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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA**

CHANTHA SVAY, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

CERTAINTEED, LLC, a limited liability
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. MCV093066

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Michael J.
Jurkovich, Dept. 44]

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

FINAL APPROVAL HEARING

Date: May 20, 2025
Time: 8:30 a.m.
Dept.: 411B

Complaint filed: September 30, 2024
Trial date: Not set

1 **NOTICE OF MOTION AND MOTION**

2 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

3 **PLEASE TAKE NOTICE** that on May 20, 2025 at 8:30 a.m., in Conference Room 411B
4 of the Madera County Superior Court, located at 200 South G Street, Madera, California 93637,
5 Plaintiff Chantha Svay (“Plaintiff”) will, and hereby does, move for an order as follows:

- 6 1. Certifying the Class for settlement purposes;
- 7 2. Approving the settlement as fair and reasonable and finding that class members were given
8 notice of the settlement, and advised of their rights to participate in the settlement, object to
9 the settlement, or exclude themselves from the settlement, in a reasonable manner;
- 10 3. Appointing Plaintiff Chantha Svay as a Class Representative for settlement purposes, and
11 approving a Class Representative Service Award of \$10,000.00 to Plaintiff Chantha Svay;
- 12 4. Appointing Plaintiff’s Counsel, Benjamin H. Haber and Daniel J. Kramer of Wilshire Law
13 Firm, PLC as Class Counsel for settlement purposes, and approving payment of \$682,500.00
14 in attorneys’ fees, which is 35% of the Gross Settlement Amount;
- 15 5. Approving costs in the amount of \$34,370.78 for litigating this action to Class Counsel;
- 16 6. Approving payment of administrative expenses to CPT Group, Inc. as the Settlement
17 Administrator in the amount of \$12,750.00;
- 18 7. Directing that the clerk of the Court to enter the Court’s order as a final judgment, which will
19 serve as *res judicata* as to the released claims of Plaintiff, Class Members, and PAGA Group
20 Members; and,
- 21 8. Without affecting the finality of the final judgment, reserving continuing jurisdiction over the
22 Parties for the purposes of implementing, enforcing and/or administering the Settlement or
23 enforcing the terms of the judgment.

24 This Motion will be based on the accompanying Memorandum of Points and Authorities,
25 the Declarations of Benjamin H. Haber, Chantha Svay, and William Argueta, and such oral
26 argument as may be heard by the Court, and all other papers on file in this action.

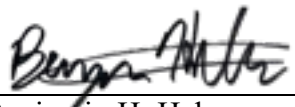
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1 Dated: April 28, 2025

Respectfully submitted,

2 **WILSHIRE LAW FIRM, PLC**

3
4 By: 

Benjamin H. Haber

Daniel J. Kramer

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6 Attorneys for Plaintiffs
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Chantha Svay (“Plaintiff”) seeks final approval of a proposed \$1,950,000 non-reversionary, wage and hour class action settlement with Defendant CertainTeed, LLC (“CertainTeed” or “Defendant,” and together with Plaintiff, the “Parties”). The Settlement will provide substantial monetary payments to approximately 623 class members. Indeed, upon the Court’s approval of the settlement, participating class members will receive an *average estimated individual net settlement payment of approximately \$1,838.77*, with the *highest estimated individual net settlement payment to be paid of approximately \$4,615.09*. (Declaration of William Argueta regarding Notice and Claims Administration [“Argueta Decl.”], ¶ 17.)

As set forth more fully below, the proposed Settlement satisfies all the criteria for settlement approval under California law. A presumption of fairness exists as the Settlement was reached through extensive, mediated arm’s-length negotiations, sufficient investigation and discovery, which allowed Class Counsel to act intelligently, and Class Counsel is experienced in similar wage and hour litigation. As of filing this Motion for Final Approval of Class Action Settlement (the “Motion”), there are **no objections to the settlement** and **no requests for exclusion**, thus showing a 100% participation rate.¹ (Declaration of Benjamin H. Haber in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement [“Haber Decl.”], ¶ 10; *see also* Argueta Decl., ¶ 12-14.) Accordingly, the proposed Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members.

Final approval of the settlement is warranted as it satisfies all the criteria for approval under California law. As demonstrated in the Motion for Preliminary Approval of Class Action Settlement, the proposed Settlement provides excellent benefits to the class, particularly considering the complexities and risks of the case. Accordingly, Plaintiff requests that the Court grant final approval of the proposed Settlement.

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¹ The response deadline is set for May 5, 2025. Plaintiff will provide the Court with a supplemental declaration from the administrator showing the final class composition at least seven days prior to the scheduled hearing date. (Haber Decl., 10.)

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiff's Claims

This is a wage and hour class and Private Attorneys General Act ("PAGA") representative action. Plaintiff and the putative class members worked in California as hourly-paid or non-exempt employees for Defendant during the class period. (Haber Decl., ¶ 2.)

Plaintiff alleges that Defendant's payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiff alleges that Defendant failed to pay for all hours worked. Plaintiff further alleges that Defendant failed to provide employees with legally compliant meal and rest periods, and Defendant failed to reimburse business expenses. Based on these allegations, Plaintiff asserts related claims for failure to provide accurate wage statements, failure to pay all final wages at termination, unfair business practices, and civil penalties under the PAGA. (*Id.* at ¶ 3.)

Throughout this litigation, Defendant has denied Plaintiff's allegations, denies any failure to comply with the laws identified in Plaintiff's action, denies any and all liability for the causes of action that are or reasonably could have been alleged based on the facts in the action, and denies the case is manageable or amenable to class treatment and raised defenses to his claims, both individually and on a representative basis. (Haber Decl., ¶ 3.) Defendant maintains that its employment policies and practices meet the requirements of the Labor Code and applicable Wage Orders. To date, no class has been certified and the Court has not made any findings that Defendant engaged in any wrongdoing or in violation of any state law, rule or regulation, with respect to the issues presented in the litigation.

On January 31, 2023, former Plaintiff Francisco Trejo-Ramirez filed a putative wage and hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code §§ 226.7 and 512); (5) failure to timely pay final wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Labor Code § 226); and (7) unfair business practices (Business and Professions Code §§ 17200, *et seq.*). (Haber Decl., at ¶ 4, *see also* Madera County Superior Court Case No. MCV088583.) On February 13, 2023, Plaintiff Trejo-Ramirez sent notice to

Defendant and the California Labor & Workforce Development Agency (“LWDA”) alleging wage and hour violations pursuant to the PAGA. On April 27, 2023, Plaintiff Trejo-Ramirez filed a separate Complaint against Defendant for civil penalties under PAGA. (*see* Madera County Superior Court Case No. MCV089326.)

On May 15, 2023, the putative class action was removed to the United States District Court, where it is currently pending in the Eastern District of California. On December 14, 2023, Plaintiff Chantha Svay was substituted as a class representative via Plaintiff’s First Amended Class Action Complaint. (*Id.* at ¶ 5.)

B. Discovery and Investigation

The Parties have undertaken significant investigation of the facts and law during the pendency of this Action. Following the filing of the Complaint, the Parties exchange documents and information before mediating this action. Defendant produced a complete set of time and pay records for all putative class members. Defendant also provided documents of its wage and hour policies and practices during the class period, and information regarding the total number of current and former employees in its informal discovery responses. (*Id.* at ¶ 5.)

After reviewing documents regarding Defendant’s wage and hour policies and practices analyzing Defendant’s timekeeping and payroll records, and interviewing Class Members, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant’s maximum monetary exposure for all alleged claims. (*Id.* at ¶ 6.) Class Counsel also investigated the applicable law regarding the alleged claims and defenses asserted in the litigation. (*Id.*) Class Counsel reviewed these records and prepared a damage analysis assessing Defendant’s potential liability prior to mediation. (*Id.*)

C. Settlement Negotiations and Agreement

On April 15, 2024, the Parties participated in private mediation with experienced class action mediator, Lisa Klerman, Esq. (Haber Decl., ¶ 8.) The mediation was conducted via Zoom. The settlement negotiations were at arm’s length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. (*Id.*) After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff’s claims and

Defendant's defenses, the Parties reached a settlement the material terms of which are encompassed within the Settlement Agreement. (*Id.*, at ¶¶ 7-9, **Ex. 1** [Joint Stipulation Re: Class Action Settlement].) The Settlement was facilitated by both Parties agreeing to a mediator's proposal made by Lisa Klerman, Esq. following the Parties' full day mediation. (*Id.*)

Class Counsel has conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk. (*Id.* at ¶ 9.)

D. Preliminary Approval and Overwhelming Support for the Settlement

The Court granted Plaintiff's Motion for Preliminary Approval of Class Action Settlement on January 16, 2025. (Haber Decl., ¶ 10.) The deadline for class members to opt out or object to the Settlement is May 5, 2025. (*Id.*) The reaction of the Class to the Settlement thus far has been overwhelmingly positive. Indeed, as of the filing of this Motion, no Class member has opted out of the settlement, and no Class Member has objected to the settlement. (*Id.*)

E. Key Terms of the Proposed Settlement

Under the Settlement Agreement, Defendant will pay \$1,950,000.00 to resolve this litigation. The key terms include:

1. Class Member Definition: For purposes of this Settlement Agreement only, the Parties agree to the certification of the classes pursuant to California Code of Civil Procedure § 382 defined as: "all current and former non-exempt employees employed by Defendant in California during the Class Period." (Settlement, § I(f).)

2. Class Period: means "the time period from August 6, 2018 through May 30, 2024." (Settlement, § I(g).)

3. Participating Class Member: All Class Members who do not exclude themselves from the settlement shall be referred to as "Participating Class Members" or "Participating Class Members." (Settlement, § IV(15).)

4. PAGA Group Members: "All current and former non-exempt employees of

Defendant employed in California at any time during the PAGA Period.” (Settlement, § I(s).)

5. PAGA Period: shall mean “the time period between February 13, 2022 through May 30, 2024.” (Settlement, § I(t).)

6. Total Class Action Settlement Amount: “shall mean One Million Nine Hundred Fifty Thousand Dollars and Zero Cents (\$1,950,000.00). This is the maximum possible amount that may be paid by Defendant to resolve the action with the limited exception of: (1) Defendant’s responsibility for the employer’s share of taxes associated with the Class Members’ Individual Settlement Amounts; and (2) the additional amount to be paid, if any, due to a possible increase of the Total Class Action Settlement amount as described in Paragraph 14. The Total Class Action Settlement Amount is a non-reversionary amount that is intended to be a qualified settlement fund pursuant to 26 U.S.C. § 468B.” (Settlement, § I(z).)

7. Uncashed Checks: “There will be no reversion to Defendant. In the event that an Individual Settlement Award is paid to a Participating Class Member by check and the check is not cashed on or before the Check Cashing Deadline, the amount of the Individual Settlement Award shall be considered unclaimed. Each unclaimed Individual Settlement Award paid to a Class Member but not cashed on or before the Check Cashing Deadline shall be tendered to the State of California State Controller’s Office, Unclaimed Property Fund in the Participating Class member’s name.” (Settlement, § VI(22).)

8. Released by Participating Class Members: “As of the date that Defendant fully funds the Total Class Action Settlement Amount and employer’s share of taxes, Plaintiff and Participating Class Members release the Released Parties from the following, collectively referred to as the “Released Class Claims” during the Class Period: All causes of action and factual or legal theories that were alleged in the operative complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative complaints in this Action, and the complaints in (1) *Francisco Trejo-Ramirez on behalf of the State of California and other aggrieved employees v. CertainTeed LLC, a limited liability corporation*; Does 1 through 10, inclusive himself, Defendants, Madera County Superior Court Case No. MCV089326; and (2) the legal action pending in the United States District Court for the Eastern District of California, entitled *Chantha Svay, individually, and on behalf of all others similarly situated v. Certainteed LLC, a limited liability corporation*; and Does 1 through 10, inclusive

Case No 1:23-cv-007750KES0EPG, including all of the following alleged claims for relief: (a) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (b) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (c) failure to pay wages due, including but not limited to minimum wages, straight-time wages, overtime wages, vacation pay, sick pay, meal period premiums, rest period premiums, reporting time wages, split differentials, and bonuses; (d) failure to reimburse for all necessary expenditures or losses; (e) failure to pay all wages timely at the time of termination and/or during employment; (f) failure to provide complete, accurate or properly formatted wage statements; (g) failure to maintain accurate records of hours worked and meal periods; (h) failure to provide sick pay and failure to provide information pertaining to sick pay balances, amount of sic pay available for use, and/r payments on wage statements; (i) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (j) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (k) any other claims or penalties under the wage and hour laws pleaded in the Action; and (l) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief (collectively, the “Released Claims”). The period of the Release shall be entitled to a release of Released Claims which occurred during the Class Period only during sch time that the Settlement Class Member was classified as non-exempt, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside of the Class Period. Plaintiff and the Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Action, which are the subject matter of the Released Class Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this Stipulation, Plaintiff and Participating Class Members shall be deemed to have, and by operation of the final judgment

1 approved by the Court, shall have, fully, finally, and forever settled and released all of the
2 Released Class Claims as defined in this Stipulation.” (Settlement, § V(16).)

3 9. PAGA Release: “As of the date Defendant fully funds the Total Class Action
4 Settlement Amount and employer’s share of taxes, Plaintiff, the PAGA Group Members, and
5 the State of California will release the Released Parties from the following alleged claims for
6 civil penalties during the PAGA Period, collectively referred to as the “Released PAGA
7 Claims,” whether known or unknown, and irrespective of the factual or legal basis for such
8 claims, including penalties for those facts and legal theories contained in the Amended
9 Complaint (as described in Paragraph 25 below). This release extends to Plaintiff, the PAGA
10 Group Members, and the State of California without regard to whether any Class Member
11 requests to be excluded from the settlement. To be clear, the scope of the PAGA release is
12 limited to the Released PAGA Claims: All causes of action and factual or legal theories that
13 were alleged in the operative complaint or reasonably could have been alleged based on the
14 facts and legal theories contained in the operative complaints in Action and the Amended
15 Complaint (as described in Paragraph 25 below), including but not limited to claims for: All
16 causes of action and factual or legal theories that were alleged in the operative complaint or
17 reasonably could have been alleged based on the facts and legal theories contained in the
18 operative complaint or reasonably could have been alleged based on the facts and legal theories
19 contained in the operative complaint, including all of the following claims for relief: (a) failure
20 to provide proper meal periods, and to properly provide premium pay in lieu thereof; (b) failure
21 to provide proper rest periods, and to properly provide premium pay in lieu thereof; (c) failure
22 to pay wages due, including but not limited to minimum wages, straight-time wages, overtime
23 wages, vacation pay, sick pay, meal period premiums, rest period premiums, reporting time
24 wages, split differentials, and bonuses; (d) failure to reimburse for all necessary expenditures
25 or losses; (e) failure to pay all wages timely at the time of termination and/or during
26 employment; (f) failure to provide complete, accurate or properly formatted wage statements;
27 (g) failure to maintain accurate records of hours worked and meal periods; (h) failure to provide
28 sick pay and failure to provide information pertaining to sick pay balances, amount of sick pay
available for use, and/or payments on wage statements; and (j) all civil penalties and other
amounts recoverable under said causes of action under California law, to the extent permissible,

1 including but not limited to the California Labor Code and the applicable Wage Orders
2 (collectively, the “PAGA Released Claims”). The period of the Release shall extend to the limits
3 of the PAGA Period. The res judicata effect of the Judgment will be the same as that of the
4 Release.” (Settlement, § V(17).)

5 10. Net Settlement Amount: “shall mean and refer to the balance of the Total Class
6 Action Settlement Amount, after all Court-approved deductions for attorneys’ fees and actual
7 costs to Class Counsel, the Settlement Administrator’s costs and fees, the Class Representative’s
8 enhancement award, and the PAGA Allocation. The Net Settlement Amount is the maximum
9 amount that will be available for distribution to Class Members.” (Settlement, §I(q).)

10 11. PAGA Allocation: “The Parties agree to allocate Fifty Thousand Dollars and Zero
11 Cents (\$50,000.00) of the Total Class Action Settlement Amount to resolve the PAGA Group
12 Members’ claims arising under PAGA (the “PAGA Allocation”). Pursuant to PAGA, seventy-
13 five percent (75%) of the PAGA Allocation, or Thirty-Seven Thousand Five Hundred Dollars
14 and Zero Cents (\$37,500.00), shall be paid to the State of California Labor and Workforce
15 Development Agency (the “LWDA”), with the remaining twenty-five percent (25%), or Twelve
16 Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), paid pro rata to PAGA Group
17 Members as set forth below.” (Settlement, § VI(21)(a).) Class Counsel submitted the proposed
18 settlement in advance of the Motion for Preliminary Approval of Class Action Settlement.
19 (Haber Decl., ¶ 12.).

20 12. Distribution Formula: “After the amounts described in Paragraph 21,
21 subparagraphs (a) through (e), above, have been deducted from the Total Class Action
22 Settlement Amount, the remainder - the Net Settlement Amount - shall be distributed to each
23 Participating Class Member in the following manner: The Net Settlement Amount shall be
24 divided by the number of aggregate Qualified Weeks worked by all Participating Class Members
25 during the Class Period to produce a “Weekly Settlement Value.” A “Qualified Week” shall be
26 a week where a Participating Class Member who worked during the Class Period. Each
27 Participating Class Member shall be eligible to receive a settlement payment in the amount of
28 the total number of Qualified Weeks attributable to the Participating Class Members during the
Class Period multiplied by the Weekly Settlement Value, less applicable withholdings, provided
that the Participating Class Member has not submitted a Request for Exclusion.” (Settlement,

§ VI(21)(f).) As to PAGA: “Twenty-five percent (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), of the PAGA Allocation to be paid to the PAGA Group Members shall be divided by the number of aggregate Qualified Pay Periods worked by all PAGA Group Members, during the PAGA Period to produce a “Pay Period Settlement Value.” A “Qualified Pay Period” shall be a pay period where a PAGA Group Member worked for Defendant during the PAGA Period. Each PAGA Group Member shall be eligible to receive a settlement payment in the amount of the total number of Qualified Pay Period attributable to the PAGA Group Member during the PAGA Period multiplied by the Pay Period Settlement Value (the “PAGA Payment”).” (Settlement, § VI(21)(g).)

13. Tax Allocation: 25% of each Individual Settlement Award shall be allocated as wages, and 75% of each Individual Settlement Award shall be allocated as interests and penalties. (Settlement, § VII(23)(g).)

14. Class Representative Service Award: Class Counsel may apply for an enhancement award to the Class Representative in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). The enhancement award shall be paid from the Total Class Action Settlement Amount. This enhancement award is in addition to the payment to which Plaintiff is entitled as a Participating Class Member. Defendant agrees not to oppose any such application that is consistent with this paragraph. Even in the event that the Court reduces or does not approve the enhancement award discussed in this paragraph, Class Representative and Class Counsel shall not have the right to revoke this Stipulation.” (Settlement, § VI(21)(c).) This amount is for Plaintiff’s time and effort in bringing and presenting the action, and in exchange for a general release of all claims, known or unknown, pursuant to Civil Code Section 1542. (Settlement, § V(17).)

15. Attorneys’ Fees and Costs: Class Counsel may apply for an award of attorneys’ fees, not to exceed Six Hundred Eighty-Two Thousand Five Hundred Dollars and Zero Cents (\$682,500.00) (35% of the Total Class Action Settlement Amount). (Settlement, § VI(21)(a).) In addition to attorneys’ fees, Class Counsel may apply for an award of costs, not to exceed the sum of Forty Thousand Dollars and Zero Cents (\$40,000.00). (Settlement, § VI(21)(b).)

16. Notice of Proposed Class Action Settlement: The Notice set forth in plain terms, a statement of the case, the terms of the Settlement Agreement, the approximate amount of

attorneys’ fees, costs, and service awards being sought, and an explanation of how the settlement allocations are calculated. (Argueta Decl., ¶ 5.) On March 30, 2024, CPT Group, Inc. (“CPT”), the Settlement Administrator, mailed notice packets to Class Members via first-class mail. (*Id.* ¶ 8; Settlement, § VII(23)(b).) On April 21, 2025, CPT mailed reminder postcards to Class Members which contained the document receipt deadline, how to object, and how to exclude oneself from the settlement. (*Id.* ¶ 9.) CPT undertook its best efforts to ensure that the notice was provided to the current addresses of class members, including conducting a national change of address search. A total of nine (9) notice packets were deemed undeliverable and CPT re-mailed the notice packets to twelve (12) updated addresses. As of this date, two notice packets remain undeliverable. (*Id.* ¶ 11.) Also, CPT has not received any requests for exclusion or notices of objection to the settlement (*Id.* ¶¶ 12-14.)

III. THE SETTLEMENT MERITS FINAL APPROVAL

The law favors the settlement of lawsuits, particularly in class actions and other complex cases. (*See e.g., Neary v. Regents of Univ. of California* (1992) 3 Cal.4th 272, 277-81.) Factors to be considered in evaluating a class action settlement include “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through proceedings, the experience and views of counsel, the presence of a government participant, and the reaction of the class members to the proposed settlement.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.) A presumption that a settlement is fair and reasonable exists where, as here, the following four factors are present: “(1) the settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 245.)

Whether a class action settlement should be approved is a question committed to the trial court’s broad discretion. (*Id.* at pp. 234-35.) In exercising its discretion, the Court should give “[d]ue regard ...to what is otherwise a private consensual agreement between the parties.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) “The inquiry ‘must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a

whole, is fair, reasonable and adequate to all concerned.” (*Id.* [internal citations omitted].)

A. The Settlement Reflects a Reasonable Compromise

A settlement is not judged against what the plaintiff might recover had he or she prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Wershba, supra*, 91 Cal.App.4th at pp. 246, 250 [“Compromise is inherent and necessary in the settlement process...even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.”].)

The settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff’s claims. (Haber Decl., ¶ 11.) While Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action, including consideration of Defendant’s contentions that employees were paid for all time worked, Defendant’s common policy to automatically pay meal period premiums, that employees complete daily meal period and rest break attestations, that Defendant issued accurate wage statements, that many settlement class members’ claims are exempted because they are covered by valid and applicable collective bargaining agreement(s), and that employees were fully and timely paid all wages due. (*Id.*) Plaintiff also recognizes that proving the amount of wages due to each class member would be an expensive, time-consuming, and uncertain proposition. (*Id.*) Furthermore, even if Plaintiff obtained certification of all or some of the alleged claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the class. (*Id.*)

Because of the proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount of \$1,950,000.00 is within the “ballpark” of reasonableness, and settlement approval is appropriate. ***Indeed, each Settlement Class Member is eligible to receive an average benefit of approximately \$1,838.77, and the highest estimated net payout is expected to be approximately \$4,614.09.*** (Argueta Decl., ¶ 16.)

1 **B. The Settlement was Reached After Arms-Length Negotiations Following**
2 **Formal and Informal Discovery**

3 The Settlement was reached following multiple sessions with experienced class action and
4 employment mediator, Lisa Klerman, Esq. (Haber Decl., ¶ 8.) The settlement negotiations were
5 at arm's length and, although conducted in a professional manner, were adversarial. (*Id.*) The
6 Parties went into the mediation willing to explore the potential for a settlement of the dispute, but
7 each side was also prepared to litigate their or its position through trial and appeal if a settlement
8 had not been reached. (*Id.*)

9 Prior to reaching this settlement, Class Counsel conducted informal discovery concerning
10 the claims set forth in the litigation, such as the entirety of putative class members' timekeeping
11 and payroll records, collective bargaining agreements, Defendant's policies and procedures
12 concerning the payment of wages, the provision of meal and rest breaks, issuance of wage
13 statements, and providing all wages at separation, as well as information regarding the number of
14 putative class members and the mix of current versus former employees, the wage rates in effect,
15 and the amount of meal and rest period premium wages paid to class members. (*Id.* at ¶¶ 6-7.) In
16 conjunction with their extensive factual investigation, Class Counsel investigated the applicable
17 law regarding the alleged claims and defenses asserted in the litigation. (*Id.*) Thus, Plaintiff and
18 his counsel were able to act intelligently and effectively in negotiating the proposed Settlement.
19 (*Id.*)

20 **C. Plaintiff's Counsel Has Substantial Class Action Experience**

21 Class Counsel also has considerable experience and has demonstrated competence with
22 litigating wage and hour class actions. (Haber Decl., ¶¶ 28-38.) Class Counsel has substantial
23 experience in all facets of litigation in state and federal court, including discovery, law and motion,
24 appeals, arbitration and mediation. Class Counsel has litigated numerous class actions on behalf
25 of employees and have been lead counsel or otherwise exercised significant case handling
26 responsibilities in numerous cases resulting in millions of dollars in class action settlements. (*Id.*)

27 Based on Class Counsel's experience as employment and class action attorneys, Class
28 Counsel is eminently qualified to evaluate the strength of Plaintiff's alleged claims, the strength of
29 Defendant's defenses against certification, the strength of Defendant's defenses on the merits, and
30 the fairness of the Settlement. Their opinion that final approval of the Settlement would be in the

best interests of class members in light of the significant risks of litigation is entitled to great weight. (*See Kullar, supra*, 168 Cal.App.4th at p. 129 [“The court undoubtedly should give considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arms’ length transaction entered without self-dealing or other potential misconduct”].)

D. There Are No Objections to the Settlement

As of filing this Motion, no class member has objected to the Settlement, and no class member has requested exclusion from the Settlement. (Haber Decl., ¶ 10.) The overwhelmingly positive response of the class strongly supports final approval of the Settlement. (*See, e.g., In re Lifelock, Inc. Marketing and Sales Practices Litigation* (D. Ariz. 2010) 2010 WL 3715138, *6 [relatively few objections and requests for exclusion support approval].)

Factors to be considered in evaluating a class action settlement include “the reaction of the class members to the proposed settlement.” (*Kullar, supra*, 168 Cal.App.4th at p. 128.) The reaction here has been overwhelmingly positive. Courts have approved class action settlements in lesser circumstances. (*See, e.g., Hughes v. Microsoft Corp.* (W.D.Wash. 2001) 2001 U.S. Dist. LEXIS 5976, 2001 WL 34089697, *8 [court found that the “class members overwhelmingly support[ed] the settlement” where there were over 37,000 notices sent out, 2,745 class members participated in the settlement, “only nine objections were submitted”, and there were 86 timely opt-outs and over 20 additional defective or untimely opt-outs, “these indicia of the approval of the class of the terms of the settlement support a finding of fairness under Rule 23”], *citing Hanlon v. Chrysler Corp.* (9th Cir.1998) 150 F.3d 1011, 1027 [despite vigorous objections and appeal by objectors, the “fact that the overwhelming majority of the class willingly approved the offer and stayed in the class presents at least some objective positive commentary as to its fairness,” and the court did not abuse its discretion in approving settlement].)

IV. THE COURT SHOULD AWARD PLAINTIFF THE REQUESTED AMOUNTS OF FEES, COSTS AND ENHANCEMENT PAYMENTS.

Under the Settlement, subject to the Court’s approval, Defendant has agreed to pay Class Counsel reasonable attorneys’ fees in the amount of \$682,500.00, which is 35% of the Gross Settlement Amount, costs up to \$40,000.00 for litigating this action, and an enhancement award of \$10,000.00 to named Plaintiff Chantha Svay. Defendant has also agreed that they would not

1 oppose an application for these payments addressed above, and no class member has objected to
2 these amounts.

3 In common fund cases like this one, the primary method California courts use for
4 calculating attorneys' fees is the percentage of the common fund method, which may be followed
5 by a lodestar cross-check. In *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, the California
6 Supreme Court affirmed an award of 33 1/3% of a \$19 million wage and hour class action
7 settlement with a 2.03 to 2.13 multiplier. (*Id.* at p. 506.) In doing so, the California Supreme Court
8 explained:

9 As to the incentives a lodestar cross-check might create for class counsel, we
10 emphasize the lodestar calculation, when used in this manner, ***does not override***
11 ***the trial court's primary determination of the fee as a percentage of the common***
12 ***fund*** and thus ***does not impose an absolute maximum or minimum on the***
13 ***potential fee award***. If the multiplier calculated by means of a lodestar cross-
14 check is extraordinarily high or low, the trial court should consider whether the
15 percentage used should be adjusted so as to bring the imputed multiplier within a
16 justifiable range, but the court is not necessarily required to make such an
17 adjustment. Courts using the percentage method have generally weighed the time
18 counsel spent on the case as an important factor in choosing a reasonable
19 percentage to apply.

20 (*Id.* at p. 505, emphasis added; *see also Beaver v. Tarsadia Hotels* (S.D. Cal. Sept. 28, 2017) 2017
21 WL 4310707, at *9 [applying *Laffitte* standard to fee request for 33 1/3% of common fund].)

22 **A. A Fee Award Based on One-Third of the Common Fund is Standard**

23 According to a leading treatise on class actions, "[n]o general rule can be articulated on
24 what is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on
25 a 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 percentages
27 are not unprecedented." (*See Conte & Newberg, Newberg on Class Actions* (3rd Ed.) § 14.03.)
28 Attorneys' fees at fifty percent of the fund are typically considered the upper limit, with ***thirty to***
forty percent commonly awarded in cases where the settlement is relatively small. (*Id.*; *see also*
Van Vranken v. Atlantic Richfield Company (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most
cases where 30-50% was awarded involved "smaller" settlement funds of under \$10 million].)

The settled-for 33 and 1/3% fee award is consistent with the average fee award in class
actions. Indeed, the custom and practice in class actions is to award approximately one-third of a
fund as a fee award. (*See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n.11 ["Empirical

studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”].) Thus, Plaintiff’s fee request is in line with the prevailing guidelines established in California case law and academic literature and is consistent with awards in California. Accordingly, the Court should approve the attorneys’ fees requested herein.

B. While the Lodestar Method is Not Necessary in Common Fund Cases, Courts May Perform a Cross-Check to Award Fees.

Although California supports the common fund doctrine, the lodestar method can be used to cross-check fee awards. “It may be appropriate in some cases, assuming the class benefit can be monetized with a reasonable degree of certainty, to “cross-check” or adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation.” (*In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.)

Applying the lodestar method requires a two-step process. The first step is to multiply the number of hours reasonably expended by a reasonable hourly rate. The second step is to apply a multiplier to the lodestar to take into account various factors. “The purpose of such adjustment is to fix a fee at the fair market value for the particular action. In effect, the court determines, retrospectively, whether the litigation involved a contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in order to approximate the fair market rate for such services.” (*Id.* at pp. 556-57.) “Under certain circumstances, a lodestar calculation may be enhanced on the basis of a percentage-of-the-benefit analysis.” (*Id.* at p. 557.)

Detailed timesheets are not necessary to a lodestar cross-check. “The law is clear ... that an award of attorney fees may be based on counsel’s declarations, without production of detailed time records.” (*Raining Data Corp. v. Barrenechea* (2009) 175 Cal.App.4th 1363, 1375.) As the California Supreme Court explained in *Laffitte*:

With regard to expenditure of judicial resources, we note that trial courts conducting lodestar cross-checks have generally not been required to closely scrutinize each claimed attorney-hour, but have instead used information on attorney time spent to “focus on the general question of whether the fee award appropriately reflects the degree of time and effort expended by the attorneys.” (5 Newberg on Class Actions, *supra*, § 15:86, p. 331; *see, e.g., Goldberger v. Integrated Resources, Inc., supra*, 209 F.3d at p. 50 [2d Cir.; “where used as a mere cross-check, the hours documented by counsel need not be exhaustively

scrutinized by the district court”]; *In re Prudential Ins. Co. America Sales Practice Litigation Agent Actions* (3d Cir.1998) 148 F.3d 283, 342 [agreeing with district court that “detailed time summaries were unnecessary where, as here, it was merely using the lodestar calculation to double check its fee award.”]; *Barbosa v. Cargill Meat Solutions Corp.* (E.D.Cal.2013) 297 F.R.D. 431, 451 [“Where the lodestar method is used as a cross-check to the percentage method, it can be performed with a less exhaustive cataloguing and review of counsel’s hours.”].)

(*Laffitte, supra*, 1 Cal.5th at p. 505.)

Class Counsel’s lodestar is at least \$262,400 based on approximately 332 hours of work performed thus far. (Haber Decl., ¶¶ 18-21.) Accordingly, the requested fee of \$682,500.00 is reasonable and fair as it is based on an approximate multiplier of 2.60. To be sure, trial courts have substantial discretion in adjusting the lodestar to account for various factors. (*See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26, 39-45; *see also Serrano v. Priest* (1977) 20 Cal.3d 25, 49.) In addition, it has been held that “[m]ultipliers can range from 2 to 4 or even higher.” (*See Wershba, supra*, 91 Cal.App.4th at p. 255; *see also Van Vranken, supra*, 901 F. Supp. At p. 298 [“[m]ultipliers in the 3-4 range are common in lodestar awards for lengthy and complex class action litigation.”].) Similar multipliers have been found to be reasonable for Class Counsel. (*See, e.g., Moreno v. Pretium Packaging, L.L.C.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-SB, 2021 WL 3673845, *3 [finding Wilshire Law Firm, PLC’s multiplier of 2.57 reasonable “in light of the contingent nature of recovery, the complexity of the issues, and the result obtained”].)

1. Class Counsel’s Rates Have Been Approved by Several Courts.

Class Counsel provides a declaration to support their lodestar hourly rates. “Affidavits of the plaintiffs’ attorney and other attorneys regarding prevailing fees in the community, and rate determinations in other cases, particularly those setting a rate for the plaintiffs’ attorney, are satisfactory evidence of the prevailing market rate.” (*United Steelworkers of America v. Phelps Dodge Corp.* (9th Cir. 1990) 896 F.2d 403, 407.) Class Counsel has received final approval of their hourly rates in other wage and hour class action settlements.

2. Applying a Positive Multiplier Is Appropriate.

Once this lodestar figure has been determined, the Court may take into account other “enhancement” factors to adjust the lodestar award. While Plaintiff seeks a multiplier of 2.60 here, the overall reasonableness of Plaintiff’s request is underscored by the fact that a

1 significantly higher multiplier would be justified under applicable law.

2 Contingency fees should be higher than fees for the same legal services paid concurrently
3 with the provision of the services. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-33.) “A
4 lawyer who both bears the risk of not being paid and provides legal services is not receiving the
5 fair market value of his work if he is paid only for the second of these functions. If he is paid
6 no more, competent counsel will be reluctant to accept fee award cases.” (*Id.* at p. 1133.)
7 Application of that rule is particularly appropriate where the case is brought to redress important
8 rights of vulnerable persons. (*Id.*) A risk enhancement is “earned compensation; unlike a
9 windfall, it is neither unexpected nor fortuitous. Rather it is intended to approximate market-
10 level compensation for such services which typically pay a premium for the risk of nonpayment
or delay in payment of attorney’s fees.” (*Id.* at p. 1138.)

11 “Multipliers can range from 2 to 4 or even higher.” (*Wershba, supra*, 91 Cal.App.4th at
12 p. 255; *see also Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512
13 [applying a 2.52 multiplier on a cross-check in an antitrust class action]; *Chavez, supra*, 162
14 Cal.App.4th at p. 60 [applying a 2.5 multiplier on a lodestar cross-check]; *Vizcaino v. Microsoft*
15 *Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 n.6 [“most” common fund cases apply a multiplier
16 of 1.0-4.0]; *Been v. O.K. Industries Inc.* (E.D. Okla. 2011) 2011 WL 4478766, *11, *citing* a
17 study “reporting [an] average multiplier of 3.89 in survey of 1,120 class action cases” and
18 finding that a multiplier of 2.43 would be “per se reasonable.”) The intermediate court in
19 *Laffitte*, after finding that “2 to 4” is a reasonable range for multipliers on a cross-check,
20 affirmed a 2.13 multiplier. (*Laffitte v. Robert Half Int’l* (2014) 231 Cal.App.4th 860, 881-82.)
21 The intermediate court opinion was affirmed in full by the California Supreme Court in its new
decision guiding lower courts on assessing fees.

22 Factors considered in determining whether a lodestar multiplier is appropriate generally
23 include: (1) the risks presented by the contingent nature of the case; (2) the novelty and difficulty
24 of the questions involved and the skill requisite to perform the legal service properly; (3) the
25 nature of the opposition; (4) the preclusion of other employment by the attorney due to
26 acceptance of the case; and (5) the result obtained and the importance of the lawsuit to the
27 public. (*Serrano, supra*, 20 Cal.3d at pp. 48-49.) All of these factors favor approval of a
28 multiplier along the lines of those approved in the cases above.

1 The major consideration in determining the necessity of a multiplier is the contingent nature
2 of the award. (*Ketchum, supra*, 24 Cal.4th at pp. 1132-33.) Further, the possibility of no recovery
3 is only one of the uncertainties involved in taking on such a case. Other uncertainties are the
4 amount that will be recovered, uncertainty as to the cost, both in effort and expenses, and
5 uncertainty about how much time will pass before the recovery is obtained. (*Id.* at pp. 1132-1133,
6 1138.) Here, Class Counsel have been the only counsel to represent Class Members in this matter
7 and have borne the entire risk and costs of litigation purely on a contingency basis. Class Counsel's
8 outlay of time and money in this case has been significant.

9 The other factors are also present here. Class Counsel are skilled attorneys who have
10 had success in wage and hour class actions. This case required experienced and competent
11 lawyers and expertise in the issues presented herein. Defendant's contentions underscore the
12 risk of prevailing at class certification and trial, and any of these obstacles could have prevented
13 recovery completely. Further, proceeding to trial would have added years to the resolution of
14 this case because of the difficult legal and factual issues raised and the likelihood of appeals.
15 Despite these risks, Class Counsel took this case on a contingency basis. Yet, there are only so
16 many cases that Class Counsel can take at any one time. Consequently, there were other
17 meritorious cases presented to Class Counsel that would have generated substantial fees, but
18 were declined, during the pendency of this action in order to devote the attention necessary to
19 achieve favorable results. (Haber Decl., ¶ 25.) Considered against the risks of continued
20 litigation, and the importance of the employment rights and a speedy recovery, the relief
21 provided under the Settlement represents a very strong result for the Class.

22 **C. Costs Are Reasonable.**

23 As of the date of filing this Motion, Class Counsel has incurred around \$33,870.78 in costs,
24 and they anticipate incurring at least \$500 in combined additional costs up to the time the Court
25 enters a judgment in this action and schedules a hearing on distribution. (Haber Decl., ¶ 27.)
26 Accordingly, Class Counsel respectfully requests reimbursement of up to \$34,370.78 in costs.
27 Notably, Defendant has agreed that they will not oppose any cost award request up to \$40,000.00.
28 The categories of costs are set forth in the accompanying Declaration of Benjamin H. Haber, and
these costs are easily seen to be both reasonable and necessary.

Counsel can recover "out-of-pocket expenses that 'would normally be charged to a fee

1 paying client”” including costs for “service of summons and complaint, service of trial
2 subpoenas, fee for defense expert at deposition, postage, investigator, copying costs, hotel bills,
3 meals, messenger service and employment record reproduction.” (*Harris v. Marhoefer* (9th Cir.
4 1994) 24 F.3d 16, 19.) Such costs are properly recoverable on motions for settlement approval.
5 (*See Nunez v. BAE Sys. San Diego Ship Repair Inc.* (S.D. Cal. 2017) 292 F. Supp. 3d 1018,
6 1057; *Rutti v. Lojack Corp.* (C.D. Cal. July 31, 2012) No. CV 06–00350 DOC, 2012 WL
7 3151077, at *12 [“Expenses such as reimbursement for travel, meals, lodging, photocopying,
8 long-distance telephone calls, computer legal research, postage, courier service, mediation,
9 exhibits, documents scanning, and visual equipment are typically recoverable.”].)

10 **D. The Enhancement Payment to the Plaintiff is Reasonable.**

11 Named plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to
12 compensate them for the expense or risk they have incurred in conferring a benefit on other
13 members of the class.” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186
14 Cal.App.4th 399, 412.) Courts routinely grant approval of class action settlement agreements
15 containing enhancements for the class representatives, which are necessary to provide incentive to
16 represent the class, and are appropriate given the benefit the class representatives help to bring
17 about for the class. (*See Rodriguez v. W. Publ'g Corp.* (9th Cir. 2009) 563 F.3d 948, 958-59.) The
18 California Supreme Court has also noted that “retaliation against employees for asserting statutory
19 rights under the Labor Code is widespread,” despite anti-retaliation statutes designed to protect
20 employees. (*Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460-61.) Plaintiffs should therefore be
21 rewarded for assuming the risk of retaliation for the sake of class members. (*See Frank v. Eastman*
22 *Kodak Co.* (W.D.N.Y. 2005) 228 F.R.D. 174, 187.)

23 Under the settlement agreement, subject to the Court’s approval, Defendant agreed to pay
24 Plaintiff a Class Representative Service Payment in the amount of \$10,000.00 to Plaintiff. These
25 amounts are also in exchange for Plaintiff’s general releases of all claims against Defendant.
26 Plaintiff has submitted a declaration demonstrating his devotion to this case, including his efforts
27 assisting counsel in the case and at the various mediations, communicating with counsel frequently
28 for litigation, and reviewing case-related documents. (*See, generally*, Declaration of Plaintiff
Chantha Svay in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement.)

When compared with the amounts awarded in typical class action cases, the amount

requested here is particularly reasonable. Indeed, a 2006 study examining the average incentive award given to class action plaintiffs from 1993 to 2002 found that the “average award per class representative was \$15,992 and the median award per class representative was \$4,357.” (Theodore Eisenberg & Jeffrey P. Miller, “Incentive Awards to Class Action Plaintiffs: An Empirical Study”, 53 UCLA L. Rev. 1303, 1308 (2006).) Courts routinely approve a \$10,000 enhancement award for plaintiffs represented by Class Counsel. (*See, e.g., Moreno, supra*, 2021 WL 3673845 at *3 [“The Court concludes a \$10,000 incentive award is appropriate.”]; *Suarez, supra*, 2024 WL 150721 at p. *4 [“The court approves awards of \$10,000 for each class representative.”].)

“Since without a named plaintiff there can be no class action, such compensation as may be necessary to induce him to participate in the suit.” (*Clark v. Am. Residential Services LLC* (2009) 175 Cal.App.4th 785, 804.) “[T]he rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Id.* at p. 806.) “An incentive award is appropriate ‘if it is necessary to induce an individual to participate in the suit.’” (*Cellphone Term. Fee Cases* (2010) 186 Cal.App.4th 1380, 1394, *quoting Clark*, 175 Cal.App.4th at p. 804.) The “criteria courts may consider in determining whether to make an incentive award include: (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.” (*Id.* at pp. 1394–95.) Plaintiff’s declaration describes how each of the five *Cellphone Termination* factors are present here.

E. Administration Expenses Should be Approved.

CPT Group, Inc., the Settlement Administrator, estimates that it will incur a total of \$12,750.00 in costs associated with the administration of this Settlement. (Argueta Decl., ¶ 20.) These expenses are reasonable, based upon the size of the class, claim and exclusion tracking, and Class Member payment processing.

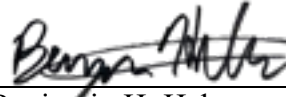
V. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant final approval of the proposed settlement.

Dated: April 28, 2025

Respectfully submitted,

WILSHIRE LAW FIRM, PLC



Benjamin H. Haber
Daniel J. Kramer

Attorneys for Plaintiff

PROOF OF SERVICE

Svay v. Certainteed, LLC, et al.
MCV093066

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On April 28, 2025, I served the **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Evan R. Moses (SBN 198099)
Evan.Moses@ogletreedeakins.com
Melis Atalay (SBN 301373)
melis.atalay@ogletree.com
Daniel Rojas (SBN 326115)
daniel.rojas@ogletreedeakins.com
OGLETREE DEAKINS, NASH, SMOAK, & STEWART
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: (213) 239-9805

Attorneys for Defendant

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

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on April 28, 2025, at Los Angeles, California.



Rebecca Padilla