

AEGIS LAW FIRM, PC

KASHIF HAQUE, State Bar No. 218672

SAMUEL A. WONG, State Bar No. 217104

JESSICA L. CAMPBELL, State Bar No. 280626

ALEX J. VALLE, State Bar No. 334263

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

E-Mail: avalue@aegislawfirm.com

Attorneys for Plaintiff Ricky Martorana, individually, and on behalf of
all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

RICKY MARTORANA, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

BLUE KNIGHT SECURITY & PATROL
INC; and DOES 1 through 20, inclusive,

Defendants.

Case No. 34-2022-00330471-CU-OE-GDS

Assigned for all purposes to:

Judge Jill Talley

Dept. 23

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: November 8, 2024

Time: 9:00 a.m.

Dept: 23

Reservation: A-330471-001

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1 **I. INTRODUCTION**

2 Pursuant to California Rules of Court 3.769 (d) and (e), Plaintiff Ricky Martorana (“Plaintiff”)
3 requests that the Court grant preliminary approval of a class action settlement of wage and hour claims,
4 including a claim under the California Private Attorneys General Act of 2004, codified at Lab. Code §
5 2698, *et seq.* (“PAGA”), against Defendant Blue Knight Security & Patrol Inc. (“Defendant”)
6 (collectively, Plaintiff and Defendant referred to as the “Parties”). The putative class consists of
7 approximately 1,147 non-exempt employees who worked for Defendant in California (individually,
8 “Class Member”; collectively, the “Class”) from June 1, 2020 to the date of Preliminary Approval (the
9 “Class Period”). The basic terms of the Class Action and PAGA Settlement Agreement and Class Notice
10 (“Settlement Agreement” or “Settlement”)¹ provide for the following:

- 11 (1) A non-reversionary Gross Settlement Amount of \$650,000.00 allocated to approximately
12 1,147 Class Members on a pro rata basis according to the number of weeks each Class
13 Member worked during the Class Period;
- 14 (2) An award of up to one-third of the Gross Settlement Amount (currently \$216,666.67) and up
15 to \$30,000.00 in reimbursement of costs to Plaintiff’s Counsel for services rendered as
16 counsel on this matter;
- 17 (3) Service Payment of up to \$10,000.00 to the Named Plaintiff;
- 18 (4) Settlement Administration fees and costs of up to \$11,850.00; and
- 19 (5) Allocations of \$40,000 for resolution of civil penalties under PAGA. Seventy-five percent
20 (75%) of this payment will be paid to the California Labor and Workforce Development
21 Agency (“LWDA Payment”), and twenty-five percent (25%) will be paid to Class Members
22 who worked for Defendant during the PAGA Period.

23 With each Class Member allocated an average recovery of approximately \$300.00 from the Net
24 Settlement Amount, the Settlement satisfies the criteria for preliminary approval and falls well within
25 the range of reasonableness given the risks and costs of continued litigation. The Settlement was reached

26 ¹ A true and correct copy of the fully-executed Settlement Agreement is attached as **Exhibit 1** to the
27 Declaration of Alex J. Valle in Support of Plaintiff’s Motion for Preliminary Approval (“Valle Decl.”),
28 filed concurrently herewith. Unless otherwise defined herein, all capitalized terms in this Motion will be
used as such terms are defined and used in the Settlement.

1 through informed, arms-length bargaining at and after mediation between experienced attorneys. As
2 such, Plaintiff requests that the Court grant preliminary approval of the Settlement, conditionally certify
3 the Class for settlement purposes only, appoint Plaintiff as the Class Representative, appoint Plaintiff's
4 Counsel as Class Counsel, appoint ILYM Group, Inc. as the Settlement Administrator, authorize the
5 Settlement Administrator to send notice of the Settlement, and set a final approval hearing date.

6 **II. SUMMARY OF THE LITIGATION AND THE PARTIES**

7 Defendant operates a private security company in California. Valle Decl., ¶ 3. It employed Plaintiff
8 as a private security guard from March to October 2022. Declaration of Ricky Martorana ("Martorana
9 Decl."), ¶ 2. On November 29, 2022, Plaintiff's counsel provided written notice to the LWDA and
10 Defendant regarding Defendant's alleged Labor Code violations, as required by Lab. Code § 2699.3(a).
11 Valle Decl., ¶ 4, Ex. 2. The LWDA did not respond to this notice, indicating it did not intend to investigate,
12 thus allowing Plaintiff to bring a PAGA claim against Defendant. *Id.* On November 29, 2022, Plaintiff
13 filed a putative class action on behalf of Defendant's non-exempt employees alleging the following causes
14 of action: (1) pay all wages (including minimum wages and overtime wages); (2) provide lawful meal
15 periods or compensation in lieu thereof; (3) failure to authorize or permit lawful rest breaks or provide
16 compensation in lieu thereof; (4) failure to reimburse necessary business-related costs or to refrain from
17 making unlawful deductions; (5) failure to provide accurate itemized wage statements; (6) failure to pay
18 wages timely during employment; (7) failure to pay all wages due upon separation of employment; and
19 (8) violation of Business and Professions Code § 17200, *et seq.*; for the preceding claims. *Id.* On April 7,
20 2023, Plaintiff filed a First Amended Complaint adding a cause of action for Enforcement of Labor Code
21 §§ 2698 *et seq.* ("PAGA"). *Id.* at ¶ 5.

22 The Parties proceeded with informal discovery. Valle Decl., ¶ 6. Before attending mediation,
23 Defendant produced its employee handbooks, policies, and Class Members' timekeeping and pay records.
24 *Id.* On January 22, 2024, the Parties attended a mediation session with Jill Sperber, a respected mediator,
25 and reached a settlement. Valle Decl., ¶ 7. After a full day of negotiating and continued discussions in the
26 week the followed the mediation, the Parties agreed to a settlement amount and executed a Memorandum
27 of Understanding with the material terms the parties had agreed to. *Id.* The Parties spent the next few
28 months negotiating the terms of the Settlement, which was finalized in June of 2024. *Id.* On August 13,

2024, Plaintiff submitted the Settlement to the LWDA pursuant to Lab. Code § 2699(1)(2). Valle Decl., ¶ 11. Ex. 3.

III. SUMMARY OF THE SETTLEMENT

A. Terms of Settlement

Plaintiff and Defendant agreed to settle the claims in exchange for a Gross Settlement Amount of \$650,000, and there is no non-cash consideration. Settlement Agreement, § 3.1. The following items will be deducted from the Gross Settlement Amount: (1) an enhancement award to Plaintiff of not more than \$10,000; (2) attorneys' fees to Class Counsel of not more than one-third of the Gross Settlement Amount, which are currently estimated at \$216,666.67; (3) reimbursement of Class Counsel's litigation costs of not more than \$30,000; (4) Settlement Administration fees and costs not to exceed \$11,850; and (6) a payment to the LWDA of \$30,000 pursuant to PAGA. *Id.* at § 3.2.1 – 3.2.5. No other deductions are sought from the Gross Settlement Amount. The Net Settlement Amount is estimated to be approximately \$341,483.39, and the \$10,000 (25% of the PAGA payment) will be allocated to the Aggrieved Employees. *Id.*

The Net Settlement Amount will be distributed as Individual Settlement Payments to Participating Class Members. *Id.* Class Members' Individual Settlement Payments will be distributed by mail 14 days after final approval of the Settlement and Defendant funds the Gross Settlement Amount. *Id.* at § 4.4. Under the terms of the settlement, Defendant will fund the settlement in three installments beginning 60 days after final approval and concluding 120 days after final approval. Settlement Agreement, § 4.3. Defendant will separately provide its financial records in support of the installment payments.

Individual Settlement Payments will be calculated by comparing the total Qualifying Workweeks for the Class to each individual Class Member's Qualifying Workweeks. *Id.* at § 3.2.4. Each check will be valid for 180 days after issuance, and will prominently state the date by which the check must be cashed. *Id.* at § 4.4.1. The Settlement Administrator will calculate the actual estimated recovery to include in the Class Notice and provide the estimated low and high range of possible recovery at final approval. Settlement Agreement, Ex. A (Notice of Class Action Settlement). Defendant estimates that the Class Members worked a total of 32,265 Workweeks. Settlement Agreement, § 4.1. Plaintiff estimates that the Aggrieved Employees worked approximately 12,243 Pay Periods. Valle Decl., ¶ 9. As

1 such, Plaintiff estimates that each Pay Period is worth approximately \$0.81, each Workweek is worth
2 approximately \$10.58, each Class Member will receive approximately \$297.72 based thereon. *Id.*

3 The class notice will be provided in English and Spanish. *See id.* at § 1.11. The Settlement
4 Administrator will create a website informing Class Members of Final Approval Hearing, including copies
5 of the Settlement Agreement and other pleadings filed in this case. *Id.* at § 8.8.1. Once the Court grants
6 final approval and enters judgment, Plaintiff will provide Notice of Entry of Final Judgment and the
7 Settlement Administrator will post the Notice on its website. *Id.* at § 8.8.1. As ILYM Group, Inc. has not
8 been appointed as the Settlement Administrator, no URL for this website currently exists. Valle Decl., ¶
9 15. The URL link will be created before any mailing occurs, and it will be included in the Class Notice,
10 which presently contains a placeholder for it. *See* Settlement Agreement, Ex. A (Class Notice), pp. 30-31.

11 The Individual Settlement Payments to Class Members will be allocated for tax purposes as
12 follows: 20% to wages; 80% to penalties and interest. Settlement Agreement, § 3.2.4.1. The employer-
13 side payroll taxes on the portion allocated to wages will be paid separately by Defendant, and will not
14 be deducted from the Gross Settlement Amount. *Id.* at § 3.1. The Gross Settlement Amount is non-
15 reversionary and no claims process will occur. *Id.* Funds from uncashed or undeliverable checks will be
16 tendered by the Settlement Administrator to the State Controller Unclaimed Property Fund in the name of
17 the Class Member for whom the funds are designated, rather than going to a *cy pres*. *Id.* at § 4.4.3.

18 **B. The Settlement Administrator**

19 The Parties jointly selected ILYM Group, Inc. as the proposed Settlement Administrator. Valle
20 Decl., at ¶ 14. The Parties agreed to request detailed settlement administration bids from four companies
21 whom they have had operate as a Settlement Administrator in prior class action and PAGA cases. *Id.*
22 The companies selected were ILYM Group, Inc., Apex Class Action Administration, Rust Consulting,
23 and Phoenix Class Action Administration Solutions, companies with which Plaintiff's counsel has
24 contracted for labor class action and PAGA cases in the past. *Id.* After reviewing the bids, the Parties
25 agreed to select the administrator who offered the lowest bid of the four companies, which was ILYM
26 Group, Inc. *Id.* ILYM Group, Inc. has security procedures in place, and is experienced in handling the
27 settlement administration of like cases. *Id.*, Ex. 4, p. 4. Moreover, ILYM Group, Inc.'s bid detailed its
28 anticipated expenses that would be incurred to administer the Settlement. *Id.*, Ex. 4.

C. Proposed Opt-Out and Objection Process

Once the Court grants preliminary approval, Defendant will have fifteen days to deliver the Class Data (including the class list) to the Settlement Administrator. Settlement Agreement, § 4.2. The Settlement Administrator will then have fourteen days to send Class Members the Notice of Class Action Settlement (“Class Notice”) by first-class mail after checking for updated addresses through the National Change of Address database. *Id.* at §§ 4.4.1, 8.4.2. The Class Notice (which has been approved by the Parties) provides information regarding the alleged claims, a summary of the substance of the settlement terms, the formula for calculating Individual Settlement Payments, the individual’s estimated payout, a statement that Class Members who take no action will release their claims and receive settlement checks, instructions regarding how to dispute the calculations, instructions regarding how to request exclusion or object to the Settlement, the date and location for the final approval hearing, the amounts sought for attorneys’ fees and costs, the Settlement Administration Costs, the Class Representative’s Service Payment, and the PAGA allocation. *See* Settlement Agreement, Ex. A (Class Notice).

The Class Notice provides instructions for Class Members who choose to exclude themselves from the Settlement. *See* Settlement Agreement § 8.5.1. To opt out, Class Members are instructed to submit a Request for Exclusion to the Settlement Administrator no later than 60 days after the date of mailing of the Class Notice. *See* Settlement Agreement, Ex. A (Class Notice), pp. 1, 6. Class Members do not need to submit a claim form to participate in the Settlement. *Id.* at p. 1. Class Members are informed of how they can object to the Settlement (attending the Final Approval Hearing or sending written objections to the Settlement Administrator), and the Class Notice will inform Class Members of the date, time, and location of the final fairness and approval hearing so that they can appear in person. *Id.* at pp. 2, 6. The Class Notice also informs Class Members to check the Administrator’s website or contact Class Counsel to verify the date and time of the Final Approval Hearing. *Id.* at p. 8. Accordingly, the content of the Class Notice complies with the requirements of Cal. R. Ct. 3.766(d).

If Class Notice packets are returned as undeliverable, the Settlement Administrator will perform a skip-trace or other search, and re-mail the Class Notice with an extended deadline, to opt out or object, of 14 days from the date of mailing or the original deadline, whichever is later. Settlement Agreement, § 8.4.3. The initial 60-day notice period and extension process ensures the notice program provides due

1 process by giving Class Members enough time to determine whether they want to participate in the
2 Settlement. This means of notice is reasonably calculated to apprise Class Members of the pendency of
3 the action. *See* Cal. R. Ct. 3.766 (d)-(f). No other affirmative duties are placed on the Class Members,
4 and no other affirmative duties, aside from drafting and filing approval motions, are placed on Class
5 Counsel. Valle Decl., ¶ 16.

6 **D. Proposed Release**

7 The release to be given by Class Members is limited to Defendant and all of its past or present
8 owners, officers, directors, shareholders, members, executives, partners, employees, insurers, managers,
9 agents, representatives, predecessors, successors, parents, subsidiaries, joint ventures and affiliated
10 entities (the “Released Parties”). Settlement Agreement, § 1.39. Under the proposed release, Class
11 Members who do not exclude themselves from the Settlement will be deemed to have released the
12 following:

13 all claims that were or could have been asserted based on the facts alleged in the Operative
14 Complaint, including, but not limited to claims under the applicable Wage Order(s), Labor
15 Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2,
16 1197, 1198, 2699, 2698 et seq., 2800, 2802, and Bus. & Prof. Code sections 17200 et seq.,
17 including claims for failure to pay minimum wages, failure to pay overtime wages, failure
18 to provide meal and rest periods or provide compensation in lieu thereof, unlawful
19 deductions, failure to reimburse business expenses, failure to provide accurate itemized
20 wage statements, failure to pay wages timely during employment, failure to pay all wages
21 due upon separation of employment and unfair competition. Except as set forth in Section
22 6.3 of this Agreement, Participating Class Members do not release any other claims,
23 including claims for vested benefits, wrongful termination, violation of the Fair
24 Employment and Housing Act, unemployment insurance, disability, social security,
25 workers’ compensation, or claims based on facts occurring outside the Class Period.

26 *Id.* at § 6.3.

27 PAGA Group Members release the Released Parties from:

28 all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably
could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA
Notice, including, but not limited to claims under the applicable Wage Order(s), Labor Code
sections 201, 202, 203, 204, 210, 221, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198,
2699, 2698 et seq., 2800, 2802, and Bus. & Prof. Code sections 17200 et seq., including claims
for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal and rest
periods or provide compensation in lieu thereof, unlawful deductions, failure to reimburse
business expenses, failure to provide accurate itemized wage statements, failure to pay wages
timely during employment, failure to pay all wages due upon separation of employment and unfair
competition.

1 *Id.* at § 6.4.

2 The releases are narrowly tailored to the claims that were or could have been alleged in the
3 operative complaint, which alleges a failure to pay minimum and overtime wages, failure to provide
4 meal periods and rest breaks, failure to reimburse business expenses, failure to refrain from making
5 unlawful deductions from pay, failure to provide accurate itemized wage statements, failure to pay
6 wages timely during employment, failure to pay all wages due upon separation of employment,
7 violations of Business and Professions Code § 17200 based on the foregoing violations, and PAGA
8 penalties based on the foregoing violations. Valle Decl., at ¶ 17. Only Plaintiff will agree to a general
9 release of any and all claims, whether known or unknown, which exist or may exist on Plaintiff's behalf
10 as of the date of the Settlement, and a waiver of Civ. Code Proc., § 1542. Settlement Agreement, § 6.1.
11 As such, the release is fairly tailored to the claims that were or could be asserted in the lawsuit based on
12 the facts alleged in the complaint.

13 The Class Member Release only extends through the Class Period, June 1, 2020 through the date
14 of preliminary approval. Settlement Agreement, §§ 1.12 & 6.3. Similarly, the PAGA release only applies
15 during the PAGA Period. Settlement Agreement, §§ 1.30, 6.2, 6.4. No release period extends beyond
16 the date of preliminary approval. *Id.* While the operative complaint alleged a Class Period beginning in
17 2018, the June 1, 2020 date was chosen based on Defendant's representations that it did not operate
18 before May 2020 and did not employ any non-exempt employees before June 1, 2020, which was
19 confirmed by the records, and California Secretary of State Filings. Valle Decl., ¶ 18. The
20 aforementioned releases will not be effective until Defendant fully funds the Gross Settlement Amount
21 and separately funds all payroll taxes owed. Settlement Agreement, § 6.

22 **IV. LEGAL ARGUMENTS SUPPORTING PRELIMINARY APPROVAL**

23 **A. Provisional Certification of the Class is Appropriate**

24 Class certification is appropriate when there exists (1) an ascertainable and sufficiently numerous
25 class, (2) a well-defined community of interest among class members, and (3) when certification would
26 be a fair and efficient means of adjudicating the action, rendering class litigation superior to alternative
27 means. *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1021 (2012).

1 **1. The Proposed Class is Numerous and Ascertainable**

2 Whether a class is “ascertainable” is “determined by examining (1) the class definition, (2) the
3 size of the class, and (3) the means available for identifying class members.” *Reyes v. Bd. of Supervisors*,
4 196 Cal. App. 3d 1263, 1271 (1987). Here, the Class consists of all non-exempt employees who are or
5 were employed by Defendant in California at any time from June 1, 2020 to the date of Preliminary
6 Approval. Settlement Agreement, §§ 1.5, 1.12. Defendant’s records show the Class consists of
7 approximately 1,147 individuals, making joinder of all Class Members impracticable. Valle Decl., ¶ 10.
8 Further, the Class is readily ascertainable from Defendant’s business records because all Class Members
9 are current or former employees of Defendant. *Id.*

10 **2. A Well-Defined Community of Interest Exists Among Class Members**

11 “[T]he ‘community of interest requirement embodies three factors: (1) predominant common
12 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3)
13 class representatives who can adequately represent the class.’” *Fireside Bank v. Superior Court*, 40 Cal.
14 4th 1069, 1089 (2007) (quoting *Richmond v. Dart Industries, Inc.*, 29 Cal. 3d 462, 470 (1981)).

15 a. Common Questions Predominate

16 To assess whether common questions predominate, courts focus on whether the theories of
17 recovery advanced are likely to prove amenable to class treatment. *See Sav-On Drug Stores, Inc. v.*
18 *Superior Court*, 34 Cal. 4th 319, 327 (2004). In other words, courts determine whether the elements
19 necessary to establish liability are susceptible of common proof, even if the class members must
20 individually prove their damages. *Brinker, supra*, 53 Cal. 4th at 1021-1022, 1024.

21 Plaintiff alleged that Defendant maintained uniform employment policies and/or practices that
22 illegally deprived Class Members of lawful wages, meal periods, rest breaks, accurate wage statements,
23 and waiting time pay. Valle Decl., ¶ 11. Plaintiff’s allegations present common legal and factual questions
24 of, *inter alia*, whether Defendant applied the same scheduling, timekeeping, minimum and overtime pay,
25 meal period, and rest break policies to all Class Members; whether these policies and practices resulted in
26 Labor Code violations; whether Defendant’s conduct was intentional; and whether Class Members are
27 entitled to penalties. *Id.* These common questions could be resolved using Class Members’ schedules,
28 time punches, and payroll records, Defendant’s corporate representative’s testimony, written

1 communications between Defendant and Class Members, and Class Member declarations. *Id.* Thus, the
2 Court can and should exercise its discretion to grant conditional class certification for settlement purposes.

3 *b. Plaintiff's Claims are Typical of the Class Claims*

4 The typicality requirement is satisfied when the legal theories and facts supporting Plaintiff's
5 claims are substantially similar to other class members. *See Classen v. Weller*, 145 Cal. App. 3d 27, 46
6 (1983). Here, Plaintiff alleges that he and other Class Members were employed by Defendant and
7 injured by Defendant's common wage and hour policies and practices, including Defendant's
8 scheduling, timekeeping, minimum wage pay, overtime pay, meal period, and rest break practices and
9 policies. Valle Decl., ¶ 12. Through documents and information exchanged in informal discovery,
10 including production of thousands of pages of documents by Defendant, Plaintiff confirmed that these
11 common policies and practices similarly affected Plaintiff and the Class. *Id.* Thus, Plaintiff's claims
12 arise from the same employment practices and are based on the same legal theories as those applicable
13 to other Class Members, as further explained in Plaintiff's exposure analysis below.

14 *c. Plaintiff and Plaintiff's Counsel Will Adequately Represent the Interests of*
15 *the Proposed Class*

16 Certification requires adequacy of both the proposed class representative(s) and proposed class
17 counsel. With respect to the class representative, a plaintiff must adequately represent and protect the
18 interests of other members of the class and demonstrate that his or her claim is not inconsistent with the
19 claims of other members of the class. *See Capitol People First v. State Dept of Developmental Servs.*,
20 155 Cal. App. 4th 676, 696-697 (2007). Here, Plaintiff's interests are coextensive with the interests of
21 the Class. Plaintiff demonstrated an ability to advocate for the interests of the Class by litigating this
22 action, gathering documents and information, being available on the day of mediation to answer
23 questions, meeting with his attorneys on several occasions to understand the claims and theories of
24 liability at issue, assisting attorneys in preparing for mediation, reviewing the proposed settlement
25 agreement to understand its legal effect, and obtaining a fair settlement on behalf of Class Members
26 who stand to recover under the Settlement. Martorana Decl., ¶¶ 4-10.

1 Likewise, Aegis Law Firm, PC has expended considerable time and effort on this case and will
2 continue to do so through final approval. *See generally*, Valle Decl. Accordingly, Plaintiff should be
3 appointed Class Representative, and Plaintiff’s Counsel should be appointed Class Counsel.

4 **3. A Class Action is Superior to a Multitude of Individual Lawsuits**

5 Class treatment is superior to other methods of adjudication when the probability is small that
6 each class member will come forward to prove his or her claim and when the class approach would deter
7 and redress the alleged wrongdoing. *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 435, 446 (2000);
8 *Ghazaryan v. Diva Limousine, Ltd.*, 169 Cal. App. 4th 1524, 1537-1538 (2008). Here, none of the other
9 1,147 Class Members had shown any interest in bearing the expense and burden of litigating their own
10 claims. Valle Decl. ¶ 35. Thus, a class action is the superior method for seeking relief.

11 **B. The Settlement Meets the Standards for Preliminary Approval**

12 Preliminary approval is warranted if the settlement falls within a “reasonable range.” *See North*
13 *County Contractor’s Ass’n., Inc. v. Touchstone Ins. Servs.*, 27 Cal. App. 4th 1085, 1089-90 (1994);
14 Conte & Newberg, *Newberg on Class Actions*, § 11.26 (4th ed. 2002). In reviewing the fairness of a
15 class action settlement, due regard should be given to what is “‘otherwise a private consensual
16 agreement between the parties.’” *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1389
17 (2010). The inquiry “must be limited to the extent necessary to reach a reasoned judgment that the
18 agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties,
19 and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Id.*

20 Reasonableness and fairness are presumed where (1) the settlement is reached through “arms-
21 length bargaining”; (2) investigation and discovery are “sufficient to allow counsel and the court to act
22 intelligently”; (3) counsel is “experienced in similar litigation”; and (4) the percentage of objectors “is
23 small.” *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996). The Settlement satisfies the first
24 three factors. Plaintiff will analyze the fourth factor at the final approval stage.

25 **1. The Settlement is Entitled to a Presumption of Fairness**

26 **a. The Settlement is the Result of Arm’s-Length Negotiations**

27 Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless
28 evidence to the contrary is offered. Thus, there is a presumption that settlement negotiations are

1 conducted in good faith. Here, the Settlement was the product of extensive investigation and a full day
2 mediation with a respected mediator after extensive discovery. Valle Decl. ¶¶ 6-7. The negotiations
3 were adversarial, conducted at arm's length and tempered by the efforts of both sides to serve the
4 interests of their clients. *Id.* at ¶ 7. The amount of Plaintiff's requested Service Award was not negotiated
5 until after the Parties agreed to the Gross Settlement Amount and many other terms. *Id.* at ¶ 37.

6 *b. Plaintiff's Counsel Conducted Sufficient Investigation and Discovery*

7 Plaintiff's Counsel thoroughly investigated the class claims, applicable law, and potential
8 defenses. *See generally*, Valle Decl. In particular, Plaintiff's Counsel assessed the value of the class
9 claims using Defendant's data and documents produced through informal discovery. Valle Decl., ¶ 12.
10 Plaintiff's Counsel extensively reviewed policy documents and Class Members' time and pay records
11 to perform a thorough analysis. *Id.* Further, Plaintiff's Counsel engaged an expert to quantify the
12 potential exposure using the time and payroll records, and then assessed the risks associated with each
13 of the claims meriting reductions in the likely recovery at trial. *Id.* Accordingly, Plaintiff's Counsel fully
14 understood the strengths and weaknesses of the claims before the Parties reached a settlement. *Id.*

15 *c. Plaintiff's Counsel is Experienced in Similar Litigation*

16 Plaintiff is represented by Aegis Law Firm, PC ("Class Counsel"). Class Counsel prosecute wage
17 and hour class actions on behalf of employees and others who have had their rights violated. Valle Decl.
18 ¶¶ 39-53. The attorneys working on this case have been appointed class counsel in many cases, through
19 both contested motions and settlement approval motions. *Id.* Thus, Plaintiff's Counsel has extensive
20 experience in similar litigation and should be appointed as Class Counsel.

21 **2. The Settlement is Reasonable Given the Strengths of Plaintiff's Claims and**
22 **the Risks and Expense of Litigation**

23 Courts have discretion to approve class settlements by assessing several factors, including the
24 "strength of plaintiffs' case, risk, expense, complexity and likely duration of further litigation and risk
25 of maintaining the class action through trial." *Munoz v. BCI Coca-Cola Bottling Co. of L.A.*, 186 Cal.
26 App. 4th 399, 407 (2010); *see Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129 (2008).

27 While Plaintiff and his counsel believed and continue to believe this is a strong case for
28 certification, the significant risks and expenses associated with class certification and liability

proceedings were taken into account. Valle Decl., ¶ 19. To determine if the amount offered at mediation was reasonable, Plaintiff's Counsel weighed that figure against many risk factors. *Id.* at ¶ 20. If Plaintiff continued to prosecute the claims rather than accept a settlement, Plaintiff would have faced deadlines to file a motion for class certification, had to have engaged in formal written discovery and taken depositions, expended time and resources to resolve disputes, prepared and filed potential dispositive motions and/or discovery motions, and engaged in extensive trial preparation. *Id.* at ¶ 21. An adverse ruling at any one of these stages could have prevented the Class from obtaining any recovery. *Id.*

a. Exposure Analysis

A settlement does not have to provide 100% of the damages sought to be considered a fair and reasonable settlement. *See Rebney v. Wells Fargo Bank*, 220 Cal. App. 3d 1117, 1139 (1991). Rather, compromise is expected:

Compromise is inherent and necessary in the settlement process . . . even if “the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated,” this is no bar to a class settlement because “the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.”

Wershba v. Apple Computer, Inc., 91 Cal. App. 4th 224, 250 (2001) (citation omitted). Here, Plaintiff contends that his claims are based on Defendant's common, class-wide policies and procedures, and that liability could be determined on a class-wide basis without dependence on individual assessments of liability. Valle Decl., ¶ 13. Although the amount of Defendant's potential exposure—if proven—is substantial, the legitimate and serious risks of succeeding at class certification and trial compelled a serious consideration of the benefit of a settlement. *Id.* at ¶ 20.

Regular Rate of Pay Claim: This claim was premised on the theory that Defendant failed to pay overtime using Class Members' regular rates of pay because it did not include blended rates and bonuses into the regular rates of pay. Valle Decl., ¶ 22. Plaintiff's expert calculated Defendant's maximum exposure by calculating the amount of unpaid overtime in each pay period to each employee. The expert calculated this claim using the class member records of every bonus paid, hours worked, and wages paid in individual pay periods. *Id.* After reviewing the records, Plaintiff's expert calculated \$81,201 in underpaid wages due to the failure to include bonuses and blended rates into the regular rates of pay using the average rate of pay, \$17.78 per hour. *Id.* However, Defendant argued that if the bonuses were

1 non-discretionary, it only paid bonuses to certain employees, and the claim could not be certified on a
2 class-wide basis. *Id.* Defendant's position was supported by the records, which revealed that even
3 including the blended rates, this claim only affected 20.8% of employees and 8.2% of pay periods. *Id.*
4 Since so few of the Class Members were affected, Plaintiff's counsel believed that Plaintiff had a 35%
5 chance at certifying this claim and a 20% chance of recovery at trial, for a realistic valuation of
6 \$5,684.07. *Id.*

7 Overtime Claim: This claim was premised on the theory that Defendant failed to correctly pay
8 overtime hours during overnight shifts based on Defendant's policy of defining a workday as 12:00 a.m.–
9 11:59 p.m. Valle Decl., ¶ 23. Plaintiff's expert found that the records showed \$25,815 in underpayment
10 using the average rate of pay. *Id.* However, Defendant argued that it implemented an Alternative
11 Workweek Schedule that reduced alleged overtime. *Id.* at ¶ 24. Plaintiff did not believe that the
12 purported Alternative Workweek Schedule was valid and thus, believed he had a 75% chance of
13 certifying this claim and a 50% chance of recovery at trial, for a realistic valuation of \$9,680. *Id.*

14 Pre-Shift and Post-Shift Duties Claim: This claim was premised on the theory that Defendant
15 failed to compensate Class Members for work performed pre-shift and post-shift. Valle Decl., ¶ 25.
16 Plaintiff's counsel liberally assumed that Class Members had worked about 20 minutes in post-shift
17 duties per shift. *Id.* As a result, Plaintiff's expert calculated a total of 42,457 hours unpaid during the
18 Class Period, of which 41.2% would constitute overtime hours worked. *Id.* Class Members' average rate
19 of pay was \$17.78, resulting in \$910,391 in potential damages for this claim. *Id.* However, Defendant
20 argued that Class Members did not work 20 minutes in post-shift duties due to manner of Defendant's
21 timekeeping practices, and even if they did, it implemented an Alternative Workweek Schedule that
22 reduced alleged overtime. *Id.* Defendant also argued that it did not encourage Class Members to work
23 after clocking-out for their shifts, and would not permit doing so as working off-the-clock would
24 contravene their entire business model of having companies pay Defendant for having its security guards
25 present at contracted locations for protection. *Id.* Plaintiff believed this claim would be hard to certify
26 and would likely require declarations from numerous employees attesting that they regularly worked
27 before or after their shifts. *Id.* Even if Plaintiff could obtain such declarations, he doubted that all Class
28 Members would say they worked for at least 20 minutes off-the-clock during each shift. *Id.* Plaintiff

1 also believed Defendant would probably procure competing declarations stating that Class Members
2 had been paid for all hours worked. *Id.* As such, Plaintiff believed there was a 20% chance at certifying
3 the claim and a 10% chance at recovering the full amount at trial. *Id.* Accordingly, Plaintiff believed the
4 realistic value of this claim was \$18,207. *Id.*

5 Meal Period Claims: Plaintiff's meal period claim was premised on the theories that Defendant:
6 (1) maintained and enforced an illegal on-duty meal policy; (2) failed to provide second meal periods
7 during shifts over 10 hours in length; and (3) interrupted Class Members' meal periods to respond to
8 radio calls. Valle Decl. ¶ 26. Plaintiff contended that the on-duty meal period policy could be certified
9 as an illegal policy affecting approximately 64.5% of all 112,523 recorded meal periods. *Id.* If proven,
10 the exposure could be as high as \$1,254,136. *Id.* The records supported Defendant's argument that that
11 not all meal periods were on-duty meal periods, which varied by assignment. *Id.* This variation could
12 make this claim hard to certify. *Id.* Furthermore, to achieve class certification and recover meal period
13 premiums for these violations, the Court would have to decide the legality of the on-duty policy under
14 the "nature of the work" exemption of Wage Order 4 before he could receive any recovery. *Id.* As such,
15 Plaintiff believed this claim had a 35% chance at certification and a 20% chance at recovery, resulting
16 in a realistic exposure of \$87,789. *Id.*

17 Plaintiff's expert also analyzed employee records received from Defendant, and found that while
18 many shifts over 10 hours did not record a second meal period, this violation only affected
19 approximately 9% of total shifts. Valle Decl., ¶ 27. Based on these violations, Plaintiff's expert
20 estimated the total valuation of this claim at \$210,141. *Id.* However, Defendant argued that Class
21 Members signed written meal period waivers, and it began paying meal period premiums in 2022, which
22 could further decrease the amount of recovery for this claim. *Id.* As such, Plaintiff believed this claim
23 would be hard to certify and, thus, believed he had a 20% chance at certification and a 20% chance of
24 recovery at trial, resulting in a realistic valuation of \$8,405. *Id.*

25 Moreover, the radio interruption claim would have to be proven by Class Member declarations
26 attesting that Defendant required employees to monitor their radios during meal periods and/or that they
27 were required to respond to radio calls. Valle Decl., ¶ 28. Plaintiff liberally assumed that this claim
28 could affect all 112,523 meal periods, which would result in a maximum potential exposure of

1 \$2,000,658, if proven. *Id.* However, Defendant contended that it trained Class Members to turn off their
2 radios during breaks, and Defendant would likely provide competing declarations, making this theory
3 hard to certify and prove at trial. *Id.* Given the immense uncertainties of this claim, Plaintiff believed
4 this claim had a 20% chance at certification and a 10% chance at recovery, resulting in a realistic
5 exposure of \$40,013. *Id.*

6 Rest Break Claim: Plaintiff's rest break claim was premised on the theories that Defendant: (1)
7 failed to provide third rest breaks to Class Members on shifts that exceeded 10 hours in length; (2)
8 interrupted employees' rest breaks by requiring them to respond to their radios during breaks. Valle Decl.,
9 ¶ 29. Class Members recorded rest breaks and Plaintiff's expert found 91.4% of all shifts greater than 3.5
10 hours recorded at least one rest break. *Id.* Plaintiff's expert found that that while 34.9% of shifts contained
11 at least one rest break violation, the vast majority of which occurred in shifts greater than 10 hours. *Id.*
12 The expert found that approximately 65.8% of shifts exceeding 10 hours (10,656 in total) did not record
13 a third rest break. *Id.* Thus, Plaintiff assumed that the maximum exposure under this theory was \$189,463.
14 *Id.* However, given that this violation affected 9.5% of total rest breaks, Plaintiff believed that it could
15 be hard to certify. *Id.* Accordingly, Plaintiff believed this claim had a 35% chance at certification and a
16 20% chance at recovery, resulting in a realistic exposure of \$13,262. *Id.*

17 For Plaintiff's radio theory, he liberally assumed that it affected all 112,523 rest breaks. Valle
18 Decl., ¶ 30. As such, the exposure for this theory could be as high as \$2,000,658. *Id.* However, Defendant
19 argued that Class Members were trained to turn off their radios during rest breaks. *Id.* Defendant also
20 likely would have obtained opposing declarations stating rest breaks were adequately taken or
21 voluntarily waived, significantly decreasing the likelihood of class certification. *Id.*; see also, e.g., *Rai v.*
22 *CVS Caremark Corp.* (C.D. Cal. Oct. 11, 2013) 2013 U.S. Dist. LEXIS 177730 (denying certification of
23 rest break claims where competing testimony regarding actual practice meant adjudication would involve
24 predominantly individual issues); *Gonzalez v. OfficeMax North Am.* (C.D. Cal. Nov. 5, 2012) 2012 U.S.
25 Dist. LEXIS 163853, at *9–12 (denying certification on predominance grounds where plaintiff offered no
26 evidence that a uniform rest break policy was implemented uniformly). As such, Plaintiff's counsel
27 estimated that there would be a 20% chance of succeeding at class certification and a 10% chance at trial,
28 resulting in a value of around \$40,013. Valle Decl., ¶ 30.

1 Failure to Reimburse Expenses and Unlawful Deductions Claim: For Plaintiff's reimbursement
2 claim, Plaintiff alleged he and other Class Members were not fully reimbursed for the costs incurred for
3 having to regularly clean and even dry clean their uniforms at their own expense. Valle Decl., ¶ 31.
4 Liberally assuming that employees spent \$10 per pay period to clean their uniforms, Plaintiff's expert
5 believed this claim could exceed \$321,390. *Id.* However, Defendant argued that it did not require Class
6 Members to provide any special care in maintaining uniforms. *Id.* Courts are divided as to whether a class
7 may be certified on this issue, which would make this claim risky to certify. *See Madrigal v. Tommy*
8 *Bahama Group, Inc.* (C.D. Cal. June 27, 2011) 2011 WL 10511339, at * 7-8 (finding individual inquiries
9 predominated where exact employer instructions were at issue, and employer did not require dry cleaning
10 or ironing). Moreover, even if this claim was certified, proving that each employee incurred \$10 worth of
11 expenses every pay period would be difficult. Valle Decl., ¶ 31. Plaintiff's counsel assumed \$10 to cover
12 any potential dry-cleaning costs as well as potential washing and drying at a coin operated or commercial
13 laundromat. *Id.* As such, Plaintiff's counsel estimated that there would be a 35% chance of succeeding at
14 class certification and a 20% chance at trial, resulting in a value of around \$22,497. *Id.*

15 Meanwhile, Plaintiff's unlawful deductions claim was based on Defendant's policies requiring
16 employees to pay for their uniforms by deducting the cost of the uniform out of their paychecks. Valle
17 Decl., ¶ 32. Under Wage Order 4, Section 20, this could result in \$37,600. *Id.* However, Defendant
18 contended that the policy requiring employees to pay for their uniforms was only in effect for a very short
19 amount of time and employees were already paid back any wages lost. *Id.* Given that the records did not
20 show that many employees had actually been charged for their uniforms, in spite of the policies, Plaintiff
21 believed it would be hard to obtain a full recovery for this claim. *Id.* As such, my office estimated a 50%
22 chance at certification and a 20% chance at liability, resulting in a realistic valuation of \$3,760. *Id.*

23 Waiting Time and Wage Statement Penalties: Plaintiff's Counsel also considered the arguable
24 presence of various derivative penalties, and weighed the potential recoveries against probable defenses.
25 Valle Decl., ¶ 33. Specifically, Defendant could argue that Plaintiff could not prove the "willful" prong
26 needed to obtain waiting time penalties under Labor Code § 203. *Id.* Additionally, Defendant could argue
27 that Plaintiff could not show that Class Members suffered an "injury" as a result of wage statement
28 violations, as required by Labor Code § 226, or that the wage statements correctly reflected the wages

1 paid and owed. *Id.* Moreover, Plaintiff would not recover any of these derivative penalties if he failed to
2 prove the underlying claims, which varied in terms of anticipated success as shown above. *Id.* Although
3 the Class arguably could have seen a payout of approximately \$3,486,515 for waiting time penalties and
4 \$1,464,700 for wage statement penalties, Plaintiff would not recover any of these derivative penalties if
5 he failed to prove the underlying claims. *Id.* Thus, Plaintiff discounted these claims assuming a 35%
6 chance of class certification and 20% chance at the merits for both claims, resulting in a realistic value of
7 \$244,056 for the waiting time claim and \$102,529 for the wage statement claim. *Id.*

8 PAGA Claim: The PAGA claim presented even higher hurdles. Valle Decl. ¶ 34. Although
9 Defendant's exposure could potentially reach approximately \$1,224,300 under Lab. Code § 2699(f),
10 assuming the initial penalty rate of \$100 for each pay period, Plaintiff would have to prove a violation
11 in every pay period. *Id.* Most importantly, the Court would have discretion to reduce the PAGA award
12 based on whether the amount of the award would be "unjust, arbitrary and oppressive, or confiscatory."
13 Lab. Code § 2699(e)(2). In theory, the Court could reduce the award by 99% if it so wished. Plaintiff
14 was doubtful he could recover any PAGA penalties, especially if a large class judgment was entered for
15 the same violations. Valle Decl. ¶ 34. Accordingly, Plaintiff could not place a high value on the PAGA
16 penalties, and therefore allocated \$40,000 of the Gross Settlement Amount to settle these claims. *Id.*

17 **C. The Settlement's Impact on Pending Litigation**

18 Plaintiff is unaware of any pending litigation against Defendant other than this action. Valle Decl.
19 ¶ 8. Plaintiff's Counsel researched whether any additional PAGA filings were submitted to the Labor
20 and Workforce Development Agency against Defendant. *Id.* The search revealed no PAGA filings other
21 than this matter. *Id.* Thus, the Settlement has no impact on any pending litigation.

22 **D. The Requested Service Award for Plaintiff**

23 Plaintiff seeks an Enhancement Award for accepting the responsibilities of representing the
24 interests of all Class Members and assuming the risks and potential costs that were not borne by any other
25 Class Members. A named plaintiff is eligible for payment that reasonably compensates him or her for
26 undertaking and fulfilling a fiduciary duty to represent absent class members. *Cellphone Termination Fee*
27 *Cases*, 186 Cal. App. 4th at 1393; *Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th 715, 726 (2004). "[T]he
28 rationale for making enhancement or incentive awards to named plaintiffs is that they should be

1 compensated for the expense or risk they have incurred in conferring a benefit on other members of the
2 class.” *Clark v. American Residential Services LLC*, 175 Cal.App.4th 785 (2009). By actively pursuing
3 this action, Plaintiff furthered the California public policy goal of enforcing the State’s wage and hour
4 laws. *See Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 340 (2004). Here, the requested
5 award is appropriate and reasonable in light of the initiation of the action, the work performed, risks
6 undertaken, and for a release broader than that given by the Class.

7 In analyzing the reasonableness of the incentive award, courts consider (1) the risk to the class
8 representative in commencing the suit, both financial and otherwise; (2) the notoriety and personal
9 difficulties encountered by the class representative; (3) the amount of time and effort spent by the class
10 representative; (4) the duration of the litigation; and (5) the personal benefit or lack thereof enjoyed by
11 the class representative as a result of the litigation. *Cellphone Termination Fee Cases*, 186 Cal.App.4th
12 at 1394-1395 (citing *Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294 (N.D. Cal. 1995)). These
13 factors support Plaintiff’s requested incentive award.

14 First, unlike other Class Members, Plaintiff risked paying for Defendant’s litigation costs to
15 provide a benefit to the class. Under Code of Civil Procedure § 1032, a prevailing party is “entitled as a
16 matter of right to recover costs in any action or proceeding.” Code Civ. Proc. § 1032(b). If this case did
17 not successfully conclude in his favor, Plaintiff could have been responsible for paying Defendant’s
18 costs. Martorana Decl., ¶ 13. That risk must be taken into account. *Guerrero v. United States Gypsum*
19 *Company*, 2022 WL 18026330, at *8 (S.D. Cal. Dec. 30, 2022). Moreover, unlike other Class
20 Members, Plaintiff signed a broad release affecting other claims he could have brought against
21 Defendant. Martorana Decl., ¶ 16.

22 Second, courts recognize that in acting as a class representative, a plaintiff has assumed a
23 reputation risk that may impact their ability to find employment in the near and distant future. *Guerrero*,
24 2022 WL 18026330, at *8; *Shields v. Amerigas Propane, Inc.*, 2017 WL 11682900, at *9 (C.D. Cal.
25 July 31, 2017) (holding there is an inherent reputational risk posed by pursuing wage and hour claims
26 against an employer). Here, Plaintiff has placed his reputation at stake by asserting an action against his
27 employer, which may impact his ability to find employment in the near and distant future. Martorana
28 Decl., ¶¶ 15, 17. This is especially true where records of this action and Plaintiff’s involvement in this

1 action are freely available online and can be discovered by future potential employers. For example, a
2 Google search of “Ricky Martorana Blue Knight” (a search that could easily be undertaken during an
3 employment related background check) immediately directs the user to UniCourt.com, revealing the
4 filing date, status, and docket entries of this action. Valle Decl., ¶ 36. UniCourt.com’s listing also
5 describes this action as a “Labor – Other Labor lawsuit,” which may negatively affect his ability to find
6 employment in the future. *Id.*

7 Third, Plaintiff estimates that he has dedicated at least 23 hours of his time to prosecuting this
8 action during the duration of this case. Martorana Decl., ¶ 11. As a Class Representative, Plaintiff assisted
9 counsel in gathering the evidence necessary to prosecute the claims on behalf of the Class, responding to
10 requests for information from his attorneys, gathering and reviewing documents, providing critical
11 information regarding Defendant’s operations and the day-to-day experiences of the Class Members, and
12 helping Class Counsel evaluate the claims for mediation. *Id.*, at ¶¶ 4-10. Plaintiff also made himself
13 available by phone on the day of mediation and during subsequent negotiations following the mediation,
14 and reviewed the settlement to ensure that Class Members received fair amounts. *Id.*

15 Fourth, the duration of this action also weighs in favor of the requested enhancement award.
16 Plaintiff filed this action in November 2022. Martorana Decl., ¶ 3. Rather than attempting to resolve his
17 claims quickly, Plaintiff waited almost two years for a resolution to this action to confer a benefit on all
18 Class Members for the alleged violations. *Id.*, at ¶ 12. Given the opt-out period and payment plan provided
19 by the Agreement, Plaintiff will wait even longer before receiving anything under the Settlement.

20 Fifth, there is a lack of personal benefit when “a class representative will not gain any benefit
21 beyond that he would receive as an ordinary class member.” *Shvager v. ViaSat, Inc.*, 2014 WL 12585790
22 at *24 (C.D. Mar. 10, 2014); *Van Vranken*, 901 F.Supp. at 299. Since Defendant has not entered into any
23 other agreement with Plaintiff aside from the Settlement and his release, Plaintiff’s requested incentive
24 award is the sole means through which he will be compensated for his actions as a class representative.

25 As such, the award is reasonable in light of the substantial benefits Plaintiff conferred upon the
26 settlement class.

1 **E. The Requested Attorneys’ Fees and Costs**

2 The purpose of an attorneys’ fee award in class action litigation is to reward counsel who invested
3 in a case despite the risk of non-payment and achieved a substantial positive result for the class.
4 Attorneys’ fees are awarded as a matter of equity. California courts routinely award attorneys’ fees
5 equaling one-third or more of the potential value of the common fund. *See Chavez v. Netflix, Inc.*, 162
6 Cal. App. 4th 43, 66, n.11 (2008) (“Empirical studies show that, regardless of whether the percentage
7 method or the lodestar method is used, fee awards in class actions average around one-third of the
8 recovery”). Plaintiff seeks appointment of Aegis Law Firm, PC as Class Counsel. The attorneys
9 performed significant work and expended litigation costs in prosecuting the matter with no guarantee
10 of any payment. Valle Decl., ¶ 52. Plaintiff’s Counsel seeks preliminary approval for \$216,666.67 in
11 attorneys’ fees, which is up to one-third of the Gross Settlement Amount, and up to \$30,000.00 in
12 reimbursement of litigation costs.

13 Given the work performed in this matter, the extensive information exchange, and substantial
14 recovery obtained on behalf of Plaintiff and the Class, Plaintiff’s Counsel achieved a settlement through
15 efficient and diligent work. *See generally*, Valle Decl. At final approval, Plaintiff’s Counsel will fully
16 brief the merits of its request for the award of attorneys’ fees and litigation costs, including providing a
17 full lodestar analysis and a breakdown of all incurred costs. *Id.* at ¶ 40.

18 **V. CONCLUSION**

19 The Parties have negotiated a fair and reasonable Settlement of the class claims in light of the
20 risks present in this case. Plaintiff has appropriately presented the materials and information necessary
21 for preliminary approval, and therefore, respectfully requests that the Court preliminarily approve the
22 Settlement and schedule a date to conduct the final approval hearing.

23 Dated: August 13, 2024

AEGIS LAW FIRM, PC

24 

25
26 By: _____
27 Alex J. Valle
28 Attorneys for Plaintiff