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10 **SUPERIOR COURT OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF RIVERSIDE**

12 TUAN Q. LE and ALEXANDER MEDINA
13 LOPEZ, as an individual and on behalf of all
14 others similarly situated,

15 Plaintiffs,

16 vs.

17 FUTURE TECH METALS, INC., a California
corporation; and DOES 1-100, inclusive,

18 Defendants.
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CASE NO. CVRI2105851

Assigned for All Purposes to:
Hon. Harold Hopp
Dept. 1

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 Nikki Trenner
and Makenna Snow; [Proposed] Order]

Date: December 18, 2023
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1 **I. INTRODUCTION**

2 Plaintiffs Tuan Q. Le and Alexander Medina Lopez seek final approval of a non-
3 reversionary class action settlement resolving wage and hour claims on behalf of 88 individuals
4 who worked for Defendant Future Tech Metals, Inc. (“Future Tech” or “Defendant”), either
5 directly or via a staffing company, in California during the Class Period of December 29, 2017 to
6 August 5, 2023. The proposed \$275,000 total settlement provides about \$125,880 in cash
7 payments to the Class, with an average award of about \$1,430, plus additional amounts payable
8 under PAGA. The remaining balance will cover modest service awards to Plaintiffs, 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 conditionally
12 certified the Class and preliminarily approved the settlement on August 14, 2023. Since then, the
13 Court-approved notice form was mailed to the Class Members, and they reacted very favorably to
14 the settlement. There are no objections, and no class members requested exclusion, for a 100%
15 participation rate.

16 Class Counsel secured an excellent settlement with Defendant after some two
17 years of investigation, litigation, and settlement negotiation and administration, all
18 without any compensation for services rendered or costs expended. The class notice duly
19 informed the class members that Class Counsel would request attorney’s fees not to
20 exceed 33.3% of the Gross Settlement Amount, or \$91,666.00, along with
21 reimbursement of no more than \$20,000 for actual costs incurred litigating this matter.
22 As of the filing of this motion, *not one Class Member objected* to the proposed fee
23 award. Consistent with the Settlement and notice, Plaintiffs now respectfully request the
24 Court award Class Counsel's fees in the amount of \$91,666.00 and costs in the amount of
25 \$13,902.05, as described in the Declaration of Nikki Trenner (“Trenner Decl.”) filed
26 herewith. The requested attorney’s fees are well within the range of reasonableness,
27 especially considering the complex and risky nature of this litigation, the contingent risk
28 assumed, the three-plus year delay in payment and, when subjected to a lodestar

1 crosscheck, result in a fee that is slightly lower than the base lodestar.

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

5 **II. BACKGROUND**

6 The details of the procedural and factual background of this matter were outlined in
7 the Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (filed on or about
8 June 29, 2023). To refresh the Court's recollection, Defendant Future Tech manufactures of
9 aerospace components, screw machine products & turned parts, and has two facilities in
10 California, including one in Riverside. Future Tech employed plaintiff Le as a non-exempt
11 Production Lathe Machinist for almost two years, from September 2018 to August 2020. During
12 his employment, Plaintiff Le generally worked twelve hour shifts, six or seven days per week,
13 and frequently worked the night shift and received shift differential pay. Plaintiff Lopez worked
14 as a Production Lathe Machinist and CNC Operator, until he was terminated in and around
15 February 2020. He typically worked shifts lasting at least 8 to 11 hours, 5 days per week, and
16 usually worked the day shift. [Declaration of Nikki Trenner ("Trenner Decl."), ¶ 3.]

17 Plaintiffs allege Future Tech violated California wage and hour law in several respects.
18 First, they allege a failure to pay all wages due, including failed to incorporate non-discretionary
19 bonuses and shift differential pay into the regular rate of pay when calculating overtime wages
20 and failed to pay employees for all hours worked by (1) failing to compensate employees for
21 work performed while clocked out for meal periods, and (2) utilizing an unlawful rounding policy
22 resulting in the underpayment of wages. Next, Plaintiffs allege Future Tech also failed to provide
23 compliant meal periods by (1) requiring employees to perform work while clocked out for meal
24 periods; (2) frequently requiring employees to take late and/or short first meal periods or skip first
25 meal periods altogether; and (3) failing to provide second meal periods to employees who work
26 shifts of 10 hours or more. As a result, Plaintiffs also allege Defendant failed to provide accurate,
27 itemized wage statements and failed to pay all wages owed upon separation of employment.
28 [Trenner Decl.), ¶ 4.]

1 Based on these allegations, on December 29, 2021, Plaintiff Le filed the underlying class
2 action on behalf of himself and the Class Members, asserting claims for (1) failure to pay
3 minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to
4 provide rest periods; (5) failure to provide itemized wage statements; (6) failure to pay all wages
5 due at termination; and (7) unfair competition. Finally, in order to fully effectuate the settlement,
6 the Parties agreed to the filing of a First Amended Complaint to add a claim under PAGA and to
7 further add Plaintiff Lopez as a class and PAGA representative, and the FAC was filed on April
8 20, 2023. The FAC is the operative pleading for purposes of effectuating the proposed settlement.
9 [Trenner Decl., ¶ 5.]

10 Future Tech has at all times denied Plaintiffs' allegations and maintained its meal and rest
11 break and payroll policies and procedures comply with California law, and that it provided the
12 class members with required meal and rest breaks. Additionally, Future Tech contends its
13 timekeeping and payroll policies accurately track and pay for all hours worked by its employees
14 and at the correct rates of pay. It also strongly contends the case cannot be maintained as any kind
15 of class or representative action, arguing for example that to the extent class members missed
16 meal and/or rest breaks, or that such breaks were non-compliant, it was intermittent and
17 infrequent and evidence of such missed breaks would be purely anecdotal, and therefore
18 individualized issues predominate and trial on a representative basis would be unmanageable.
19 [Trenner Decl., ¶ 6.]

20 Since the filing of the initial complaint, the Parties engaged in formal and informal
21 discovery as well as various meet and confer discussions regarding discovery, potential law and
22 motion, and the merits of the case. Ultimately, the Parties agreed to mediation, and engaged Todd
23 Smith, Esq. a respected mediator with extensive wage and hour class action experience. In
24 February 2023, The Parties participated in a full day mediation with Mr. Smith that resulted in
25 this settlement. [Trenner Decl., ¶¶ 7-8.] This Court preliminarily approved the settlement on
26 August 14, 2023.

27 Class Notices were mailed to class members on September 12, 2023, with a 45-day
28 window (to October 27, 2023) for class members to opt out or object to the proposed

1 settlement. [Declaration of Makenna Snow (“Snow Decl.”), ¶¶ 7, 11-13.]

2 **III. THE PROPOSED SETTLEMENT TERMS**

3 Under the settlement, Future Tech will pay \$275,000.00 into a common fund, the Gross
4 Settlement Amount.¹ Reasonable attorney’s fees of up to \$91,666.00 (33.3% of the GSA),
5 litigation costs of up to \$20,000 (only \$13,902.05 is requested), enhancement awards to Plaintiffs
6 of up to \$7,500 each, settlement administration costs of no more than \$8,550, and \$20,000 for
7 civil penalties under PAGA (of which 75%, or \$15,000, will go to the Labor & Workforce
8 Development Agency, and 25%, or \$5,000 will go to the Aggrieved Employees) all will be paid
9 from the Gross Settlement Amount. The remainder of approximately \$125,880 will be allocated
10 among the Participating Class Members based on their total workweeks worked during the Class
11 Period. No portion of the GSA will revert to Future Tech. [Trenner Decl., ¶ 10.]

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

13 The Court conditionally certified a settlement class including all non-exempt employees
14 who worked either directly or via a staffing company for Defendant in California during the Class
15 Period of December 29, 2017 to August 5, 2023. The Settlement Administrator ultimately
16 mailed class notices to 88 individuals identified as members of the Class. [Snow Decl., ¶ 7.]
17 Nothing has changed to require reconsideration of the Court’s certification of the
18 Settlement Class.

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

20 This is a cash settlement that does not require Participating Class Members to submit a
21 claim form to receive their settlement share. Participating Class Members will receive their
22 settlement checks automatically via First Class U.S. Mail. Eighty percent of each settlement
23 share will be allocated to wages and the remaining twenty percent will be allocated to penalties
24 and interest. Future Tech will pay any and all applicable employer-side payroll taxes separately
25 and in addition to the Gross Settlement Amount. Subject to the Court’s approval, any amounts not
26 claimed (because a class member does not cash his or her settlement check) will be forwarded to

27 _____
28 ¹ Unless otherwise stated, all capitalized terms have the same meaning as those defined in the Settlement Agreement.

1 the State Controller's Unclaimed Property Fund. [Trenner Decl., ¶ 11.]

2 Each Participating Class Member will receive a share of the Net Settlement Amount based
3 on his or her total weeks worked for Future Tech during the Class Period while employed in a
4 non-exempt position. Thus, each Class Member's Individual Settlement Payment will be
5 calculated using criteria typically used in determining appropriate amounts of unpaid wages,
6 unpaid premium wages for missed meal and rest breaks, and potential statutory penalties under
7 applicable law. These methods are intended to ensure each Class Member receives a portion of
8 the available settlement funds corresponding to the relative value of his or her potential claims.
9 The proposed allocation provides a reasonable way to compensate Class Members based on the
10 amount of time they worked for Future Tech and the number of instances they missed a meal
11 break and/or rest break, were not provided compensation in lieu of such missed breaks, or lost
12 pay due to the alleged rounding. [Trenner Decl., ¶ 12.]

13 The average award will be approximately \$1,430, and the awards will range from about
14 \$12.21 on the low end to over \$3,600 on the high end. The average PAGA award will be about
15 \$111, and the PAGA awards will range from about \$4.31 on the low end to over \$195 on the high
16 end. [Snow Decl., ¶ 17.]

17 **C. Settlement Administration**

18 ILYM Group, Inc., as the Court-approved Settlement Administrator, mailed the Notice
19 Packet to the Class members after making all reasonable effort to ascertain the best mailing
20 address, including running each address through the National Change of Address database
21 and "skip-tracing" any Notice Packets returned as undeliverable. [Snow Decl., ¶¶ 3-9.] The
22 Class Notice, previously approved by the Court, duly informed Class Members of the
23 settlement terms, including the estimated relief each Class Member will receive, the amounts
24 to be requested for attorney's fees and the class representative enhancement awards, and the
25 right to opt out of or object to the settlement. [Snow Decl., Exh. A.] ILYM mailed 88 Notice
26 Packets on September 12, 2023. [Snow Decl., ¶¶ 7.] Ultimately, zero Notice Packets were
27 deemed undeliverable, representing a 100% success rate. [Snow Decl., ¶ 10.] The 45-day
28 response window for opting out of or objecting to the settlement expired on October 27,

2023 for the initial mailing. [Snow Decl., ¶¶ 11-13.] As of the filing of this motion, ILYM has received zero requests for exclusion (for a 100% participation rate), and zero objections to the settlement. No disputes have been submitted regarding the information used to calculate class member settlement shares. [Snow Decl., ¶¶ 11-13.]

D. Release of Claims

All Participating Class Members will release Future Tech from all claims alleged in the operative complaint, or that could have been brought based on the factual allegations in the FAC during the Class Period. Plaintiffs and the LWDA will release those PAGA claims alleged in the PAGA notice to the extent alleged in the FAC. The Class and PAGA releases are limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the FAC, and PAGA notice for the PAGA claims. Only Plaintiffs Le and Lopez are entering into a full general release of all claims and waiver of Civil Code section 1542. [Trenner Decl., ¶ 13.]

E. PAGA Claims and Notice to the LWDA

The Parties allocated \$20,000 from the settlement to civil penalties under PAGA, and Plaintiffs respectfully request that the Court approve this amount as fair, reasonable and adequate. Consistent with PAGA, \$15,000 from this amount will be paid to the LWDA as the state's share of the civil penalties, and the remaining \$5,000 will be distributed to the 45 individuals eligible to receive a PAGA payment. [Snow Decl., ¶ 14.] As required by Labor Code section 2699(l)(2), Plaintiffs gave notice of the settlement and the final approval hearing to the LWDA via its online portal. [Trenner Decl., ¶ 14; Exh. 1.]

IV. ARGUMENT

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

1 3.769; Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801; Wershba v. Apple
2 Computer (2001) 91 Cal.App.4th 224, 245. The purpose of that judicial review is to protect
3 against fraud or collusion, and to ensure fairness to absent class members. Dunk, 48
4 Cal.App.4th at 1800-01; Newberg, at §§ 11.22, *et seq.* Review is accomplished through a
5 two-step process intended to determine whether, under the totality of circumstances, the
6 settlement is fair, reasonable and adequate. Dunk, 48 Cal.App.4th at 1801; Wershba, 91
7 Cal.App.4th at 245.

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

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

23 The proposed settlement of this action warrants final approval under the standards
24 summarized above. The settlement is fair, reasonable and adequate, and represents a
25 favorable resolution of highly disputed claims. Further, the settlement was overwhelmingly
26 approved by the class members, as there were no objections and no opt outs.

27 ///

28 ///

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

2 The settlement is not the result of fraud or collusion. Rather, the proposed settlement
3 was reached following arm's-length negotiations presided over by Todd Smith, Esq., a highly
4 respected and well-known mediator with extensive experience mediating wage and hour class
5 actions. [Trenner Decl., ¶ 8.] Moreover, Plaintiffs and their counsel were well-informed about
6 the facts and the law, and counsel Zachary M. Crosner, Jamie Serb, and Nikki Trenner of
7 Crosner Legal, PC, all have years of litigation experience, including litigating wage and hour
8 class actions. Plaintiffs' counsel are well-qualified to evaluate the risks and benefits of pursuing
9 further litigation or settling the matter. [Trenner Decl., ¶¶ 7, 31-38.] Defendant likewise was
10 represented by highly-qualified and experienced defense counsel. Both sides advocated
11 vigorously for their clients, and nothing was "left on the table."

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

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

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

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

1 more hours and shifts throughout the class period will receive appropriately larger awards.

2 Prior to settlement, the parties engaged in extensive informal discovery to facilitate
3 settlement discussions. As a result, Plaintiffs reviewed documents and information regarding
4 Defendants' payroll practices, pay stubs and time records for a sampling of class members, meal
5 and rest break policies, etc., and information from Defendants regarding class size and
6 breakdown, work weeks, rates of pay, and other information used to formulate a damages model.
7 Plaintiffs had that information reviewed by a consulting expert to assist with calculating potential
8 violation rates and potential damages. Plaintiffs' counsel are confident they obtained sufficient
9 information to enable them to understand the law and facts of this case and make an informed
10 decision regarding the settlement and whether it is in the best interests of the class. [Trenner
11 Decl., ¶¶ 7, 15.]

12 Using the data obtained from Defendant, Plaintiffs ran various calculations and estimated
13 Future Tech's likely maximum exposure on the class claims at approximately **\$2,014,247** million,
14 including about \$66,738 on the unpaid wage/rounding claim, \$7,583 on the unpaid
15 overtime/regular rate claim, \$1,635,526 on the meal and rest break claims, \$101,950 on the wage
16 statement claims, \$202,630 on the waiting time penalty claims. [Trenner Decl., ¶ 16.] Plaintiffs
17 and their counsel substantially discounted the value of these claims, however, in light of
18 Defendant's defenses on both class certification and the merits.

19 First, on their unpaid wage claims, Plaintiffs allege Future Tech failed to pay for all hours
20 worked because it rounded employee time punches off to the nearest quarter-hour even though its
21 timekeeping system captured time to the exact minute. Delmer Camp v. Home Depot USA, Inc.
22 (2022) 84 Cal.App.5th 638. Through the rounding, Defendant thereby shaved off small amounts
23 of compensable time and corresponding wages. According to Plaintiffs' expert's analysis, this
24 rounding practice substantially harmed employees more than it benefited them, resulting in the
25 loss of some **\$66,738** in pay over the Class Period. Plaintiffs and the Class Members also were
26 paid nondiscretionary bonuses and shift differentials that were not incorporated into the regular
27 rates of pay for purposes of calculating overtime wages. Alvarado v. Dart Container Corp. (2018)
28 4 Cal.5th 542, 553; Ferra v. Loews Hollywood Hotel, LLC (2021) 11 Cal.5th 858. Per Plaintiffs'

1 experts, this resulted in an underpayment of overtime wages to Class Members in the amount of
2 **\$7,583**. On the other hand, Defendant argued its timekeeping and payroll policies accurately
3 tracked and paid for all employee time and, to the extent there was rounding, it was neutral in its
4 overall effect and thus permissible under California law. [Trenner Decl., ¶¶ 17-18.]

5 On the meal period claims, Plaintiffs alleged several violations. First, they argued they
6 had to don and doff protective gear while clocked out for meal periods, which cut into their meal
7 period time. Next, Plaintiffs' expert's analysis of the time records produced suggests numerous de
8 facto meal violations, and showed an overall violation rate of around 75% for missed, late, and
9 short meal periods, inclusive of the 100% violation rate for second meal periods of shifts longer
10 than 10 hours. These findings suggested Defendant could owe as much as **\$817,763** in meal
11 period premiums. [Trenner Decl., ¶ 19.]

12 In response, Defendant argued the break policies were fully compliant with California
13 law, and that it provided all required meal periods and thereby met its obligations under the Labor
14 Code and applicable Wage Order. Further, Defendant argued to the extent employees missed a
15 break or took a non-compliant break, any such discrepancies were aberrational and against
16 company policy and a myriad of individual issues would be required to determine whether the
17 potential violation resulted from employee choice or some other reason. Consequently, per the
18 Defendant, individualized inquiries would dominate on this issue and render class certification
19 inappropriate. [Trenner Decl., ¶ 20.]

20 For the rest break claim, Plaintiffs argued that Defendant frequently provided non-
21 compliant rest breaks, as the Class Members often had to skip rest breaks or received shortened
22 rest breaks due to the hectic nature of the work. As with meal breaks, Defendant argued its rest
23 break policies complied with California law and that it authorized and permitted employees to
24 take all required rest breaks. Defendants further contended that, in light of the fact that it is not
25 required to maintain a record of rest breaks, any evidence of failure to authorize and permit rest
26 breaks and/or discouragement from taking rest breaks would be purely anecdotal and individual
27 issues would predominate on liability. Assuming a 75% violation rate comparable to the meal
28 period issue, Defendant's exposure here was estimated at about **\$817,763**. [Trenner Decl., ¶ 21.]

1 Finally, Plaintiffs also alleged derivative claims under Labor Code § 226 (alleged
2 inaccurate wage statement violations) and §§ 201-203 (waiting time penalties). These claims are
3 based on the unpaid wage claims and will rise or fall along with those primary claims, in addition
4 to being subject to “good faith” and other defenses available to Defendant. E.g., Amaral v. Cintas
5 Corp. No. 2 (2008) 163 Cal.App.4th 1157, 1203-04 (holding employer did not willfully fail to
6 pay wages under Labor Code § 203 even though the class prevailed on the merits on the
7 underlying claim for failing to pay living wages). Defendant argued further that the wage
8 statements accurately contained all required information, and that acted in good faith all times
9 with respect to payment of wages. Plaintiffs estimated the exposure on these claims at about
10 Accordingly, Plaintiffs discounted the derivative claims significantly in light of these multiple
11 potential defenses. Plaintiffs’ experts estimated the exposure on these claims at about **\$101,950**
12 on the wage statement claims, and about **\$202,630** on the waiting time penalties claim. [Trenner
13 Decl., ¶ 22.]

14 As far as potential PAGA liability, the alleged aggrieved employees theoretically are
15 entitled to penalties totaling about \$1,900,000 should Plaintiffs prevail on all claims, establish
16 violations of the multiple Labor Code sections at issue, and secure the maximum allowable civil
17 penalties. [Trenner Decl., ¶ 23.] As with the class claims, Plaintiffs discounted the potential
18 PAGA penalties based on Defendant’s various defenses on the merits and also accounted for the
19 Court’s wide discretion to reduce such penalties, or to decline to award penalties at all. Labor
20 Code § 2699(e)(2); Carrington v. Starbucks Corp. (2018) 30 Cal.App.5th 504 (trial court awarded
21 penalties of \$5 per pay period after a bench trial, which decision was upheld on appeal); In re
22 Taco Bell Wage and Hour Actions (E.D. Cal. Apr. 8, 2016) 2016 U.S. Dist. LEXIS 48557
23 (PAGA penalties denied after trial). Accordingly, the Parties allocated \$20,000 to PAGA
24 penalties. [Trenner Decl., ¶ 34.]

25 Plaintiffs submit this amount is reasonable under the circumstances and in line with
26 comparable settlements in other wage and hour class actions in California. E.g., Van Kempen v.
27 Matheson Tri-Gas, Inc. (N.D. Cal. Aug. 25, 2017) 2017 U.S. Dist. LEXIS 137182 (granting final
28 approval of \$5,000 PAGA penalty from \$370,000 settlement, or 1.4 percent of total settlement);

1 Slavkov v. First Water Heater Partners I (N.D. Cal. July 25, 2017) 2017 U.S. Dist. LEXIS
2 116303 (finding a \$7,500 PAGA payment reasonable when measured against the overall
3 settlement of \$345,000 and the possible weaknesses in Plaintiffs' case, or 2.2 percent of total
4 settlement). Additionally, the LWDA has been informed of the terms of the PAGA portion of the
5 settlement, and will be able to weigh in as necessary. Jennings v. Open Door Mktg. Inc. (N.D.
6 Cal. Oct. 3, 2018) 2018 U.S. Dist. LEXIS 171356, at *27 (approving settlement with PAGA
7 penalties of 0.6% where "[p]laintiffs [have] submitted the settlement agreement to the LWDA,
8 and the LWDA has not objected to the settlement.

9 Thus, Defendant raised various defenses to each of Plaintiffs' claims, any one of which, if
10 successful, could have decimated Plaintiffs' case. Overall, Plaintiffs faced risky issues going
11 forward with this litigation, and given the need to secure class certification, try the case, and deal
12 with post-trial appeals, it would have taken years to realize any recovery in this action. Plaintiffs'
13 counsel discounted the value of the class claims consistent with the risks discussed above, and
14 carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation
15 continued. Taking into account all of the above-discussed risk factors, Plaintiffs calculated
16 Defendant's exposure on the class claims at around **\$402,850** on a risk-discounted basis and,
17 accordingly, the settlement represents about 70% of the estimated recovery after trial after
18 accounting for the multiple risks of continued litigation as addressed above. Given Defendant's
19 multi-layered defenses and all other potential risks of continued litigation, a total recovery for the
20 class of \$275,000, which will result in average award of over \$1,400 per class member, is a
21 significant result well within the range of reasonableness considering all potential outcomes, and
22 will provide monetary awards to the Class without further delay. [Trenner Decl., ¶¶ 24-26.]

23 Importantly, the mere fact that a settlement does not provide the same recovery as might
24 be achieved at trial is not a proper indicator of whether the settlement is fair, reasonable, and
25 adequate. Wershba, 91 Cal.App.4th at 246, 250 ("even if the relief afforded by the proposed
26 settlement is substantially narrower than it would be if the suits were to be successfully litigated,
27 this is no bar to a class settlement because the public interest may indeed be served by a voluntary
28 settlement in which each side gives ground in the interest of avoiding litigation"); 7-Eleven

1 Owners for Fair Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135, 1150 (“The fact
2 that a proposed settlement may amount to only a fraction of the potential recovery does not, in
3 and of itself, mean that the proposed settlement is grossly inadequate and should be
4 disapproved”); Lane v. Facebook, Inc. (9th Cir. 2012) 696 F.3d 811, 819 (“[T]he question
5 whether a settlement is fundamentally fair . . . is different from the question whether the
6 settlement is perfect in the estimation of the reviewing court”); White v. Experian Information
7 Solutions, Inc. (C.D. Cal. 2011) 803 F.Supp.2d 1086, 1098 (rejecting contention settlement was
8 not fair and reasonable even though it represented 99% discount off the maximum value of the
9 claims). Importantly as well, the proposed settlement is non-reversionary and will provide
10 benefits to the Class Members without a claims process. White, 803 F.Supp.2d at 1098; c.f.,
11 Federal Judicial Center, Managing Class Action Litigation: A Pocket Guide for Judges (3d ed.
12 2010) at 20, available at www.fjc.gov/sites/default/files/2012/ClassGd3.pdf (reversionary
13 provisions and/or cumbersome claims process may indicate lack of fairness). Plaintiffs and their
14 counsel submit the settlement is within the “range of reasonableness,” and is fair and adequate for
15 the Class.

16 **V. PLAINTIFFS’ ENHANCEMENT AWARDS**

17 Under to the terms of the settlement, Plaintiffs both seek a modest incentive award of
18 \$7,500 for their service in bringing these claims on behalf of the Class. These requests are
19 reasonable given the risks each undertook on behalf of the Class Members. By contacting and
20 retaining counsel to pursue these claims, Plaintiffs helped make this settlement possible for the
21 absent Class Members, while shouldering the risk of being liable for Defendants’ litigation costs.
22 Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit
23 (discoverable even through a simple google search) for the benefit of other employees, placing
24 themselves at risk of discrimination by future prospective employers. As set forth in more detail
25 in their respective declarations submitted with the preliminary approval motion, among taking
26 many other actions assisting in the successful litigation of this case, both Plaintiffs provided
27 substantial factual information and documents to counsel, attended numerous meetings/phone
28 conferences with counsel to discuss the case, and kept abreast of all significant developments.

1 [Declaration of Tuan Q. Le, ¶¶ 2-9; Declaration of Alexander Medina Lopez, ¶¶ 2-7; Trenner
2 Decl., ¶ 27.] Finally, there are no class member objections submitted with respect to the amounts
3 Plaintiffs propose to receive. [Snow Decl., ¶ 12.] Accordingly, the requested enhancement
4 payments to Plaintiffs are appropriate and justified as part of the settlement. Staton v. Boeing (9th
5 Cir. 2003) 327 F.3d 938, 977 (collecting cases awarding class representatives service and
6 incentive payments ranging from \$2,000 to \$25,000).

7 **VI. SETTLEMENT ADMINISTRATION COSTS**

8 The settlement provides for a payment to ILYM for its services as the Settlement
9 Administrator. As set forth in the Declaration of Makenna Snow, ILYM has performed and will
10 continue to perform its required duties through final distribution of the settlement funds and
11 incurred \$8,550 in fees and expenses. [Snow Decl., ¶ 18.] Accordingly, Plaintiffs respectfully
12 request the Court approve payment of \$8,550 to ILYM from the GSA. [Trenner Decl., ¶ 28.]

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

14 **A. The Attorney's Fees Requested Are Fair and Reasonable and Should Be** 15 **Approved**

16 This Court has discretion over the amount of attorneys' fees awarded and court
17 approval is required for Class Counsel's fees. Cal. Rule of Court 3.769; Levy v. Toyota
18 Motor Sales, U.S.A. (1992) 4 Cal.App.4th 807, 813; Lealao v. Beneficial Cal., Inc. (2000) 82
19 Cal.App.4th 19. In defining a reasonable fee, the Court should attempt to mimic the
20 marketplace for cases involving significant contingent risk, such as this one. Deposit
21 Guaranty Nat'l Bank, Jackson, Miss. v. Roper (1980) 445 U.S. 326, 338, rehg. den. 446 U.S.
22 947; Lealao, 82 Cal.App.4th at 49-50 (court should attempt "to award the fee that informed
23 private bargaining, if it were truly possible, might have reached" in determining a reasonable
24 fee, and a fee award should approximate a "range of fees freely negotiated in comparable
25 litigation"). Here, Class Counsel's request for attorney's fees and costs is reasonable and
26 justified by the work performed, the benefits obtained, and the contingent risk assumed.

27 As addressed in detail above, at the time the parties reached the tentative settlement
28 success for Plaintiffs and the putative class was far from certain. Plaintiffs faced a real risk

1 that some or all the claims would not be certified for class treatment, as Defendants had
2 strong arguments that its compensation policies were legal and properly compensated the
3 class members. Even if Plaintiffs certified some or all of the claims and ultimately prevailed
4 on the merits, it undoubtedly would have taken several years to realize any recovery while
5 they pursued trial, and an almost certain appeal. [Trenner Decl., ¶¶ 24-26, 29.]

6 Nonetheless, Plaintiffs succeeded and expeditiously obtained the relief they set out to
7 obtain, and the settlement provides substantial cash payments to Class Members, with an
8 average award of about \$1,400, and with a maximum award of over \$3,600. Importantly as
9 well, the Class Members have been overwhelmingly supportive of the Settlement – as of the
10 filing of this motion, there are no objections and no opt outs to the settlement. [Snow Decl.,
11 ¶¶ 11-12.]

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

13 The United States Supreme Court has ruled the parties to a class action properly may
14 negotiate not only the settlement of the action itself but also the payment of attorney's fees.
15 Evans v. Jeff D. (1986) 475 U.S. 717, 734-35, 738, fn. 30.) In Hensley v. Eckerhart (1983)
16 461 U.S. 424, 437, the Supreme Court explained that negotiated, agreed-upon attorney's fee
17 provisions are the ideal towards which the parties should strive: "A request for attorney's fees
18 should not result in a second major litigation. Ideally, of course, litigants will settle the
19 amount of a fee." The United States Supreme Court has reemphasized this policy and further
20 stressed trial courts have "a responsibility to encourage agreement" on fees. Blum v. Stenson
21 (1984) 465 U.S. 886, 902 n.19.

22 As part of the Settlement, Defendants agreed not to object to an award of no more
23 than 33.3% of the GSA for attorney's fees, or \$91,666.00, and up to \$20,000 in
24 reimbursement for litigation costs and expenses. Such a fee is commensurate with what the
25 market would provide for similar services and the Court therefore can most certainly enforce
26 the agreement. As California's Court of Appeal has instructed:

27 Given the unique reliance of our legal system on private litigants to enforce substantive
28 provisions of law through class and derivative actions, attorneys providing the essential
enforcement services must be provided incentives roughly comparable to those negotiated

1 in the private bargaining that takes place in the legal marketplace, as it will otherwise be
2 economic for defendants to increase injurious behavior.

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

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

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

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

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

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

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

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

9 Here, Class Counsel seek a fee award for their successful prosecution and resolution
10 of this action of no more than 33.3% of the GSA, or \$91,666.00. The percentage requested
11 is justified for the reasons set forth further below, and comports with fee awards calculated
12 on a percentage-of-the-benefit basis. Indeed, review of class action settlements shows that
13 courts have historically awarded fees in the range of 20 to 50 percent, depending upon the
14 circumstances of the case. In re Warner Communications Sec. Litig. (S.D.N.Y. 1985) 618
15 F.Supp. 735, 749-50 (concluding that percentage fees in common fund cases range from 20
16 to 50 percent); Newberg, Newberg on Class Actions (3d ed.) § 14.03, pp. 13-14 ("Usually
17 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to
18 assure that the fees do not consume a disproportionate part of the recovery obtained for the
19 class, although somewhat larger percentages are not unprecedented.")

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

21 To ensure the fairness of an attorney's fee award, courts frequently conduct a lodestar
22 cross check of counsel's fees. "A lodestar cross-check thus provides a mechanism for
23 bringing an objective measure of the work performed into the calculation of a reasonable
24 attorney fee." Laffitte, 1 Cal.5th at 504. Here, Class Counsel spent 152.3 hours of time on
25 this matter over the past 2 years, resulting in a modest and very reasonable lodestar of
26 \$122,215.00.

27 As is fully detailed in the Trenner Declaration, Class Counsel's efforts included: (1)
28 extensive pre-lawsuit investigation of the claims of Plaintiffs and the putative class, including

1 legal research, research into similar claims and claims against other employers in the same
2 industry, and attempts to locate and contact other employees of the Defendants; (2) drafting
3 PAGA notice letters; (3) drafting the initial complaints and related documents; (4) case
4 management, including communications with defense counsel, meeting and conferring/preparing
5 case management statements, etc.; (5) propounding and responding to extensive written
6 discovery, (6) meeting and conferring re discovery responses, (7) lengthy discussions with
7 defense counsel regarding settlement/mediation and informal discovery needed for meaningful
8 settlement discussions; (8) engaging in substantial informal discovery, including propounding
9 informal discovery “requests” and reviewing documents and other information produced; (9)
10 working with a consulting expert on the analysis of Defendant’s production; (10) drafting a
11 mediation brief and accompanying damages model after review and analysis of defendant’s
12 formal and informal discovery production; (11) attending an all-day mediation; (12) negotiating
13 and drafting the settlement agreement and related documents; (13) drafting the motion for
14 preliminary approval, and attending the hearing; (14) administration of the settlement, including
15 communications with the Settlement Administrator and settlement class members; (15) drafting
16 the motion for final approval and attorney’s fees, and attending the final approval hearing; and
17 (16) extensive communications with the Plaintiffs regarding case status, case investigation and
18 document review, mediation, and settlement terms. Additionally, Class Counsel will incur
19 additional time following final approval to, inter alia, respond to class member inquiries, work
20 with the Settlement Administrator on the distribution of settlement funds, and on the compliance
21 hearing and amended judgment. [Trenner Decl., ¶ 30, Exh. 2.]

22 In pursuing this matter, Class Counsel incurred total attorney’s fees of \$122,215, the
23 lodestar is based on an eminently reasonable number of hours (152.3 attorney hours) worked to
24 litigate this matter to a successful conclusion over the course of the past two years, and the
25 requested attorney hourly rates are reasonable and comport with hourly rates charged by other
26 attorneys with similar experience in this practice area in California. [Trenner Decl., ¶¶ 31-43.]
27 On a lodestar basis, the base lodestar is actually higher than the fee request of \$91,666.00 and
28 accordingly there is no request for a lodestar enhancement. Class Counsel submits this

effectively operates to show that the percentage fee request is reasonable, and shows the fees requested are actually lower than the market value of the services rendered when those services are valued via traditional hourly billing.

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

What has now emerged in most fee award decisions is the recognition that fee determinations in both common fund and statutory fee situations are incapable of mathematical precision because of the intangible factors that must be resolved in the court's discretion based on the circumstances of each particular case. Conte, § 207, p. 44. In determining an appropriate fee in a common fund case, a Court must decide, based on the unique posture of each case, what percentage of the common fund would most reasonably compensate Class Counsel given the nature of the litigation and the performance of counsel. Paul, Johnson, Alston & Hunt v. Gaulty (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 one class member opted out. Additionally, the settlement amounts to a

1 substantial percentage of the maximum value of the amount the Class might have obtained if
2 it had tried the case and recovered on all theories seeking recovery of wages and penalties.
3 "It is well-settled law that a cash settlement amounting to only a fraction of the potential
4 recovery does not per se render the settlement inadequate or unfair." In re Omnivision
5 Techs., Inc., 559 (N.D. Cal. 2008) F.Supp.2d 1036, 1042.

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

7 At the time of filing the complaint, Class Counsel recognized that they would have to
8 expend a substantial amount of time and advance significant costs to prosecute a statewide
9 class action suit with no guarantee of compensation or reimbursement, in the hope of
10 prevailing against a sophisticated company represented by first-rate attorneys. Despite
11 their belief in the validity of Plaintiffs' claims, they also knew they faced substantial risks
12 of class certification and the ability to prove class-wide and individual damages. In light of
13 the highly uncertain nature of this suit, Class Counsel also bore the risk that Defendants
14 would dig in and attempt to bury their small firm in work. Given the small size of Class
15 Counsel's firm, not receiving any compensation for several years while simultaneously
16 advancing litigation costs posed considerable risk and difficulty. [Trenner Decl., ¶¶ 44-45.]

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

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

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

27 There is a substantial difference between the risk assumed by attorneys being paid
28 by the hour and attorneys working on a contingent fee basis. The attorney being paid by

1 the hour can go to the bank with his fee. Powers v. Eichen (9th Cir. 2000) 229 F.3d
2 1249, 1256. The attorney working on a contingent basis can only log hours while
3 working without pay towards a result that will hopefully entitle him to a market fee
4 considering the risk and other factors of the undertaking. Id. at 1257. Otherwise, the
5 contingent fee attorney receives nothing. Id. In this case, Class Counsel subjected
6 themselves to this risk in this all or nothing contingent fee case wherein the necessity
7 and financial burden of private enforcement makes the requested award appropriate.

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

17 Here, the contingent fee practice of Plaintiffs' counsel simply does not accommodate
18 the investment of unnecessary time in a case, and the adverse resolution of any one of several
19 difficult issues present in this matter could have doomed the entire effort. As discussed, the
20 attorney's fees in this case were not only contingent but fairly risky, and there was always a
21 chance Plaintiffs' counsel would receive nothing for any number of reasons. [Trenner Decl.,
22 ¶¶ 44-45.] Accordingly, the contingent nature of the fee and the financial burdens on Class
23 Counsel and Plaintiffs also support the fee requested.

24 **5. Awards in Other Cases**

25 As discussed, the attorney's fees requested by Class Counsel are within the range of
26 fees awarded in comparable cases, as California courts regularly approve class action fee
27 awards amounting to 1/3 of a common fund, as approved by the California Supreme Court in
28 Lafitte. Additionally, review of class action settlements over the past 10 years shows that the

1 courts have historically awarded fees in the range of 20 to 50 percent, depending upon the
2 circumstances of the case. In re Warner Communications Sec. Litig. (S.D.N.Y. 1985) 618
3 F.Supp. 735, 749-50 (concluding that percentage fees in common fund cases range from 20
4 to 50 percent); Newberg, Newberg on Class Actions (3d ed.) § 14.03, pp. 13-14 ("Usually
5 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to
6 assure that the fees do not consume a disproportionate part of the recovery obtained for the
7 class, although somewhat larger percentages are not unprecedented."). Class Counsel's
8 requested fees equal to 33.3% of the gross amount recovered on behalf of the class and are
9 well within the range of reasonableness under either the percentage of the recovery or the
10 lodestar method in light of the contingent risk assumed, the delay in payment, the result
11 achieved, and the overall quality of the representation.

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

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

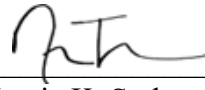
23 As explained in the Trenner Declaration, Class Counsel incurred a total of
24 \$13,902.05 in expenses incurred in connection with this litigation. These expenses
25 include the amounts paid for court filing fees, service of process, expert fees, postage,
26 and mediation fees, all of which are costs normally billed to and paid by the client. These
27 costs were reasonably incurred in the prosecution of this matter, and should be
28 reimbursed in full. [Trenner Decl., ¶¶ 46-47.]

1 **VIII. CONCLUSION**

2 For all the foregoing reasons, Plaintiffs Tuan Q. Le and Alexander Medina Lopez
3 respectfully request that the Court grant this motion and grant final approval of the proposed class
4 action settlement and approve the payment of PAGA penalties to the State. Plaintiffs further
5 request the Court approve payment of the Settlement Administrator's fees and expenses, approve
6 the requested class representative enhancement payments, approve the award of attorney's fees
7 and costs as requested, and enter judgment in this action. Finally, Plaintiffs request the Court set
8 a final compliance review for December 16, 2024, or a later date convenient for the Court.

9
10 Dated: November 8, 2023

CROSNER LEGAL, P.C.

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13 _____
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