17 *v. Super. Ct.*, 53 Cal. 4th 1004, 1021 (2012); *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 435 (2000); *Sav-*
18 *on Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 326, 332 (2004). For purposes of this Settlement
19 *only*, Defendants stipulate to conditional certification. (Settlement ¶ 12.1.)

20 “The certification question is ‘essentially a procedural one that does not ask whether an action is
21 legally or factually meritorious.’” *Id.*, at 326, quoting *Linder*. Indeed, the certification question simply
22 asks whether the theory of recovery advanced by the plaintiff is likely to prove amenable to class
23 treatment. *See, e.g., Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th 1286, 1298 (2010). “[I]t is also well
24 established that trial courts should use different standards to determine the propriety of a settlement class,
25 as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for
26 settlement cases.” *Global Minerals & Metals Corp. v. Superior Court*, 113 Cal. App. 4th 836, 859
27 (2003), citing *Dunk v. Ford Motor Co.* 48 Cal. App. 4th 1794, 1807 n. 19 (1996). In view of these
28 standards, *as discussed more thoroughly as part of the preliminary approval motion*, the Settlement

1 Class should be certified for settlement. Code Civ. Proc. § 382; Rules of Court, Rule 3.769(c).

2 **B. The Court Should Approve the Settlement Because It Is a Fair, Adequate, and**
3 **Reasonable Compromise of Disputed Wage Claims**

4 California courts favor settlement. *See, e.g., Stambaugh v. Superior Court*, 62 Cal. App. 3d 231,
5 236 (1976). Unlike most settlements, class action settlements involve a court approval process that exists
6 to prevent fraud, collusion, and unfairness to class members. *Malibu Outrigger Bd. of Governors v.*
7 *Superior Court*, 103 Cal.App.3d 573, 578-579 (1980). This approval process consists of preliminary
8 settlement approval, notice being given to class members, and a final fairness and approval hearing being
9 held at which class members may be heard with respect to the settlement. *Id.* For the reasons discussed
10 below, this Court should finally approve the Settlement and enter Judgment.

11 **1. Class Action Settlements Are Subject to Review and Approval.**

12 Any settlement of class litigation must be reviewed and approved by the presiding court. Rules
13 of Court, Rule 3.769(a). Approval occurs in two steps: (1) an early (preliminary) review and (2) a
14 subsequent (final) review after notice has been distributed to the class members. The Preliminary
15 Approval Hearing and Final Approval Hearing coincide with these two steps. The present motion seeks
16 *final approval* and the entry of a Judgment.

17 To evaluate a settlement, a court must receive “*basic*” information about the nature and magnitude
18 of the claims in question and the basis for concluding that the consideration being paid for the release of
19 those claims represents a reasonable compromise.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th
20 116, 133 (2008). However, the record need *not* contain an explicit statement of the maximum theoretical
21 recovery. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399, 409 (2010).

22 **2. The Parties Reached the Settlement Through Arms’ Length Negotiations**
23 **Between Experienced Counsel with the Assistance of a Highly Qualified**
24 **Mediator After Sufficient Data Was Exchanged to Evaluate Settlement.**

25 A settlement is presumptively fair where it is reached through arms’ length bargaining, based on
26 sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is
27 experienced in similar litigation, and the percentage of objectors is small. *Dunk*, 48 Cal.App.4th at 1802;
28 *In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006); *7-Eleven Owners for Fair Franchising v.*

1 *Southland Corp.*, 85 Cal. App. 4th 1135, 1146 (2000). Here, the Administrators received zero (0)
2 objections. (Salinas Decl., ¶9.) In exercising the power to approve a settlement, the overriding concern is
3 to ensure that a proposed settlement is “fair, adequate, and reasonable,” *Dunk*, at 1801, considering “the
4 complexity and likely duration of further litigation, the risk of maintaining class action status through
5 trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings,
6 the experience and views of counsel, the presence of a governmental participant, and the reaction of the
7 class members to the proposed settlement. *Id.* These factors require balancing, are non-exhaustive, and,
8 as such, trial courts should tailor the factors considered to each case and give due regard to “what is
9 otherwise a private consensual agreement between the parties.” *Id.*

10 Here, the Settlement resulted from thorough, arms’ length negotiations between experienced
11 counsel with the assistance of a skilled mediator, Hon. Carl J. West, Ret. (Leviant Decl., ¶¶ 8-10.)
12 Plaintiff obtained data from Defendant and then carefully reviewed that information. Counsel for
13 Plaintiff also examined relevant policies and interviewed witnesses in detail about their work experiences
14 and Defendant’s practices.

15 Based on the review of data, Plaintiff estimated potential exposure and then estimated risk factors
16 to adjust the reasonable expected outcome. The investigation that Plaintiff’s counsel conducted was
17 sufficient to provide them with enough information to intelligently evaluate the estimated exposure for
18 purposes of negotiating the Settlement in view of the risks discussed below and was sufficient to allow
19 this Court to do the same. *See, e.g., Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 245 (2001).

20 **3. The Settlement Represents a Fair, Adequate, and Reasonable Compromise**
21 **of Class Members’ Claims Based on Defendant’s Estimated Liability**
22 **Exposure Given the Risks Continued Litigation Would Entail.**

23 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
24 trial and does not have to provide 100% of damages sought to be fair and reasonable. “In the context of a
25 settlement agreement, the test is not the maximum amount plaintiffs might have obtained at trial on the
26 complaint, but rather whether the settlement is reasonable under all of the circumstances.” *Wershba*, 91
27 Cal. App. 4th at 250. Accordingly, because settlements involve compromise, even one that provides for
28 substantially narrower relief than would likely be obtained if the suit were successfully litigated can be

1 reasonable given that “the public interest may indeed be served by a voluntary settlement in which each
2 side gives ground in the interest of avoiding litigation.” *Id.*

3 With respect to the claims asserted on behalf of the Class, there are serious risks that support this
4 compromise amount. These risks include, but are not limited to: (i) the risk that Plaintiff would be unable
5 to establish liability for unpaid wages, *see Duran v. US Bank Nat’l Ass’n*, 59 Cal. 4th 1, 39 & n. 33
6 (2014) (“*Duran*”); (ii) the risk that Defendant’s meal and rest period policies might not support class
7 certification or a class-wide liability finding; (iii) the risk that uncertainties about the legality of
8 Defendant’s policies and practices could preclude class-wide awards of statutory penalties; (iv) the risk
9 that individual differences between Class Members could be construed as pertaining to liability and not
10 just damages; (v) the risk that any penalty award under PAGA could be reduced by the Court in its
11 discretion; (vi) the risk that lengthy trial or appellate litigation could ensue; and, (vi) the risk that
12 violation rates could prove lower than expected. (Leviant Decl., ¶ 16.) These risks are non-exhaustive.

13 In light of the uncertainties of protracted litigation, the settlement amount reflects a fair and
14 reasonable recovery for the Class Members. (Leviant Decl. ¶¶ 13-20.) The settlement amount is, of
15 course, a compromise figure. (Leviant Decl. ¶ 17.) By necessity it took into account risks related to
16 liability, damages, and the defenses asserted by Defendant. (*Id.*) Moreover, each Class Member will be
17 given the opportunity to opt-out of the Settlement, allowing those who feel they have claims that are
18 greater than the benefits they can receive under this Settlement to pursue their own claims. (*Id.*) For the
19 **101** members of the Class as of September 2023, the average **gross** benefit is **\$2,970.30** per class
20 member, and the estimated average **net** recovery for each Class Member would be approximately
21 **\$1,460.40**. (*Id.*) Given that Defendant could challenge certification and liability, this is the best result
22 that could have been achieved in settlement. Moreover, a Class Member who worked a greater number
23 of workweeks will receive a larger Settlement share than a Class Member who worked for a shorter time
24 during the class period. (*Id.*)

25 After analyzing the claims in this matter, Plaintiff has concluded that the Gross Settlement
26 Amount of **\$300,000.00** is *more* than the **\$278,060.09** estimate of *risk-adjusted* recovery (excluding
27 interest) at this stage in the litigation. (Leviant Decl., ¶ 18.) This assessment is based on a carefully
28 constructed model of the current fair value of the case, using estimated risks, average wage rates,

1 numbers of employees, and the amount of time covered by the class period. (*Id.*)

- 2 • A reasonably estimated exposure for unpaid off-the-clock wages was calculated, with the
3 assistance of an expert, to be approximately **\$81,977.00**. However, with the risk factor
4 discounts for certification and liability proof, the value of that claim is estimated by
5 Plaintiff's counsel to be approximately **\$9,837.24**, assuming certification probability of 40%
6 and merits success at 30%. The off-the-clock time resulted from timeclock waiting lines, as
7 well as COVID-19 screening procedures, which occurred for a limited time. Here, a
8 **\$80,570.52** exposure has a value of just over 12% of its maximum, given a likelihood of
9 success on both events, which is an approximation of the chain probability of certification
10 multiplied by merits chances: $0.4 \times 0.3 = 0.12$. This exposure assumption (1) ignores the
11 fact that this is unlikely to have affected every employee, and (2) also assumes the off-the-
12 clock contacts happened every day *and* took an average of at least 5 minutes, an assumption
13 that is likely far too optimistic. This theory of recovery also has a high degree of risk because
14 it depends on Class Member estimates of the frequency and duration and is testimony
15 dependent.
- 16 • A reasonably estimated exposure for unpaid wages due to adverse rounding was calculated,
17 with the assistance of an expert, to be approximately **\$9,030.00**. However, with the risk factor
18 discounts for certification and liability proof, the value of that claim is estimated by
19 Plaintiff's counsel to be approximately **\$5,079.38**, assuming certification probability of 75%
20 and merits success at 75%. This claim is arguably strongest claim, after the shift in caselaw
21 discussing rounding, as presaged by *Camp v. Home Depot*. However, the value of a
22 rounding claim is primarily associated with wage statement and late pay penalties. But a
23 good faith belief in the correctness of the prior decisional authority suggests high risk on the
24 merits of penalty claims.
- 25 • A reasonably estimated exposure for rest break violations over the class period was
26 calculated at **\$134,286.40**, but with chances of certification and proof of liability (20% and
27 20% respectively) for a risk-adjusted exposure of **\$5,371.46**. This claim is factually disputed,
28 and some inconsistent information from class members indicates that this theory carries the
potential for high risk. Because this claim is based entirely on class member testimonials,
and the rest break policy of Defendant appeared to be a lawful policy, Plaintiff asserted value
for settlement purposes, while understanding that the risk presented by this claim was very
high. Based on some allegations that rest breaks were missed "regularly," Plaintiff calculated
the exposure assuming one missed rest break per week for 100% of the Class, an incredibly
optimistic assumption.
- A reasonably calculated exposure for meal break violations over the class period was
calculated at **\$59,945.50**, with chances of certification and liability risks (50% and 50%
respectively) resulting in a risk-adjusted exposure of **\$14,986.38**. This exposure is based
upon facial violations of short, missed, or late meal periods. The exposure valuation was still
susceptible to attack. Employee choice is a serious issue in the context of a meal period
claim. So long as an employee has the opportunity to take a lawful meal period, an employee
can choose to take it late, cut it short, or skip it. The total violation rate was about 16%,
which makes employee choice arguments more potent.
- Risk-adjusted penalty recoveries for wage statement and Labor Code § 203 penalties were
estimated to be approximately **\$32,332.50** and **\$37,601.25**, respectively, on maximum
exposures of **\$107,775.00** and **\$125,337.50**, respectively (with certification and merits
success chances of 75% and 40% respectively, based on the rounding theory of unpaid
wages, adjusted for the additional risk of needing to prove other elements in addition to the
underlying wage claim and assuming that Defendant had a good faith belief that it was
providing accurate wage statements).

- A reasonably calculated exposure for unreimbursed expenses was estimated to be **\$33,007.50**, but with chances of certification and proof of liability (50% and 50% respectively) for a risk-adjusted exposure of **\$8,251.88**. The allegation is that Defendant contacted Class Members by cell phone. However, Defendant has a lawful reimbursable expenses policy, rendering this claim susceptible to challenge.
- Performing risk-adjusted valuations for all claims yields a total value in the range of **\$113,460.07**, excluding PAGA.²
- PAGA penalties exposure was calculated to be **\$658,400.00**. But, assuming issues with proof and cooperation of aggrieved employees, along with the Court’s power to reduce penalties, the realistic exposure was calculated to be **\$164,600.00**.

(See, Leviant Decl., ¶ 18.)

The \$300,000.00 settlement here is fully supportable. First, it is important to recognize the wilfulness finding required for Labor Code §§ 203 and 226 is challenging to establish. (Leviant Decl., ¶ 19.) Second, rest break and meal period claims have been challenging to certify for many years, even after *Brinker*. (Leviant Decl., ¶ 19.) The Judicial Council’s Class Certification in California: SECOND INTERIM REPORT FROM THE STUDY OF CALIFORNIA CLASS ACTION LITIGATION - FEBRUARY 2010 (“Second Interim Report”), at page 5, states that “less than a quarter of disposed cases in the study sample were certified, either through a litigated motion for certification or as part of a classwide settlement agreement.” See, Second Interim Report, at 5 (emphasis added).³ That “*or*” is significant. The certification rates identified in the study of less than 25% includes *both* contested certifications and settlement certifications, which are the majority of certifications. In other words, one must assume in any wage and hour class action prior to certification that a contested certification motion will have a success rate of well under 25%, and probably closer to 10% as a starting point for risk evaluation. The facts of each case have significant bearing on these percentages. But it cannot be disputed that certification is an exceptionally difficult procedural hurdle to successfully overcome. Thus,

² It is difficult to assign specific percentages to future events, but it does provide a specific method for attempting to reduce the concept of “very high risk” or “high risk” to a quantifiable amount. Certification of a claim is typically a binary event. One does not obtain a 20% certification; a claim is either certified or it is not. But the current expected value is best quantified by applying a risk reduction, based on the total experience of counsel. The numbers explain with math what can also be described conceptually in words.

³ The report is available at <https://www.courts.ca.gov/documents/classaction-certification.pdf> (last viewed March 12, 2024).

1 it is not unreasonable to start from the proposition that a pre-certification settlement that is 10% to 15%
2 of the maximum plausible exposure is a valid starting point for valuation. If roughly 10% of class
3 actions are certified on a contested basis, then, on average, 90% of the time a class will not be certified
4 and the result for the class is *zero* dollars.

5 Here, the estimated certification probabilities are *above* the average rate at which cases were
6 certified in California over the study years, based upon data available through the California Courts
7 websites. (Leviant Decl., ¶ 19.) In sum, well *under* 20% of all cases filed as proposed class actions are
8 ultimately certified by way of a *contested* motion. (*Id.*) Here, the recovery falls within the expected
9 outcome under the likelihood of success metric. (*Id.*) It would also be appropriate to evaluate the result
10 by examining only the premium wages at issue (approximately \$285,238.90, with no risk reduction),
11 excluding penalties and interest; the settlement is about 105% of the premium wages (unpaid wages,
12 meal period premiums, and rest break premiums) at maximum realistic exposure value.⁴ This Settlement
13 achieves the goals of the litigation.

14 4. The Proposed Method for Allocating Settlement Funds Is Fair.

15 The proposed method of allocating the Settlement Fund to Class Members also is fair and
16 reasonable. The Settlement Fund is to be allocated between all Class Members, based on time worked
17 by the Class Member during the Class Period, in relation to the total amount of time worked by all
18 participating Class Members. This proposed method is fair and reasonable because each Class
19 Member's actual potential damages vary based on the number of workweeks he or she worked (e.g., Lab.
20 Code § 226.7 provides for an extra hour of pay at the employee's regular rate of pay for each violation,
21 resulting in a higher potential damage when a higher number of incidents occur). A Class Member who
22 worked a greater number of work weeks will receive a larger payment under the Settlement than a Class
23

24 ⁴ The exclusion of interest and penalties from the fairness evaluation is proper because, first, PAGA
25 penalties are discretionary (*see* Lab. Code § 2699(e)(2) (the court in its discretion "may award a lesser
26 amount than the maximum civil penalty amount specified by this part...")), and, second, courts evaluate
27 the strength of a proposed settlement without taking potential penalties or interest into consideration. *See*
28 *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 955 (9th Cir. 2000); *see also Miller v. CEVA*
Logistics U.S.A., Inc., 2015 WL 729638, at *7 (E.D. Cal. Feb. 19, 2015) (court utilized calculation of a
defendant's exposure exclusive of interest and penalties to determine whether the settlement fell within
the range of possible approval).

1 Member who worked for a shorter amount of time. (Leviant Decl., ¶¶ 13, 17.)

2 **5. The Proposed Enhancement Award to Plaintiff Warrants Approval.**

3 The proposed enhancement of \$7,500.00 to Plaintiff is intended to recognize substantial initiative
4 and significant efforts on behalf of the Class. Courts routinely approve incentive awards to compensate
5 named plaintiffs for the services they provide and the risks they incur during class action litigation, often
6 in much higher amounts than that sought here. Factors considered when awarding an incentive include
7 the actions the plaintiff has taken to protect the class, the degree to which the class has benefitted, the
8 amount of time and effort the plaintiff expended in the litigation, the risk to the class representative in
9 commencing suit (financial and otherwise), the notoriety and personal difficulties encountered, the
10 duration of the litigation, and the personal benefit (or lack thereof) enjoyed by the plaintiff as a result of
11 the litigation. *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785, 804 (2009). Here, taking the
12 risk of participating in a lawsuit against an employer deserves recognition, especially in light of the
13 settlement achieved by Plaintiff. (Rios Decl., ¶¶ 5-21; Leviant Decl., ¶ 32.) The enhancement also
14 recognizes risks Plaintiff took to be personally liable for costs regardless of the success of the litigation,
15 as well as the personal risk of facing intrusive discovery and potential disclosure to future employers that
16 Plaintiff sued an employer, making future employment less certain. Plaintiff's Declaration supports the
17 requested enhancement and confirms that Plaintiff was an active participant in the settlement of this case.

18 **6. The Proposed Award of Attorneys' Fees and Costs Is Also Fair, Adequate,**
19 **and Reasonable and Merits Approval.**

20 *a) Plaintiff's Counsel Should be Awarded Fees Based on a Percentage of*
21 *the Fund Recovered, Consistent with the Common Fund Method*

22 The request for attorneys' fees as a percentage of the settlement fund is supported by the
23 "common fund theory," where "one who expends attorneys' fees in winning a suit which creates a fund
24 from which others derive benefits, may require those passive beneficiaries to bear a fair share of the
25 litigation costs." *Serrano v. Priest*, 20 Cal. 3d 25, 35 (1977). The common fund doctrine has been
26 applied "consistently in California when an action brought by one party creates a fund in which other
27 persons are entitled to share." *City and County of San Francisco v. Sweet*, 12 Cal. 4th 105, 110 (1995).
28 The lodestar may be cross-checked against the percentage-of-recovery. *See In re Consumer Privacy*

1 Cases, 175 Cal. App. 4th 545, 556-58 (2009).

2 The California Supreme Court removed any lingering doubt about the use of the percentage of
3 the fund method to award attorney's fees in California Courts. *Laffitte v. Robert Half Intern. Inc.*, 1 Cal.
4 5th 480, 503 (2016).⁵ Thus, this Court may and, pursuant to *Laffitte*, *should* award fees to Plaintiff's
5 counsel based upon the percentage of the fund methodology.

6 Setting *Laffitte* aside, whether the once-again-confirmed percentage of the fund method or the
7 lodestar method is used, the outcome is roughly the same: "[F]ee awards in class actions average around
8 one-third of the recovery' regardless of 'whether the percentage method or the lodestar method is used.'" *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521 (2021). This is also consistent with
9 counsels' experience in class cases. Here, Plaintiff's attorneys intend to request attorneys' fees of up to
10 \$100,000.00 (33 and 1/3% of the GSA), and costs capped at \$15,000.00 (which includes payment for
11 mediation, filing fees, service of process fees, and other standard expenses). (Leviant Decl., ¶ 31.) Given
12 the efforts and risks involved in this case, as well as the results achieved, these amounts are within the
13 range of reasonableness and warrant *final approval*.
14

15 b) *A Lodestar Cross Check Confirms that Class Counsel's Requested*
16 *Attorneys' Fees Are Reasonable*

17 Plaintiff's fee application is also reasonable based on Class Counsel's lodestar. Under the
18 lodestar method, the court considers a compilation of the time spent and a reasonable hourly
19 compensation of each attorney to evaluate the reasonableness of the fee. *Ramos v. Countrywide Home*
20 *Loans, Inc.*, 82 Cal. App. 4th 615, 622 (2000). The moving party meets its burden by submitting
21 "declarations evidencing the reasonable hourly rate for their services and establishing the number of
22 hours spent working on the case" as "California case law permits fee awards in the absence of detailed
23 time sheets." *Wershba*, 91 Cal. App. 4th at 254-55; *Dunk*, 48 Cal. App. 4th at 1810; *Nightengale v.*
24 *Hyundai Motors America*, 31 Cal. App. 4th 99, 103 (1994). The hours spent and the reasonable hourly
25

26 ⁵ The Supreme Court also corrected the misconception that *Dunk* should be viewed as expressing
27 doubt about the use of the percentage method: "The *Dunk* court, while finding the percentage method
28 inapplicable to the settlement before it due to the lack of a readily valued common fund, did not purport
to bar its usage generally in common fund cases." *Laffitte*, 1 Cal. 5th at 501.

1 compensation are used to arrive at a “lodestar” figure which may then be augmented or diminished
2 taking into account various “multiplier” factors. *See Ramos*, 82 Cal. App. 4th at 622 (*citing Serrano*, 20
3 Cal. 3d at 48-49).

4 Here, Class Counsel’s *total* lodestar is **\$133,732.50** (including about 10 hours of past and future
5 time not billed by Mr. Leviant). (Leviant Decl., ¶ 32.) The billed lodestar to date is **\$123,982.50**.
6 (Leviant Decl., ¶ 32.) The request for **\$100,000.00** in attorneys’ fees, which is **0.74** times the estimated
7 total lodestar, is reasonable under the lodestar method.

8 (1) Class Counsel’s Hours Are Reasonable

9 In determining whether the number of hours was reasonable, the court must determine that “the
10 time spent was reasonably necessary and that [] counsel made ‘a good faith effort to exclude from the fee
11 request hours that are excessive, redundant, or otherwise unnecessary.’” *Jordan v. Multnomah County*,
12 815 F.2d 1258, 1263 n.8 (9th Cir. 1987). The court should defer to the lawyer’s judgment as to how
13 much time he was required to spend on the case. *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112
14 (9th Cir. 2008) (“[l]awyers are not likely to spend unnecessary time on contingency fee cases in the hope
15 of inflating their fees. The payoff is too uncertain, as to both the result and the amount of the fee.”).
16 Here, Counsel expended a prudent amount of time to achieve the excellent result. (Leviant Decl., ¶ 32.)

17 (2) Class Counsel’s Hourly Rates Are Reasonable

18 The reasonable hourly rate is that prevailing in the community for similar work. *PLCM Group*,
19 *Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000). “[I]n assessing a reasonable hourly rate, the trial court is
20 allowed to consider the attorneys’ skill as reflected in the quality of work, as well as the attorneys’
21 reputation and status.” *MBNA American Bank, N.A. v. Gorman*, 147 Cal. App. 4th 1, 3 (2006). The trial
22 court may also “find hourly rates reasonable based on evidence of other courts approving similar rates.”
23 *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010).

24 Class Counsel are experienced litigators who specialize in employment law, with a substantial
25 wage and hour class action practice. (Leviant Decl., ¶¶ 21-27.) A number of courts, including this
26 Court, have approved Class Counsel’s hourly rates. (Leviant Decl., ¶ 21.) Given the skill and
27 experience of Class Counsel, and the excellent result achieved, Class Counsel’s hourly rates are
28 reasonable.

1 c) *Class Counsel's Costs Are Reasonable*

2 The Settlement Agreement provides for reimbursement of costs not to exceed \$15,000.00. Moon
3 Law Group, PC incurred costs in the total amount of \$18,423.23, which is more than the originally
4 anticipated amount. However, Class Counsel does not seek reimbursement of costs over the maximum
5 amount permitted under the settlement agreement. (Leviant Decl., ¶ 32, Exh. 2.) These costs were
6 reasonably incurred in prosecuting the Action on behalf of the Class Members and should be approved
7 by the Court. Accordingly, Class Counsel respectfully requests the Court approve total costs in the
8 amount of \$15,000.00. (*Ibid.*)

9 **7. The Proposed Payment to the Administrator Is Fair and Reasonable**

10 Phoenix Class Action Administration Solutions, which has been selected due to its competitive
11 bid, states that administration can be performed for a flat rate of **\$6,000.00**. In counsel's experience,
12 based on similar wage-and-hour actions, an estimated cost of \$6,000.00 is a fair and reasonable amount
13 for administration fees and should be preliminarily approved, and it is below the Parties' original
14 estimated cost of \$7,500 to administer the Settlement. (Leviant Decl., ¶ 33.) Phoenix has also confirmed
15 its capabilities and security protocols in the accompanying declaration.

16 **8. The PAGA Allocation is Reasonable**

17 The ultimate decision as to the amount of penalties is always up to the discretion of the Court.
18 Labor Code § 2699(e)(2) states: "In any action by an aggrieved employee seeking recovery of a civil
19 penalty available under subdivision (a) or (f), a court may award a lesser amount than the maximum civil
20 penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do
21 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."

22 Prior to the issuance of *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021), the only sources
23 of persuasive guidance as to how to assess the reasonableness of a PAGA allocation were found in
24 federal court decisions. In their view, a PAGA allocation, even if a small portion of the total settlement,
25 could be reasonable if the settlement of the wage and hour claims is robust and serves the deterrent
26 purpose of PAGA. *O'Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1135 (N.D. Cal. 2016)
27 ("By providing fair compensation to the class members as employees and substantial monetary relief, a
28 settlement not only vindicates the rights of class members as employees, but may have a deterrent effect

1 upon the defendant employer and other employers, an objective of PAGA.”). *Moniz* provided explicit
2 confirmation that this was an appropriate yardstick by which to measure reasonableness of a PAGA
3 settlement. *Moniz*, 72 Cal. App. 5th at 77. *Moniz*, in agreeing with federal courts that have considered
4 how to evaluate a PAGA settlement, concluded that the class action factors are appropriately considered,
5 along with a consideration of whether the settlement furthers “PAGA’s purposes to remediate present
6 labor law violations, deter future ones, and to maximize enforcement of state labor laws.”

7 As to the first set of elements (the class-type analysis), it is embodied in Plaintiff’s discussion of
8 the adequacy of the settlement generally. Here, the expense, complexity and likely duration of future
9 litigation was to some extent an unknown. However, what is certain is that to adequately establish the
10 violations that would support a substantial penalty, tremendous time and expense would be invested.

11 The second element (the PAGA purposes element) is also satisfied here. As held by *Moniz*,
12 PAGA’s purposes include (1) remediation of present labor law violations, (2) deterrence of future
13 violations, and (3) maximization of enforcement of state labor laws. Here the allocation of a major
14 portion of settlement funds to class members still advances the goal of labor law violation remediation.
15 The allocation of a major portion of settlement funds to class members also deters future violations. .
16 This is a \$300,000.00 settlement, a good result for the Class size. Deterrence is fulfilled. Finally,
17 allocation of a major portion of settlement funds to class members still advances the goal of enforcement
18 of state labor law. This settlement is, by definition, a response to alleged violations of labor laws,
19 balanced against risks.

20 In addition, there is no evidence that a court or a commissioner had informed Defendant that their
21 conduct violated the Labor Code. *Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157, 1209 (2008); *Willis v.*
22 *Xerox Bus. Servs., LLC*, 2013 WL 6053831, *7-8 (E.D. Cal. 2013). And in *Cotter*, the court found a
23 significant reduction of the PAGA claim would be appropriate because “[t]his does not appear to be a
24 case where a company has deliberately sought to evade the law.” *Cotter*, 176 F. Supp. 3d at 941.

25 Finally, the PAGA allocation is fair. The LWDA is receiving \$18,000.00. The Class is
26 receiving, net, an estimated \$147,500.00 for the releases of *all* other claims. While the proportion is
27 tipped slightly in favor of the employees, the allocation is not unfair because it satisfies California’s wage
28 and hour policies.

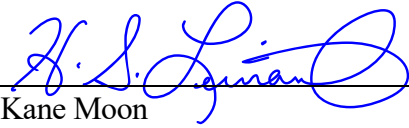
1 **VII. CONCLUSION**

2 For all the foregoing reasons, because the Class meets the requirements for certification, because
3 the Settlement bears all requisite indicia of fairness, reasonableness, and adequacy, and because the
4 notice procedure complied with Rule 3.766 and due process, this Court should grant this Motion for
5 Final Approval and adopt the [Proposed] Order Granting Final Approval of Class Action Settlement
6 submitted herewith.

7 Respectfully submitted,

8 Dated: March 10, 2025

MOON LAW GROUP, PC

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10 By: 
Kane Moon
H. Scott Leviant
Sandy Pham

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12 Attorneys for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

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Counsel for Defendant

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **March 10, 2025** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature