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8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF LOS ANGELES**
11

12 CHRISTOPHER MADISON, as an individual
13 on behalf of himself and on behalf of all others
similarly situated,

14 Plaintiff,

15 v.

16 AIR CANADA, a business entity, form
17 unknown; AIR CANADA CORPORATION, a
18 business entity, form unknown; and DOES 1-
100, inclusive,

19 Defendants.
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CASE NO. 22STCV38188
(Related to Case No. 22STCV03616)

Assigned for All Purposes to:
Hon. William F. Highberger
Dept. SSC-10

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

[Filed Concurrently with Notice of Motion
and Motion; Declarations of Brandon
Brouillette and Lluvia Islas; [Proposed]
Order]

Date: August 21, 2024
Time: 11:00 a.m.
Dept.: SSC-10

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1 **I. INTRODUCTION**

2 Plaintiff and Class Representative Christopher Madison seeks final approval of a non-
3 reversionary class action settlement resolving wage and hour claims on behalf of 287
4 individuals who worked for Defendant Air Canada (“Air Canada” or “Defendant”) as non-
5 exempt hourly on the ground employees during the period of May 25, 2021 to December 7, 2023.
6 The proposed \$616,153.57¹ total settlement provides about \$323,079 in cash payments to the
7 Class, with an average award of about \$1,125, plus additional amounts payable under
8 PAGA. The remaining balance will cover a modest service award to Plaintiff, settlement
9 administration costs, civil penalties to the state, and reasonable attorney’s fees and costs. The
10 parties and their counsel finalized the settlement after extensive and difficult arms-length
11 negotiations overseen by an experienced and highly-regarded mediator. The Court
12 conditionally certified the Class and preliminarily approved the settlement on March 20,
13 2024. Since then, the Court-approved notice form was mailed to the Class Members on May
14 17, 2024, and they have reacted very favorably to the settlement. As of the date of this
15 motion, no class members opted out of the settlement, and there are no objections.

16 Further, Class Counsel secured an excellent settlement with Air Canada after
17 some two years of investigation, litigation, and settlement negotiation and
18 administration, all without any compensation for services rendered or costs expended.
19 The class notice duly informs the class members that Class Counsel would request
20 attorney’s fees not to exceed 33.33% of the Gross Settlement Amount, or \$205,382.49,
21 along with reimbursement of no more than \$20,000 for actual costs incurred litigating
22 this matter. As of the filing of this motion, *not one Class Member objected* to the
23 proposed fee award. Consistent with the Settlement and notice, Plaintiff now
24 respectfully requests the Court award Class Counsel's fees in the amount of \$205,382.49
25 and costs in the amount of \$18,691.64, as described in the Declaration of Brandon
26 Brouillette (“Brouillette Decl.”) filed herewith. The requested attorney’s fees are well
27 within the range of reasonableness, especially considering the complex and risky nature

28

¹ The final workweek count triggered the escalator clause under Section 8.2 of the Settlement Agreement,
and Air Canada elected to increase the GSA as a result.

1 of this litigation, the contingent risk assumed, and the two-plus year delay in payment
2 and, when subjected to a lodestar crosscheck, result in a modest 2.27 enhancement to the
3 base lodestar.

4 Accordingly, on behalf of himself and the Settlement Class, Plaintiff respectfully
5 requests the Court grant this motion, give full and final approval to the settlement, grant
6 Class Counsel's request for attorney's fees and costs, and enter judgment accordingly.

7 **II. BACKGROUND/LITIGATION HISTORY**

8 The details of the procedural and factual background of this matter were outlined in
9 the Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (filed on or about
10 March 1, 2023). To re-familiarize the Court with this litigation, this matter concerns "on the
11 ground" employees of Defendant Air Canada working out of the LAX and SFO airports. Plaintiff
12 was employed by Defendant as a non-exempt ticketing counter agent/customer experience
13 specialist at LAX. Plaintiff was hired in or around February 2019, and worked for Air Canada
14 through about December 2022, when he went on leave. [Declaration of Brandon Brouillette
15 ("Brouillette Decl."), ¶ 2.]

16 Plaintiff alleges Air Canada engaged in a number of Labor Code violations. First, he
17 alleges Defendant failed to pay all wages owed to employees, including overtime wages, based on
18 their hours worked as reflected in their time records, failed to maintain accurate meal break
19 records due to Defendant's purported policy and practice of manually editing and/or deducting
20 meal breaks times so that they always reflected that employees were taking 30-minute meal
21 breaks and failing to provide compliant rest breaks, maintained a policy and practice of failing to
22 reimburse employees a reasonable amount for use of their personal cellular devices; and
23 maintained an unlawful policy and practice of failing to issue wage statements that accurately
24 reflected the total hours worked by employees. [Brouillette Decl., ¶ 3.]

25 Based on these allegations, on December 7, 2022, Plaintiff filed a class action complaint
26 on behalf of himself and all current and former non-exempt employees who worked for Air
27
28

1 Canada. during the Class Period,² seeking recovery for the alleged failure to pay minimum and
2 overtime wages, premium wages in lieu of meal and rest periods, failure to issue accurate
3 itemized wage statements, failure to reimburse business expenses and failure to timely pay all
4 wages upon separation of employment. After exhausting all required administrative remedies, on
5 February 17, 2023 Plaintiff filed a PAGA-only representative action complaint against Air
6 Canada based on the same alleged Labor Code violations. The PAGA Action was deemed related
7 to this matter. [Brouillette Decl., ¶¶ 4-5.]

8 Once the matter was at issue, the Parties initiated discovery and later, after engaging in
9 meet and confer discussions regarding discovery, potential law and motion, and the merits of the
10 case, ultimately agreed to attempt mediation. They then engaged in significant informal
11 discovery to facilitate an exchange of information necessary to engage in a meaningful mediation.
12 In September 2023, the Parties participated in mediation with Christopher Barnes, Esq., a
13 respected wage and hour class action mediator and, after a full day of mediation, reached the
14 proposed settlement. [Brouillette Decl., ¶¶ 6-7.] This Court preliminarily approved the
15 settlement on March 20, 2024.

16 Class notices were mailed to class members on May 17, 2024, with a 45-day window
17 (to July 1, 2024) for class members to opt out of or object to the proposed settlement.
18 [Declaration of Lluvia Islas (“Islas Decl.”), ¶¶ 5, 8-9.]

19 **III. TERMS OF THE PROPOSED SETTLEMENT**

20 Under the settlement and after application of the escalator clause,³ Air Canada now will
21 pay \$616,153.57 into a common fund, the Gross Settlement Amount (“GSA”). Attorney’s fees of
22 up to \$205,382.49 (33.33% of the escalated GSA), litigation costs of up to \$20,000 (only
23 \$18,691.64 is requested), settlement administration costs of \$10,000, and a service award to
24 Plaintiff of \$10,000, and \$50,000.00 for PAGA civil penalties (of which \$37,500 will go to the
25

26 ² Air Canada settled a prior wage and hour class action lawsuit, *Senoren v. Air Canada Corporation, et al.*,
27 LASC Case No. 20STCV13942, alleging similar claims for alleged wage and hour violations and the
28 release period overlaps with Plaintiff’s class definition as alleged in this case, covering all non-exempt
California employees through May 24, 2021. Accordingly, the class period in this matter commences on
May 25, 2021. [Brouillette Decl., ¶ 4.]

³ Islas Decl., ¶ 11.

1 California Labor & Workforce Development Agency (“LWDA”) for the State’s share of civil
2 penalties and \$12,500 will go to eligible Aggrieved Employees), all will be paid from the GSA.
3 The remainder of around \$323,079 will be allocated pro rata to the Class Members based on their
4 weeks worked during the Class Period. No portion of the GSA will revert to Air Canada.
5 [Brouillette Decl., ¶ 8.]

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

7 The Court conditionally certified a settlement class defined to include individuals who
8 worked for defendant Air Canada as non-exempt hourly on the ground employees during the
9 period of May 25, 2021 to December 7, 2023. The Settlement Administrator ultimately mailed
10 class notices to 287 individuals identified as members of the Class. [Islas Decl., ¶ 5.]
11 Nothing has changed to require reconsideration of the Court’s certification of the
12 Settlement Class.

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

14 As noted, the settlement obligates Air Canada to pay \$616,153.57 to resolve the
15 Settlement Class’s claims, inclusive of attorney’s fees and costs. At least \$323,079 from the GSA
16 will be distributed to the Participating Class Members. This is a cash settlement that does not
17 require Participating Class Members to submit a claim form to receive their settlement share.
18 Participating Class Members will receive their settlement checks automatically via First Class
19 U.S. Mail. Twenty-five percent of each settlement share will be allocated to wages and the
20 remaining seventy-five percent will be allocated to non-wage premiums, penalties, and interest,
21 which allocation is consistent with Air Canada’s potential liability as discussed below. Air
22 Canada will pay any and all applicable employer-side payroll taxes separately and in addition to
23 the GSA. Subject to the Court’s approval, any amounts not claimed (because a class member does
24 not cash their settlement check) will be forwarded to the California State Controller’s Unclaimed
25 Property Fund. [Brouillette Decl., ¶ 9.]

26 Each Participating Class Member will receive a share of the Net Settlement Amount based
27 on his or her total weeks worked in California as a non-exempt employee during the Class Period.
28 Thus, each Class Member’s Individual Settlement Payment will be calculated using criteria

1 typically used in determining appropriate amounts of unpaid wages, unpaid premium wages for
2 missed meal and rest breaks, unreimbursed expenses, and potential statutory penalties under
3 applicable law. These methods are intended to ensure each Class Member receives a settlement
4 award corresponding to the relative value of their potential claims. The proposed allocation
5 provides a reasonable way to compensate Class Members based on the amount of time they
6 worked for Air Canada and the amount unpaid wages, etc. [Brouillette Decl., ¶ 10.]

7 The average award to the Participating Class Members will be approximately \$1,125 with
8 a maximum award of over \$2,500, while the average PAGA award will be about \$45.79. [Islas
9 Decl., ¶¶ 13-14.]

10 **C. Settlement Administration**

11 Phoenix Settlement Administrators, as the Court-approved Settlement Administrator,
12 mailed the Notice Packet to the Class members after making all reasonable effort to ascertain
13 the best mailing address, including running each address through the National Change of
14 Address database and "skip-tracing" any Notice Packets returned as undeliverable. [Islas
15 Decl., ¶¶ 3-7.] The Class Notice, previously approved by the Court, duly informed Class
16 Members of the settlement terms, including the estimated relief each Class Member will
17 receive, the amounts to be requested for attorney's fees and the class representative
18 enhancement awards, and the right to opt out of or object to the settlement. [Islas Decl., ¶ 5,
19 Exh. A.] Phoenix mailed 287 Notice Packets on May 17, 2023. [Islas Decl., ¶ 5.] As of the
20 filing of this motion, three Notice Packets were deemed undeliverable, for a 98.9% success
21 rate. [Islas Decl., ¶ 7.] The response window for opting out, objecting to the settlement, or
22 submitting a dispute, expired on July 1, 2024. [Islas Decl., ¶¶ 8-10.] As of the filing of this
23 motion, Phoenix has received zero requests for exclusion, zero objections to the settlement,
24 and no disputes have been submitted regarding the information used to calculate class
25 member settlement shares. [Islas Decl., ¶¶ 8-10.]

26 **D. Release of Claims**

27 All Participating Class Members will release Air Canada from all claims alleged in the
28 operative complaint, or that could have been brought based on the factual allegations in the

operative complaint during the Class Period, including all PAGA claims. The release is limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the operative complaint. [Brouillette Decl., ¶ 11.]

E. PAGA and Notice to the LWDA

As noted, the Parties allocated \$50,000 from the GSA to resolution of Plaintiff's claims under PAGA, and respectfully request that the Court approve that amount as fair, reasonable and adequate, and consistent with PAGA's underlying purposes. Under PAGA, \$37,500 of this amount will be paid to the LWDA as the state's share of the civil penalties, and the remainder of \$12,500 will be distributed to the 273 Aggrieved Employees eligible to receive a PAGA payment. [Islas Decl., ¶ 14.] As required by Labor Code section 2699(l)(2), Plaintiff notified the LWDA of the settlement and the final approval hearing via its online portal. [Brouillette Decl., ¶ 12; Exh. 1.]

IV. ARGUMENT

A. Standards For Approval

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

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

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

16 The proposed settlement of this action warrants final approval under the standards
17 summarized above. The settlement is fair, reasonable and adequate, and represents a
18 favorable resolution of highly disputed claims. Further, the settlement was overwhelmingly
19 approved by the class members as there are no objections and no class member has requested
20 exclusion.

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

23 The settlement is not the result of fraud or collusion. Rather, the proposed settlement
24 was reached following arm's-length negotiations presided over by Christopher Barnes, Esq.,
25 a highly respected and well-known mediator with extensive experience mediating wage and
26 hour class actions. [Brouillette Decl., ¶ 7.] Moreover, Plaintiff and his counsel were well-
27 informed about the facts and the law, and counsel Zachary M. Crosner, Jamie K. Serb, and
28 Brandon Brouillette have years of litigation experience, including litigating wage and hour class

actions. Plaintiff's counsel are well-qualified to evaluate the risks and benefits of pursuing further litigation or settling the matter. [Brouillette Decl., ¶¶ 29-43.] Air Canada likewise was represented by highly-qualified and experienced defense counsel. Both sides advocated vigorously for their clients and nothing was "left on the table."

2. The Class Reacted Favorably to the Settlement

The settlement was well-received by the class. As of the filing of this motion, no objections have been filed, and not one Class Member has requested exclusion out of 287 settlement class members. [Islas Decl., ¶¶ 8-9.] As many courts recognize, class member reaction to the settlement is one of the most important factors to consider in determining if final approval should be granted. Mandujano v. Basic Vegetable Prods., Inc., 541 F.2d 832, 837 (9th Cir. 1976); see also In re: American Bank Note Holographics, 127 F.Supp.2d 418, 425 (S.D.N.Y. 2001) ("It is well-settled that the reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy") (internal quotation marks omitted).

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

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

Prior to settlement, the parties engaged in formal and informal discovery to facilitate settlement discussions. Thus, Plaintiff reviewed documents and information regarding Air Canada's payroll practices, a random sampling of pay stubs and time records from class members, applicable compensation plans, meal and rest break policies, etc., and information from Air Canada regarding class size and breakdown, work weeks/pay periods, rates of pay, and other information used to formulate a damages model. Plaintiff then had that information analyzed by a

1 consulting expert to assist in determining potential violation rates and other data used to
2 formulate a damages model. Plaintiff's counsel are confident they obtained sufficient information
3 to understand the law and facts of this case and make an informed decision regarding the
4 proposed settlement and whether it is fair and reasonable. [Brouillette Decl., ¶¶ 6, 13.]

5 Using that data, Plaintiff ran various calculations and estimated Air Canadas's theoretical
6 maximum exposure on the class claims at about \$2,703,000. More specifically, the theoretical
7 maximum includes approximately \$58,000 in damages on the claims for unpaid wages, around
8 \$65,000 in damages for meal period violations and \$1,511,000 in damages on the rest period
9 claims (both assuming a 100% violation rate), over \$73,500 on the expense reimbursement
10 claims, approximately \$550,400 on the wage statement claims, and approximately \$445,000 in
11 waiting time penalties. Plaintiff's counsel substantially discounted the value of these claims,
12 however, in light of the multiple and considerable risks posed by proceeding with the litigation,
13 as Air Canada raised numerous defenses and vigorously defended against these claims.

14 [Brouillette Decl., ¶ 14.]

15 First, Plaintiff contends Air Canada failed to properly pay class members for all hours
16 worked, and that review of the time and payroll records produced shows considerable discrepancy
17 between the time recorded and employee pay. Per Plaintiff, these records suggest Defendant
18 systematically adjusted and/or rounded the time records such that employees were not
19 compensated for all hours worked as reflected in their time punches. Plaintiff contends Air
20 Canada adjusted employee time in a non-neutral fashion resulting in significant chunks of time
21 that was unaccounted for in the payroll records. Plaintiff estimates that Defendant underpaid
22 employees by as much as 30 minutes for every 8-hour shift worked during the class period. This
23 time was certainly not "de minimis" and was not compensated by Defendant. Troester v. Starbucks
24 Corp. (2018) 5 Cal. 5th 829; Frlekin v. Apple Inc. (2020) 8 Cal. 5th 1038. [Brouillette Decl., ¶ 15.]

25 In response, Air Canada argued its timekeeping and payroll policies are fully compliant with
26 California law, and that it captured and paid for all hours worked at the correct hourly rates.
27 Defendant also emphasized the class members are unionized employees and, accordingly, issues
28 related to payment of wages and overtime were controlled by the relevant collective bargaining

1 agreements and therefore Plaintiff's claims would be preempted under the federal Labor Management
2 Relations Act. Labor Code § 510; Caterpillar v. Williams (1987) 482 U.S. 386, 394 ("Section 301
3 governs claims founded directly on rights created by collective bargaining agreements, and also
4 claims 'substantially dependent on analysis of a collective bargaining agreement."); *see also*
5 Sciborski v. Pac. Bell Directory (2012) 205 Cal. App. 4th 1152, 1164. [Brouillette Decl., ¶ 16.]

6 Plaintiff next contends Defendant failed to provide legally compliant meal and rest breaks.
7 Specifically, as to meal breaks, Plaintiff contends Defendant "auto-deducted" 30 minutes of time
8 for meal periods regardless of whether a meal period was taken, or taken on a non-compliant
9 basis. Per Plaintiff, his expert's review of the sampling of time records corroborates his argument, as
10 that analysis suggests that over 98% of all recorded meal periods are exactly 30 minutes in length,
11 which essentially is a statistical impossibility. The analysis further suggests at least a 12% violation
12 rate on first meal periods for late, missed and short breaks, and the violation rate on second meal
13 periods is over 65%. Plaintiff claims this violates Labor Code sections 512, 226.7, and the
14 applicable IWC Wage Orders, as well as Brinker Restaurant Corp. v. Superior Court (2012) 53
15 Cal.4th 1004 and Augustus v. ABM Security Serv., Inc. (2016) 2 Cal.5th 257 for failure to
16 provide all required meal periods on a fully-compliant basis. Plaintiff also contends Defendant
17 violated the rest break requirements by providing employees with a combined paid rest break
18 directly after employees took an unpaid meal period, which practice appears to have been
19 developed as a result of the CBA, which permitted such a practice even though it violates
20 California law. [Brouillette Decl., ¶ 17.]

21 Defendant denies Plaintiff's contentions, claiming it made meal and rest breaks available
22 to Class Members in compliance with California law and the provisions of the collective
23 bargaining agreement. Defendant contends its meal and rest break policies are lawful and that its
24 policies and practices comport with the flexibility the *Brinker* court held was integral to
25 California's meal and rest period requirements. Per *Air Canada*, Class Members were frequently
26 reminded to take all meal and rest breaks, and Defendant contends its time records demonstrate
27 that Class Members took duty-free, timely meal and rest breaks. As with the unpaid wage issue,
28 Defendant further contends the break issue also is subject to LMRA preemption since it is

1 governed by the applicable CBAs. Air Canada also emphasized it paid tens of thousands of
2 dollars in break penalty premiums during the Class Period. Finally, Defendant argues that
3 Plaintiff's meal and rest break claims are not susceptible to common proof, as the claims would
4 require individualized inquiry, including whether there was an unlawful companywide policy,
5 whether employees had the opportunity to take meal and rest periods, whether they voluntarily
6 chose to forego their meal and rest periods, and whether Defendant ever prevented them from
7 taking meal and rest periods. Accordingly, Defendant contends these claims are vulnerable to a
8 ruling that class treatment is not appropriate. [Brouillette Decl., ¶ 18.]

9 On the expense reimbursement claims, Plaintiff claims Defendant failed to reimburse
10 Plaintiff and Class Members for the use of their personal cell phones. Plaintiff alleges Air Canada
11 required that all ticketing agents note on their own personal cellphones various work related
12 activities, such as recording what time flights arrive, when the doors open, when the doors close,
13 etc., and then text message these details to the ramp manager. Employees were not compensated
14 for using their own devices for this business purpose. Cochran v. Schwan's Home Serv. (2014)
15 228 Cal.App.4th 1137. Per Defendant, however, there would not be any conceivable need for
16 employees to use their personal phones at work and, to the extent they did so it would be purely
17 for personal convenience and therefore not reimbursable. [Brouillette Decl., ¶ 19.]

18 As a result of the above alleged violations, Plaintiff also derivatively alleged Air Canada
19 failed to provide accurate wage statements and failed timely pay all wages that were due and
20 owing upon separation of employment. Should the primary claims for unpaid wages fail,
21 Plaintiff's derivative claims for wage statement penalties and waiting time penalties would also
22 fail. Defendant also contends it would not be liable for waiting time penalties because a "good
23 faith dispute" exists over the payment of past wages. Cal. Code Regs. Tit. 8 § 13520; Amaral v.
24 Cintas Corp. No. 2 (2008) 163 Cal.App.4th 1157, 1201. Further, Defendant contends Plaintiff
25 would have to prove it "willfully" failed to pay Class Members appropriate wages due upon
26 separation of employment. [Brouillette Decl., ¶ 20.]

27 As far as potential PAGA liability, the theoretical civil penalties likely are around \$2.2
28 million should Plaintiff prevail on all claims and establish violations of the multiple Labor Code

1 sections at issue. [Brouillette Decl., ¶ 21.] As with the class claims, Plaintiff discounted the
2 potential PAGA penalties based on Defendant's various defenses on the merits and also
3 accounted for the Court's wide discretion to reduce such penalties, or to decline to award
4 penalties at all. Labor Code § 2699(e)(2); Carrington v. Starbucks Corp. (2018) 30 Cal.App.5th
5 504 (trial court awarded penalties of \$5 per pay period after a bench trial, which decision was
6 upheld on appeal); In re Taco Bell Wage and Hour Actions (E.D. Cal. Apr. 8, 2016) 2016 U.S.
7 Dist. LEXIS 48557 (PAGA penalties denied after trial). Accordingly, the Parties allocated
8 \$50,000 to PAGA penalties.

9 Plaintiff submits this amount is reasonable under the circumstances and in line with
10 comparable settlements in other wage and hour class actions in California. *E.g.*, Van Kempen v.
11 Matheson Tri-Gas, Inc. (N.D. Cal. Aug. 25, 2017) 2017 U.S. Dist. LEXIS 137182 (granting final
12 approval of \$5,000 PAGA penalty from \$370,000 settlement, or 1.4 percent of total settlement);
13 Slavkov v. First Water Heater Partners I (N.D. Cal. July 25, 2017) 2017 U.S. Dist. LEXIS
14 116303 (finding a \$7,500 PAGA payment reasonable when measured against the overall
15 settlement of \$345,000 and the possible weaknesses in plaintiffs' case, or 2.2 percent of total
16 settlement). Additionally, the LWDA has been informed of the terms of the PAGA portion of the
17 settlement, and will be able to weigh in as necessary. Jennings v. Open Door Mktg. Inc. (N.D.
18 Cal. Oct. 3, 2018) 2018 U.S. Dist. LEXIS 171356, at *27 (approving settlement with PAGA
19 penalties of 0.6% where "[p]laintiffs [have] submitted the settlement agreement to the LWDA,
20 and the LWDA has not objected to the settlement").

21 Thus, Plaintiff and his counsel discounted the value of the class claims consistent with the
22 risks discussed above, and carefully weighed the likelihood of the class receiving substantially
23 greater benefit if the litigation continued. Plaintiff and counsel concluded – in light of these very
24 real and substantial risks – settlement on the proposed terms and without prolonged and costly
25 litigation was in the best interests of the class. The overall \$616,153.57 recovery represents a
26 significant percentage of Defendant's potential exposure, and given Defendant's multi-layered
27 defenses and all other potential risks of continued litigation, a total recovery for the class of
28 \$616,153.57, which will result in average award of some \$1,125 per class member, plus

1 additional sums under PAGA, is a significant result well within the range of reasonableness
2 considering all potential outcomes, and it will provide direct monetary awards to all Class
3 Members without further delay. [Brouillette Decl., ¶¶ 22-24.]

4 Importantly, the mere fact that a settlement does not provide the same recovery as might
5 be achieved at trial is not a proper indicator of whether the settlement is fair, reasonable, and
6 adequate. Wershba, 91 Cal.App.4th at 246, 250 (“Compromise is inherent and necessary in the
7 settlement process...even if the relief afforded by the proposed settlement is substantially
8 narrower than it would be if the suits were to be successfully litigated, this is no bar to a class
9 settlement because the public interest may indeed be served by a voluntary settlement in which
10 each side gives ground in the interest of avoiding litigation”); 7-Eleven Owners for Fair
11 Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135, 1150 (“The fact that a proposed
12 settlement may amount to only a fraction of the potential recovery does not, in and of itself, mean
13 that the proposed settlement is grossly inadequate and should be disapproved”); White v.
14 Experian Information Solutions, Inc. (C.D. Cal. 2011) 803 F.Supp.2d 1086, 1098 (rejecting
15 contention settlement was not fair and reasonable even though it represented 99% discount off the
16 maximum value of the claims); Lane v. Facebook, Inc. (9th Cir. 2012) 696 F.3d 811, 819 (“[T]he
17 question whether a settlement is fundamentally fair . . . is different from the question whether the
18 settlement is perfect in the estimation of the reviewing court”). Importantly as well, the proposed
19 settlement is non-reversionary and will provide immediate benefits to the Class Members without
20 a claims process. White, 803 F.Supp.2d at 1098; c.f., Federal Judicial Center, Managing Class
21 Action Litigation: A Pocket Guide for Judges (3d ed. 2010) at 20, available at
22 <http://www.fjc.gov/sites/default/files/2012/ClassGd3.pdf>. (reversionary provisions and/or
23 cumbersome claims process may indicate lack of fairness). Plaintiff and her counsel submit the
24 settlement is within the “range of reasonableness,” and is fair and adequate for the Class.

25 **V. PLAINTIFF’S ENHANCEMENT AWARD**

26 Pursuant to the terms of the settlement, Plaintiff seeks a modest incentive award of
27 \$10,000 for his service in bringing these claims on behalf of the Class. The request is reasonable
28 given the risks he undertook on behalf of the Class Members. By contacting and retaining

counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Air Canada's litigation costs. Plaintiff also exposed himself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing himself at risk of discrimination by future prospective employers. As set forth in more detail in his declaration submitted at preliminary approval, among taking many other actions assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments. [Declaration of Christopher Madison, ¶¶ 2-9; Brouillette Decl., ¶ 25.] Finally, there are no class member objections submitted with respect to the amounts Plaintiff proposes to receive. [Islas Decl., ¶ 9.] Accordingly, the requested enhancement payment to Plaintiff is appropriate and justified as part of the settlement.

VI. SETTLEMENT ADMINISTRATION COSTS

The settlement provides for a payment to Phoenix of no more than \$10,000 for its services as the Settlement Administrator. As set forth in the Declaration of Lluvia Islas, Phoenix has performed and will continue to perform its required duties through final distribution of the settlement funds, and incurred \$9,000.00 in fees and expenses. [Islas Decl., ¶ 15; Exh. B.] Accordingly, Plaintiff respectfully requests the Court approve payment of \$9,000 to Phoenix from the GSA. [Brouillette Decl., ¶ 26.]

VII. ATTORNEY'S FEES AND COSTS

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

This Court has discretion over the amount of attorneys' fees awarded and court approval is required for Class Counsel's fees. Cal. Rule of Court 3.769; Levy v. Toyota Motor Sales, U.S.A. (1992) 4 Cal.App.4th 807, 813; Lealao v. Beneficial Cal., Inc. (2000) 82 Cal.App.4th 19. In defining a reasonable fee, the Court should attempt to mimic the marketplace for cases involving significant contingent risk, such as this one. Deposit Guaranty Nat'l Bank, Jackson, Miss. v. Roper (1980) 445 U.S. 326, 338, rehg. den. 446 U.S.

1 947; Lealao, 82 Cal.App.4th at 49-50 (court should attempt "to award the fee that informed
2 private bargaining, if it were truly possible, might have reached" in determining a reasonable
3 fee, and a fee award should approximate a "range of fees freely negotiated in comparable
4 litigation"). Here, Class Counsel's request for attorney's fees and costs is reasonable and
5 justified by the work performed, the benefits obtained, and the contingent risk assumed.

6 As addressed in detail above, at the time the parties reached the tentative settlement
7 success for Plaintiff and the putative class was far from certain. Plaintiff faced a real risk that
8 some or all the claims would not be certified for class treatment, as Air Canada had strong
9 arguments that its compensation policies were legal and properly compensated the class
10 members. Even if Plaintiff certified some or all of the claims and ultimately prevailed on the
11 merits, it undoubtedly would have taken several years to realize any recovery while they
12 pursued class certification, trial, and an almost certain appeal. [Brouillette Decl., ¶¶ 14-24.]

13 Nonetheless, Plaintiff succeeded and expeditiously obtained the relief he set out to
14 obtain, and the settlement provides substantial cash payments to Class Members, with an
15 average award of about \$1,125, and with a maximum award of over \$2,500. Importantly as
16 well, the Class Members have been overwhelmingly supportive of the Settlement – as of the
17 filing of this motion, there are no objections to the settlement and zero individuals have
18 opted out. [Islas Decl., ¶¶ 11-12, 14.]

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

20 The United States Supreme Court has ruled the parties to a class action properly may
21 negotiate not only the settlement of the action itself but also the payment of attorney's fees.
22 Evans v. Jeff D. (1986) 475 U.S. 717, 734-35, 738, fn. 30.) In Hensley v. Eckerhart (1983)
23 461 U.S. 424, 437, the Supreme Court explained that negotiated, agreed-upon attorney's fee
24 provisions are the ideal towards which the parties should strive: "A request for attorney's fees
25 should not result in a second major litigation. Ideally, of course, litigants will settle the
26 amount of a fee." The United States Supreme Court has reemphasized this policy and further
27 stressed trial courts have "a responsibility to encourage agreement" on fees. Blum v. Stenson
28 (1984) 465 U.S. 886, 902 n.19.

1 As part of the Settlement, Air Canada agreed not to object to an award of no more
2 than 33.33% of the GSA for attorney's fees, or \$205,382.49, and up to \$20,000 in
3 reimbursement for litigation costs and expenses. Such a fee is commensurate with what the
4 market would provide for similar services and the Court therefore can most certainly enforce
5 the agreement. As California's Court of Appeal has instructed:

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

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

10 Here, the parties did not negotiate the inclusion of attorney's fees until after extensive
11 arms-length bargaining regarding relief to the Class was completed. [Brouillette Decl.,
12 ¶ 27.] The requested fee and cost award was a product of these arms-length negotiations and
13 fairly reflects the marketplace value of the services rendered by Class Counsel in this case.
14 As a result, the fee agreed to by the parties should be approved.

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

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

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

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

28 Indeed, both California and federal courts have long recognized an appropriate

1 method for determining the award of attorney's fees is based on a percentage of the total
2 value of benefits afforded to class members by the settlement. Serrano v. Priest (1977) 20
3 Cal.3d 25, 34; Boeing Co. v. Van Gernert (1980) 444 U.S. 472, 478; Vincent v. Hughes Air
4 West, Inc. (9th Cir. 1977) 557 F.2d 759, 769. Awarding a fee based on a percentage of the
5 common fund recovered operates to "spread litigation costs proportionately among all the
6 beneficiaries so that the active beneficiary does not bear the entire burden alone." Vincent,
7 557 F.2d at 769.

8 In determining a reasonable common fund fee award, courts should also consider the
9 fact that fees serve as an economic incentive for lawyers to bring class action litigation to
10 achieve increased access to the judicial system for meritorious claims and to enhance
11 deterrents to wrongdoing. Conte, Attorney Fee Awards (2d ed. 1993) § 104. Without
12 prosecution on a contingent basis and use of the class action mechanism, the courthouse door
13 would effectively be closed to most class members due to the relatively small size of their
14 individual claims in relation to the enormous time and cost associated with class action
15 litigation.

16 Here, Class Counsel seek a fee award for their successful prosecution and resolution
17 of this action of no more than 33.33% of the total amount recovered by the Class via the
18 lawsuit, or \$205,382.49. The percentage requested is justified for the reasons set forth
19 further below, and comports with fee awards calculated on a percentage-of-the-benefit basis.
20 Indeed, review of class action settlements shows that courts have historically awarded fees in
21 the range of 20 to 50 percent, depending upon the circumstances of the case. In re Warner
22 Communications Sec. Litig. (S.D.N.Y. 1985) 618 F.Supp. 735, 749-50 (concluding that
23 percentage fees in common fund cases range from 20 to 50 percent); Newberg, Newberg on
24 Class Actions (3d ed.) § 14.03, pp. 13-14 ("Usually 50% of the fund is the upper limit on a
25 reasonable fee award from a common fund in order to assure that the fees do not consume a
26 disproportionate part of the recovery obtained for the class, although somewhat larger
27 percentages are not unprecedented.").

28 /////

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

2 To ensure the fairness of an attorney's fee award, courts frequently conduct a lodestar
3 cross check of counsel's fees. "A lodestar cross-check thus provides a mechanism for
4 bringing an objective measure of the work performed into the calculation of a reasonable
5 attorney fee." Laffitte, 1 Cal.5th at 504. Here, Class Counsel spent 120.3 hours of time on
6 this matter, resulting in a modest and very reasonable lodestar of \$90,520.00.

7 As is fully detailed in the Brouillette Declaration, Class Counsel's efforts included: (1)
8 extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal
9 research, research into similar claims and claims against other employers in the same industry,
10 and attempts to locate and contact other Air Canada employees; (2) drafting a PAGA notice letter;
11 (3) drafting the initial complaint and related documents; (4) case management, including
12 communications with defense counsel, meeting and conferring/preparing case management
13 statements, etc.; (5) drafting a first amended complaint; (6) propounding initial written discovery,
14 (7) lengthy discussions with defense counsel regarding settlement/mediation and informal
15 discovery needed for meaningful settlement discussions; (8) engaging in substantial informal
16 discovery, including propounding informal discovery "requests" and reviewing documents and
17 other information produced; (9) drafting a mediation brief and accompanying damages model
18 after review and analysis of Air Canada's informal discovery production; (10) attending an all-
19 day mediation; (11) negotiating and drafting the settlement agreement and related documents;
20 (12) drafting an amended complaint to effectuate the settlement; (13) drafting the motion for
21 preliminary approval, and attending the hearing; (14) administration of the settlement, including
22 communications with the Settlement Administrator and settlement class members; (15) drafting
23 the motion for final approval and motion for attorney's fees, and attending the final approval
24 hearing; and (16) extensive communications with the Plaintiff regarding case status, case
25 investigation and document review, mediation, and settlement terms. Additionally, Class Counsel
26 will incur additional time following final approval to, inter alia, respond to class member
27 inquiries, work with the Settlement Administrator on the distribution of settlement funds, and on
28 the compliance hearing. [Brouillette Decl., ¶ 28, Exh. 2.]

1 In pursuing this matter, Class Counsel incurred total attorney's fees of \$90,520, based
2 on 120.3 attorney hours. The lodestar is based on an eminently reasonable number of hours
3 worked to litigate this matter to a successful conclusion, and the requested attorney hourly rates
4 are reasonable and comport with hourly rates charged by other attorneys with similar experience
5 in this practice area in California. [Brouillette Decl., ¶¶ 29-48.] On a lodestar basis, the fee
6 request of \$205,382.49 results in a multiplier of 2.27, which is a reasonable enhancement
7 entirely in line with California law. [Brouillette Decl., ¶¶ 47-48.] Indeed, California courts
8 routinely approve multipliers in the in the 2-4 range to compensate for the time and risk of
9 class action cases. Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 (affirming
10 attorneys' fee award including an upward multiplier of 2.5); Wershba, 91 Cal.App.4th at 255
11 ("Multipliers can range from 2 to 4 or even higher."); City of Oakland Oakland Raiders
12 (1988) 203 Cal.App.3d 78, 85 (affirming a multiplier of 2.34.) Class Counsel submits that
13 the requested 2.27 multiplier effectively operates to show that the percentage fee request is
14 reasonable considering the challenges presented in this contingency fee matter, and
15 appropriately compensates Class Counsel for the contingent risk assumed and delay in
16 payment during the approximately two years counsel has been representing Plaintiff. Thus,
17 the multiplier results in a fee constituting a fair return on the contingency.

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

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

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

1. The Results Achieved.

Class Counsel obtained an excellent result in this case for the Class Members. The Settlement provides real monetary benefits to the Class Members, and the Settlement is particularly advantageous to the Class Member because the proceeds will be distributed shortly as opposed to waiting additional years for a similar, or possibly, less favorable result. Considering many individual claims would be very modest and would not be cost-effective to pursue successfully, the Settlement provided them with fair compensation for their claims. Moreover, the absence of any objection to either the Settlement or the attorney's fee request bolsters the excellent results. Indeed, the approval of the Class is overwhelming as indicated by the fact that not only one class member opted out. Additionally, the settlement amounts to a substantial percentage of the maximum value of the amount the Class might have obtained if it had tried the case and recovered on all theories seeking recovery of wages and penalties. "It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair." In re Omnivision Techs., Inc., 559 (N.D. Cal. 2008) F.Supp.2d 1036, 1042.

2. Class Counsel Bore Considerable Risk.

At the time of filing the complaint, Class Counsel recognized that they would have to expend a substantial amount of time and advance significant costs to prosecute a statewide class action suit with no guarantee of compensation or reimbursement, in the hope of prevailing against a sophisticated company represented by first-rate attorneys. Despite their belief in the validity of Plaintiff's claims, they also knew they faced substantial risks of class certification and the ability to prove class-wide and individual damages. In light of the highly uncertain nature of this suit, Class Counsel also bore the risk that Air Canada would dig in and attempt to bury their small firms in work. Given the small size of Class

1 Counsel's firm, not receiving any compensation for several years while simultaneously
2 advancing litigation costs posed considerable risk and difficulty. [Brouillette Decl., ¶¶ 49-
3 50.]

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

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

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

14 There is a substantial difference between the risk assumed by attorneys being paid
15 by the hour and attorneys working on a contingent fee basis. The attorney being paid by
16 the hour can go to the bank with his fee. Powers v. Eichen (9th Cir. 2000) 229 F.3d
17 1249, 1256. The attorney working on a contingent basis can only log hours while
18 working without pay towards a result that will hopefully entitle him to a market fee
19 considering the risk and other factors of the undertaking. Id. at 1257. Otherwise, the
20 contingent fee attorney receives nothing. Id. In this case, Class Counsel subjected
21 themselves to this risk in this all or nothing contingent fee case wherein the necessity
22 and financial burden of private enforcement makes the requested award appropriate.

23 Counsel retained on a contingency fee basis, whether in private matters or in class
24 action litigation, is entitled to a premium beyond their standard, hourly, non-contingent
25 fee schedule to compensate for both the contingent risk assumed and the delay in
26 payment. The simple fact is that despite the most vigorous and competent of efforts,
27 success is never guaranteed. McKittrick v. Gardner (4th Cir. 1967) 378 F.2d 872, 875.
28 Indeed, if counsel is not adequately compensated for the risks inherent in difficult class

actions, competent attorneys will be discouraged from prosecuting similar cases. Ketchum v. Moses (2001) 24 Cal.4th 1122, 1132-33; Cazares v. Saenz (1989) 208 Cal.App.3d 279, 287.

Here, the contingent fee practices of Plaintiff's counsel simply do not accommodate the investment of unnecessary time in a case, and the adverse resolution of any one of several difficult issues present in this matter could have doomed the entire effort. As discussed, the attorney's fees in this case were not only contingent but fairly risky, and there was always a palpable chance Plaintiff's counsel would receive nothing for any number of reasons. [Brouillette Decl., ¶¶ 49-50.] Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and Plaintiff also support the fee requested.

5. Awards in Other Cases

As discussed, the attorney's fees requested by Class Counsel are within the range of fees awarded in comparable cases, as cross-checked against the lodestar method in light of the contingent risk assumed, the delay in payment, the result achieved, and the overall quality of the representation.

F. Class Counsel's Costs and Expenses are Reasonable

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

As explained in the Brouillette Declaration, Class Counsel incurred a total of \$18,691.64 in expenses incurred in connection with this litigation. These expenses

1 include the amounts paid for court filing fees, Case Anywhere charges, service of
2 process, expert fees, postage, and mediation fees, all of which are costs normally billed
3 to and paid by the client. These costs were reasonably incurred in the prosecution of this
4 matter and it is respectfully requested that the Court authorized they be reimbursed in
5 full. [Brouillette Decl., ¶¶ 51-52.]

6 **VII. CONCLUSION**

7 For all the foregoing reasons, Plaintiff Christopher Madison respectfully requests that the
8 Court grant this motion and grant final approval of the proposed class action settlement and
9 approve the payment of PAGA penalties to the State. Plaintiff further requests the Court approve
10 payment of the Settlement Administrator's fees and expenses, approve the requested class
11 representative enhancement payment, approve the award of attorney's fees and costs as requested,
12 and enter judgment in this action. Finally, Plaintiff requests the Court set a non-appearance case
13 review regarding settlement compliance for August 21, 2025, or a later date convenient for the
14 Court.

15
16 Dated: July 29, 2024

CROSNER LEGAL, P.C.

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