

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Emmanuel Caldera

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

EMMANUEL CALDERA, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiffs,

vs.

ZEB'S WORLD FAMOUS BOATHOUSE INC.
DBA GOAT HILL TAVERN, a California
corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 30-2023-01310801-CU-OE-CXC

Honorable Randall J. Sherman
Department CX105

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: April 25, 2025
Time: 10:00 a.m.
Dept: CX105

Complaint Filed: March 7, 2023
FAC Filed: May 12, 2023
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on **April 25, 2025 at 10:00 a.m.** in Department
3 CX105 of the above-captioned Court located at Civil Complex Center, 751 W. Santa Ana Boulevard,
4 Santa Ana, California 92701, pursuant to California Code of Civil Procedure section 382, Rule 3.769
5 of the California Rules of Court, and California Labor Code section 2699(l), Emmanuel Caldera
6 (“Plaintiff”) will and hereby does move the Court for an Order granting final approval of the proposed
7 class action and Labor Code Private Attorneys General Act of 2004, California Labor Code sections
8 2698, *et seq.* (“PAGA”) settlement between Plaintiff and Defendant Zeb’s World Famous Boathouse,
9 Inc. dba Goat Hill Tavern (“Defendant”).

10 Plaintiff requests that the Court enter an Order:

- 11 1. Granting final approval of the class action and PAGA settlement;
- 12 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
13 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement and Amendment
14 No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together, “Settlement Agreement”
15 or “Settlement”), including payment by Defendant of the Gross Settlement Amount of Four Hundred
16 Thousand Dollars and Zero Cents (\$400,000.00) equal to the amounts to pay (1) the Settlement Class
17 Members and PAGA Employees pursuant to the terms of the Settlement; (2) the Court-approved
18 Attorneys’ Fees and Costs; (3) the Court-approved Enhancement Payment; (4) the Court-approved
19 Settlement Administration Costs; and (5) the Court-approved payment to the California Labor and
20 Workforce Development Agency (“LWDA”) pursuant to PAGA;
- 21 3. Approving Class Counsel’s request for one-third (1/3) of the Gross Settlement Amount,
22 i.e., One Thousand Thirty-Three Thousand Thirty-Three Dollars and Thirty-Three Cents
23 (\$133,333.33) in attorneys’ fees, plus reimbursement of actual costs and expenses in the amount of
24 Twelve Thousand Three Hundred Twenty-Five Thousand Dollars and Sixty Cents (\$12,325.60);
- 25 4. Approving the Enhancement Payment to Plaintiff in the amount of Five Thousand
26 Dollars and Zero Cents (\$5,000.00) in recognition of his services to the Class Members;
- 27 5. Approving the Settlement Administration Costs to Apex Class Action LLC in the
28 amount of Six Thousand Nine Hundred Dollars and Zero Cents (\$6,900.00); and

8. Approving Twenty-Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$26,500.00) to be paid to the LWDA as seventy-five percent (75%) of the Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) allocated to civil penalties under PAGA.

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

This Motion is based on the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel (Jonathan M. Genish), the Class Representative (Emmanuel Caldera), and the Settlement Administrator (Madely Nava on behalf of Apex Class Action LLC), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: April 3, 2025

BLACKSTONE LAW, APC

By:

Jonathan M. Genish

Attorneys for Plaintiff Emmanuel Caldera
and the Class

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	PROCEDURAL HISTORY AND FACTUAL BACKGROUND.....	3
III.	SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION	5
V.	COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA.....	10
VI.	EVALUATION OF SETTLEMENT FOR FINAL APPROVAL	10
	A. The Legal Standard for Final Approval	10
	B. The Settlement Should be Finally Approved.....	11
	C. The Settlement is Fair and Reasonable.....	11
VII.	THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE AND SHOULD BE APPROVED	13
	A. Plaintiff's Fee Request of One-Third (1/3) of the Gross Settlement Amount.....	14
	is Proper Under the Common Fund Doctrine	14
	B. The Circumstances of this Case Support a One-Third (1/3) Fee Award	16
	C. The Contingent Nature of This Matter	17
	D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation	17
	E. The Results Achieved	17
	F. Preclusion of Other Employment	18
	G. The Requested Fees Are Also Justified Under the Lodestar Method	18
	H. No Class Member Objected to the Requested Attorneys' Fee Award	21
	I. Plaintiff's Cost Request is Reasonable	21
VIII.	THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS REASONABLE	21
IX.	THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE	23
X.	THE PROPOSED LWDA ALLOCATION IS REASONABLE	23
XI.	THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE.....	24
XII.	CONCLUSION.....	25

TABLE OF AUTHORITIES

Cases

<i>Bank of America v. Cory</i> (1985) 164 Cal.App.3d 66, 89-92.....	15
<i>Boeing Co. v. Van Gernert</i> (1980) 444 U.S. 472,478	14
<i>Cartt v. Superior Court</i> (1975) 50 Cal.App.3d 960, 973-74.....	24
<i>Ceja-Corona v. CVS Pharm., Inc.</i> (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500,.....	24
<i>Chu v. Wells Fargo Invs., LLC</i> (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645.....	24
<i>City and County of San Francisco v. Sweet</i> (1995) 12 Cal.4 th 105, 110-111	15
<i>Clark v. Am. Residential Servs. LLC</i> , 175 Cal. App. 4th 785 (2009)	11
<i>Clark v. American Residential Services LLC</i> (2009) 175 Cal.App.4th 785, 804.....	22
<i>Cook v. Niedert</i> , 142 F.3d 1004, 1016 (7 th Cir. 1998)	21
<i>D’Amico v. Board of Medical Examiners</i> (1974) 11 Cal.3d 1	14
<i>Dunk v. Ford Motor Company</i> (1996) 48 Cal.App.4th 1794, 180 1.....	1, 10, 11
<i>Eisen v. Carlisle & Jacquelin</i> (1974) 417 U.S. 156, 174-76	24
<i>Franco v. Ruiz Food Prods.</i> (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801.....	24
<i>Garcia v. Gordon Trucking, Inc.</i> (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575.....	24
<i>Glendale City Employees ‘ Association v. City of Glendale</i> (1975) 15 Cal.3d 328, 341 fn.19	14
<i>In re Activision Sec. Litig.</i> (N.D. Cal 1989) 723 F. Supp. 1373, 1375.)	16
<i>In re Activision Sec. Litig.</i> , 723 F. Supp. at 1378-79.	16
<i>In re Pac. Enters. Sec. Litig.</i> (9th Cir. 1995) 47 F.3d 373, 378-79	16
<i>Ketchum v. Moses</i> (2001) 24 Cal.4th 1122, 1138	20
<i>Knoff v. City and County of San Francisco</i> (1969) 1 Cal.App.3d 184, 203-204	15
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116.....	12
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116, 129-30.....	1

1	<i>Lealao v. Beneficial California, Inc.</i> (2000) 82 Cal.App.4th 19, 31 n.5.....	16
2	<i>Lealao</i> , 82 Cal.App.4th at 47-48.....	20
3	<i>Magadia v. Wal-Mart Assocs.</i> (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist.	
4	LEXIS 91732	24
5	<i>Mills v. Electric Auto-Lite Co.</i> (1970) 396 U.S. 375, 391-392	14
6	<i>Mullane v. Central Hanover Bank & Garretson Company</i> (1950) 339 U.S. 306, 314.....	24, 25
7	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> (2010) 186 Cal.App.4th 399, 412.....	21
8	<i>Officers for Justice v. Civil Serv. Comm’n</i> (9th Cir. 1982) 688 F.2d 615, 625.)	11
9	<i>Parker v. Los Angeles</i> (1974) 44 Cal.App.3d 556, 567-568	16
10	<i>Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.</i> (E.D. Pa. 1970)	
11	323 F. Supp. 364, 378.	25
12	<i>Phillips Petroleum Co. v. Shutts</i> (1985) 472 U.S. 797, 811-12	24
13	<i>Quinn v. State of California</i> (1995) 15 Cal.3d 162, 16 7	14, 15
14	<i>Rider v. County of San Diego</i> (1992) 1 I Cal.App.4th 1410, 1423	15
15	<i>Serrano v. Priest</i> (“ <i>Serrano III</i> ”) (1977) 20 Cal.3d 25, 34	14, 15
16	<i>Serrano v. Priest</i> (1982) 32 Cal. 3d 621, 639 (“ <i>Serrano IV</i> ”).....	19
17	<i>Staton v. Boeing Co.</i> (9th Cir. 2003) 327 F.3d 938, 977.	22
18	<i>Thio v. Genji, LLC</i> (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330	24
19	<i>Thornton v. East Texas Motor Freight</i> , 497 F.2d 416, 420 (6 th Cir. 1974).....	21
20	<i>Van Vranken v. Atlantic Ricliffeld Co.</i> (N.D. Cal. 1995) 901 F. Supp. 294, 299.....	2, 22
21	<i>Webb v. Board of Educ.</i> (1985) 471 U.S. 234.....	19
22	<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224, 244-45.....	11
23	<i>Wininger v. SI Mgmt. L.P.</i> (9th Cir. 2002) 301 F.3d 1115.)	16
24	Statutes	
25	California Civil Code § 1781	24
26	California Code of Civil Procedure section 382	i
27	Labor Code Section 2699(1)	23
28	Other Authorities	

1	California Practice Guide: Civil Trials and Evidence (The Rutter Group) at§ 17:172.3	14
2	<i>Newberg on Class Actions</i>	19
3	Newberg on Class Actions (4th Ed.), §14.6.....	16
4	<i>Newberg on Class Actions</i> 4th (4th ed. 2002) § 14.6.....	19
5	Rules	
6	Cal. Rules of Court, rule 3.769(g).....	10

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Emmanuel Caldera (“Plaintiff” or “Class Representative”) seeks final approval of the
4 class action settlement reached with Defendant Zeb’s World Famous Boathouse, Inc. dba Goat Hill
5 Tavern (“Defendant”). Subject to Court approval, Plaintiff and Defendant (together, the “Parties”)
6 have entered into the Joint Stipulation of Class Action and PAGA Settlement (“Original Agreement”)
7 and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (“Amendment No.
8 1”) (together, “Settlement Agreement” or “Settlement”) for a total amount of Four Hundred Thousand
9 Dollars and Zero Cents (\$400,000.00) (“Gross Settlement Amount”). (See Declaration of Jonathan
10 M. Genish in Support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement,
11 Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs [“Genish
12 Decl.”], ¶ 13 & 17, Exh. 2 & Exh. 3).

13 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
14 current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State
15 of California at any time during the Class Period” (“Class” or “Class Members”). (Settlement
16 Agreement, ¶ 6.b; Genish Decl., ¶ 20). The “Class Period” is defined as the period from March 7,
17 2019 through October 1, 2023. (Settlement Agreement, ¶ 6.f; Genish Decl., ¶ 20). The “Settlement
18 Class Members” consist of all Class Members who did not submit a timely and valid Request for
19 Exclusion. (Settlement Agreement, ¶ 6.mm; Genish Decl., ¶ 20). The “PAGA Employees” consist of
20 “all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the
21 State of California at any time during the PAGA Period.” (Settlement Agreement, ¶ 6.y; Genish Decl.,
22 ¶ 20). The “PAGA Period” is defined as the period from March 7, 2022 through October 1, 2023.
23 (Settlement Agreement, ¶ 6.aa; Genish Decl., ¶ 20).

24 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
25 approval under California law because it is fair, adequate, and reasonable. (Genish Decl., Exh. 2 &
26 Exh. 3; See also, *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford*
27 *Motor Company* (1996) 48 Cal.App.4th 1794, 180 l). The response of the Class to the Settlement
28 confirms that final settlement approval is appropriate. *As of the date of this Motion, there have been*

1 no objections to and only one (1) request to opt-out from the Class Settlement. (Declaration of Madely
2 Nava of Apex Class Action, LLC, Regarding Notice and Settlement Administration [“Nava Decl.”],
3 ¶¶ 10 & 11).

4 Because the Settlement achieves outstanding results for the Settlement Class Members, the
5 PAGA Employees, and the State of California, Plaintiff respectfully requests, on behalf of the Class
6 and without opposition from Defendant, that the Court approve the Settlement as fair, adequate, and
7 reasonable, and enter judgment in accordance with the Settlement’s terms.

8 Plaintiff seeks the Court’s approval of an attorneys’ fee award of one-third (1/3) of the Gross
9 Settlement Amount, equaling One Thousand Thirty-Three Thousand Thirty-Three Dollars and Thirty-
10 Three Cents (\$133,333.33), plus reimbursement of in actual litigation costs and expenses in the amount
11 of Twelve Thousand Three Hundred Twenty-Five Thousand Dollars and Sixty Cents (\$12,325.60)
12 (together, “Attorneys’ Fees and Costs”). Class Counsel’s request for an award of attorneys’ fees and
13 costs is reasonable and appropriate in light of the outstanding work performed by Class Counsel in the
14 matter, the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao*
15 *v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

16 Plaintiff also requests the Court’s approval of the amount to be paid to Plaintiff in the amount
17 of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Enhancement Payment”) for his services on
18 behalf of the Class. This amount proposed to be awarded to Plaintiff is fair and reasonable for the
19 reasons Plaintiff provided in his declaration. (*See Declaration of Plaintiff Emmanuel Caldera in*
20 *Support of Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and*
21 *Costs, Enhancement Payment, and Settlement Administration Costs [“Caldera Decl.”] filed*
22 *concurrently herewith*). Courts approve incentive awards to plaintiffs when justified and appropriate
23 to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic*
24 *Riclifield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

25 Finally, Plaintiff requests that the Court approve the payment of Six Thousand Nine Hundred
26 Dollars and Zero Cents (\$6,900.00) (“Settlement Administration Costs”) to Apex Class Action LLC
27 (“Apex” or “Settlement Administrator”) as compensation for its administration services it has and will
28 provide in connection with the Settlement. (*See, generally, Nava Decl.*).

1 In order to efficiently present the Court with adequate information to determine whether to
2 grant final approval of the Settlement and award the Attorneys' Fees and Costs, Enhancement
3 Payment, and Settlement Administration Costs, Plaintiff also moves for an order permitting the filing
4 of this single consolidated memorandum, although it exceeds the page limit established by California
5 Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

6 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

7 Defendant is a dive bar located in Costa Mesa, California. Plaintiff was employed by
8 Defendant as an hourly-paid, non-exempt Doorman from approximately June 2022 to August 2022.
9 (Caldera Decl., ¶ 2).

10 On March 7, 2023, Plaintiff provided written notice to the California Labor and Workforce
11 Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified Mail,
12 pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor
13 Code alleged to have been violated by Defendant ("PAGA Letter"). (Genish Decl., ¶ 9).

14 On March 7, 2023, Plaintiff filed a Class Action Complaint for Damages in the action entitled
15 *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County
16 Superior Court Case No. 30-2023-01310801-CU-OE-CXC ("Action"), thereby commencing a
17 putative class action against Defendant. (*Id.*, ¶ 10).

18 On May 12, 2023, Plaintiff filed a First Amended Class Action Complaint for Damages and
19 Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et*
20 *Seq.* ("Operative Complaint") in the Action, which added a cause of action under PAGA. (*Id.*, ¶ 11).
21 The Operative Complaint alleges nine (9) causes of action for violations of the California Labor Code
22 for failure to pay overtime wages, failure to provide compliant meal periods and premium payments
23 in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure
24 to pay minimum wages, failure to timely pay wages upon termination, failure to provide accurate wage
25 statements, and failure to reimburse necessary business expenses, for violations of California Business
26 & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code
27 violations, and for civil penalties under PAGA based on the aforementioned California Labor Code
28 violations. (*Ibid.*).

1 On July 31, 2023, the Parties participated in a formal mediation conducted by Miriam Zadeh,
2 Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and
3 hour matters. (*Id.*, ¶ 12). After a full day of mediation, and with the help of the Mediator, the Parties
4 were able to reach an agreement to resolve this dispute on a class and representative basis, and shortly
5 thereafter executed a memorandum of understanding memorializing the key settlement terms. (*Ibid.*).
6 Following the mediation, the Parties worked diligently to negotiate and memorialize the terms in a
7 long form settlement agreement. (*Ibid.*).

8 On February 27, 2024, the Parties executed the Settlement Agreement. (*Id.*, ¶ 13; Exh. 2
9 thereto).

10 On April 19, 2024, Plaintiff filed a Motion for Preliminary Approval of Class Action and
11 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 14).

12 On July 2, 2024, the Court issued a tentative ruling (“July 2, 2024 Tentative Ruling”) in which
13 it raised several points of inquiry with regard to the Motion for Preliminary Approval. (*Id.*, ¶ 15).

14 On July 5, 2024, the Court entered a Minute Order (“July 5, 2024 Minute Order”), which
15 adopted the July 2, 2024 Tentative Ruling. (*Id.*, ¶ 16).

16 On September 11, 2024, the Parties executed Amendment No. 1. (*Id.*, ¶ 17; Exh. 3).

17 On September 18, 2024, Plaintiff filed a supplemental declaration to address the Court’s points
18 of inquiry in the July 5, 2024 Minute Order. (*Id.*, ¶ 18).

19 On October 31, 2024, the Court entered the Order Granting Preliminary Approval of Class
20 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving the
21 terms of the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), Request
22 for Exclusion Form (“Exclusion Form”) (together, the Class Notice and Exclusion Form are referred
23 to as the “Notice Packet”) and the proposed administration procedures and associated deadlines. (*Id.*,
24 ¶ 19; Exh. 4).

25 The Parties agree that the Class described herein may be certified for settlement purposes only.
26 If for any reason the Settlement is not approved, the certification will have no force or effect and will
27 immediately be revoked. The Parties further agree that certification for purposes of approving the
28 Settlement Agreement is in no way an admission that class certification is proper under the more

1 stringent standard applied for litigation and that evidence of this limited stipulation for settlement
2 purposes only will not be admissible for any purpose in this or any other proceeding.

3 **III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION**

4 The Parties have agreed to settle the Class and PAGA claims at issue in the Action for a non-
5 reversionary Gross Settlement Amount of Four Hundred Thousand Dollars and Zero Cents
6 (\$400,000.00), which is inclusive of employer-side payroll taxes. (Settlement Agreement, ¶ 6.p;
7 Genish Decl., ¶ 22). The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount
8 of one-third (1/3) of the Gross Settlement Amount, equaling One Thousand Thirty-Three Thousand
9 Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33); (2) Class Counsel's actual litigation costs
10 and expenses, in the amount of Twelve Thousand Three Hundred Twenty-Five Thousand Dollars and
11 Sixty Cents (\$12,325.60); (3) Settlement Administration Costs in the amount Six Thousand Nine
12 Hundred Dollars and Zero Cents (\$6,900.00); (4) Enhancement Payment in the amount of Five
13 Thousand Dollars and Zero Cents (\$5,000.00); and (5) PAGA Amount in the amount of Thirty-Five
14 Thousand Dollars and Zero Cents (\$35,000.00). (Settlement Agreement, ¶¶ 6.p, 9, 10, 11, & 12;
15 Genish Decl., ¶ 22). After the above Court-approved amounts are deducted from the Gross Settlement
16 Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately Two
17 Hundred Seven Thousand Four Hundred Forty-One Dollars and Seven Cents (\$207,441.07).
18 (Settlement Agreement, ¶ 6.u; Genish Decl., ¶ 22).

19 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
20 to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") nor
21 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share
22 of twenty-five percent (25%) of the PAGA Amount ("Individual PAGA Payment"). (Settlement
23 Agreement, ¶¶ 6.q & 6.s; Genish Decl., ¶ 23). Individual Settlement Shares are calculated by the
24 Settlement Administrator by dividing the Net Settlement Amount by the Workweeks of all Settlement
25 Class Members to yield the "Final Workweek Value" and multiplying each Settlement Class
26 Member's individual Workweeks by the Final Workweek Value. (Settlement Agreement, ¶ 14.b;
27 Genish Decl., ¶ 23). Individual PAGA Payments are calculated by the Settlement Administrator by
28 dividing the amount of the PAGA Employees' 25% share of the PAGA Amount (\$8,750.00) ("PAGA

Employee Amount”) by the PAGA Workweeks of all PAGA Employees to yield the “PAGA Workweek Value” and multiplying each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweek Value. (Settlement Agreement, ¶¶ 6.z & 15; Genish Decl., ¶ 23)

Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. (Settlement Agreement, ¶ 16; Genish Decl., ¶ 25). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 16; Genish Decl., ¶ 25). The Settlement Administrator will withhold the employee’s and employer’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share (“Individual Settlement Payment”). (Settlement Agreement, ¶¶ 6.r & 16; Genish Decl., ¶ 25). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 16; Genish Decl., ¶ 25).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Settlement Agreement, ¶ 34; Genish Decl., ¶ 26). Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California’s Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA Employee at issue. (Settlement Agreement, ¶ 34; Genish Decl., ¶ 26).

Concurrently with the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, local, and/or or common law, and shall specifically include any and all claims by Plaintiff and all Settlement Class Members for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest

1 periods and associated premium payments, timely pay wages upon termination, provide complaint
2 wage statements, and reimburse necessary business-related expenses in violation of California Labor
3 Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802,
4 and Industrial Welfare Commission Wage Orders, and all claims for attorneys' fees and costs and
5 statutory interest in connection therewith, California Business and Professions Code sections 17200,
6 *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members
7 (collectively, "Released Class Claims") (Settlement Agreement, ¶¶ 6.ff & 35).

8 Concurrently with the full funding of the Gross Settlement Amount, Plaintiff, the State of
9 California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have
10 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
11 Parties of any and all claims arising from any of the factual allegations in the PAGA Letter, arising
12 during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
13 California Labor Code sections 2698 *et seq.*, including all claims for attorneys' fees and costs related
14 thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal
15 and rest periods and associated premium payments, timely pay wages during employment and upon
16 termination, provide complaint wage statements, maintain complete and accurate payroll records, and
17 reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203,
18 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial
19 Welfare Commission Wage Orders, including *inter alia*, Wage Order 5-2001 (collectively, "Released
20 PAGA Claims"). (Settlement Agreement, ¶¶ 6.gg & 36).

21 Concurrently with the full funding of the Gross Settlement Amount, Plaintiff, individually and
22 on his own behalf, will be deemed to have fully, finally, and forever released, settled, compromised,
23 relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands,
24 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or
25 nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which
26 Plaintiff, at any time of execution of the Settlement Agreement, had or claimed to have or may have,
27 including but not limited to any and all claims arising out of, relating to, or resulting from his
28 employment and/or separation of employment with the Released Parties, including any claims arising

1 under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating
2 to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act
3 of 1964, as amended (“Title VII”), 42 U.S.C. § 1981; the Americans with Disabilities Act (“ADA”);
4 the Family and Medical Leave Act (“FMLA”); the Employee Retirement Income Security Act
5 (“ERISA”); the California Family Rights Act (“CFRA”); the California Fair Employment and Housing
6 Act (“FEHA”); all claims for wages or penalties under the Fair Labor Standards Act (“FLSA”); all
7 claims for wages or penalties under the California Labor Code; Business and Professions Code
8 sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or interference with
9 legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort,
10 fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel.
11 (Settlement Agreement, ¶ 37). It is agreed that this is a general release and is to be broadly construed
12 as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does
13 not include a release of any claims that cannot be released hereunder by law. (Ibid). Plaintiff
14 understands and expressly agrees that the Settlement Agreement extends to claims that he has against
15 Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or
16 contingent, past, present, or future, arising from or attributable to an incident or event, occurring in
17 whole or in part, on or before the execution of the Settlement Agreement. (Ibid). Any and all rights
18 granted under any state or federal law or regulation limiting the effect of the Settlement Agreement,
19 including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY
20 WAIVED. Section 1542 of the California Civil Code reads as follows:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
22 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
23 THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
24 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
25 OR RELEASED PARTY. (Ibid).

26 The “Released Parties” means Defendant and its current and former officers, directors,
27 members, insurers, shareholders, subsidiaries affiliates, predecessors, successors, and assigns. (*Id.*, ¶
28 6.hh).

1 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

2 Apex has taken all necessary steps to effectuate the notice and settlement administration
3 process, as set forth in the Preliminary Approval Order.

4 On October 15, 2024, Class Counsel provided Apex with the Court-approved content for the
5 Notice Packet. (Nava Decl., ¶ 4). Apex then generated a draft of the formatted Notice Packet, which
6 received approval from the Parties' counsel before being mailed. (Ibid).

7 On November 1, 2024, Defendant's counsel provided Apex with the Class List, comprising
8 the full names, social security numbers, last known mailing addresses, and the dates worked by each
9 Class Member. (*Id.*, ¶ 5). The data file was successfully uploaded to Apex's database, where it
10 underwent a thorough review to identify any duplicates or potential inconsistencies. (Ibid). The Class
11 List consisted of a total of 132 individuals identified as Class Members. (Ibid). Apex then
12 communicated to Defendant's counsel that there was a discrepancy in the Class List and worked with
13 Defendant's counsel to resolve this discrepancy. (Ibid).

14 On February 5, 2025, the discrepancy was resolved. (*Id.*, ¶ 6).

15 In preparation for the mailing process, all 132 names and addresses listed in the Class List
16 underwent verification and updating against the National Change of Address (NCOA) database
17 maintained by the United States Postal Service (USPS). (*Id.*, ¶ 7). The purpose of this step was to
18 ensure the accuracy and validity of the Class Members' mailing addresses before sending out the
19 Notice Packet. (Ibid). The NCOA database contains records of requested address changes submitted
20 to the USPS. (Ibid). If an updated address was found in the NCOA database, it was utilized for the
21 mailing of the Notice Packet. (Ibid). However, in cases where no updated address was found in the
22 NCOA database, the original address provided by Defendant's counsel was used for the mailing of the
23 Notice Packet. (Ibid).

24 On February 18, 2025, the Notice Packet was sent to all 132 individuals listed in the Class List
25 using U.S First Class Mail. (*Id.*, ¶ 8; Exh. A).

26 As of the date of this Motion, Apex received 20 returned Notice Packets as undeliverable. (*Id.*,
27 ¶ 9). Apex conducted a computerized skip trace on the 20 returned Notice Packets in order to acquire
28 updated addresses for the purpose of re-mailing the Notice Packet. (Ibid). This skip trace effort

1 resulted in obtaining 18 updated addresses, to which Apex promptly re-mailed the Notice Packets via
2 U.S First Class Mail. (Ibid). As of the date of this Motion, 2 Notice Packets have been considered
3 undeliverable as no updated address was found despite conducting skip tracing. (Ibid).

4 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
5 Notice Packets to submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute
6 (“Response Deadline”). (Settlement Agreement, ¶ 6.jj). The Response Deadline is April 4, 2025.
7 (Nava Decl., ¶¶ 10-12). As of the date of this Motion, the Settlement Administrator has received one
8 (1) Request for Exclusion from Corey Burke and no Notice of Objections or Workweeks Disputes.
9 (Ibid).

10 The estimated highest gross Individual Settlement Share is \$13,364.92, the estimated average
11 gross Individual Settlement Share is \$1,524.94, and the estimated lowest gross Individual Settlement
12 Share is \$70.71.¹ (*Id.*, ¶ 15). These amounts are subject to employer and employee-side tax and
13 withholdings. (Ibid).

14 The estimated the estimated highest Individual PAGA Payment is \$501.05, the estimated
15 average Individual PAGA Payment is \$153.51, and the estimated lowest Individual PAGA Payment
16 is \$6.11. (*Id.*, ¶ 17)

17 **V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA**

18 Class Counsel submitted a copy of the Original Agreement on April 19, 2024 and Amendment
19 No.1 on September 17, 2024 to the LWDA through its online submission portal in compliance with
20 California Labor Code § 2699(l)(2). (Genish Decl., ¶ 27). The LWDA has not objected or otherwise
21 responded to the submissions. (Ibid).

22 **VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL**

23 **A. The Legal Standard for Final Approval**

24 Before granting final approval of a class action settlement, the Court must review the
25 settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48
26 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the

27
28 ¹ The actual gross highest, average, and lowest Individual Settlement Shares will be larger than the amounts stated in the Nava Decl. because the Net Settlement Amount is larger due to Class Counsel’s request for reimbursement of litigation costs and expenses in an amount that is less than \$20,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$7,674.40 will be part of the Net Settlement Amount).

1 strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation,
2 the amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
3 the experience and views of counsel, and the reaction of the class members to the proposed settlement.
4 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801
5 ["The list of factors is not exhaustive and should be tailored to each case"]; *Officers for Justice v. Civil*
6 *Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, a presumption of fairness
7 exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and
8 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
9 in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245;
10 *Dunk*, 48 Cal.App.4th at 1802). "The settlement or fairness hearing is not to be turned into a trial or
11 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
12 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty
13 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
14 settlements." (*Officers for Justice, supra*, 688 F.2d at 625).

15 **B. The Settlement Should be Finally Approved**

16 California courts recognize that "a presumption of fairness exists where . . . [a] settlement is
17 reached through arm's-length bargaining." (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
18 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations
19 were at all times made at arm's-length and were adversarial. (Genish Decl., ¶ 28). The Parties engaged
20 in extensive informal discovery prior to reaching a settlement at the mediation. (*Id.*, ¶ 29).

21 **C. The Settlement is Fair and Reasonable**

22 Courts typically assess the status of discovery in determining whether a class action settlement
23 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
24 Defendant produced a random sampling of putative class members' time and pay data, as well as
25 Defendant's employee handbooks, relevant wage and hour policies, and information regarding the
26 total number of putative class members. (Genish Decl., ¶ 29). This allowed Plaintiff's counsel to
27 conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the
28 potential class-wide damages. (*Ibid.*). Plaintiff's investigation was sufficient to satisfy the criteria for

1 court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and
2 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

3 Based on the information exchanged, the Parties extensively briefed issues regarding class
4 certification and liability and provided their analyses to the Mediator who helped the Parties debate
5 the strengths and weakness of their respective positions. (Genish Decl., ¶ 30). At all times, Plaintiff
6 was willing and prepared to litigate this matter through class certification and trial if the Parties had
7 been unable to reach a favorable resolution. (Ibid). Additionally, settlement negotiations were
8 conducted by highly capable and experienced counsel. (Ibid). Class Counsel are respected members
9 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
10 in handling complex wage and hour class action litigation. (Genish Decl., ¶¶ 3-8 & 39). Accordingly,
11 Class Counsel had sufficient information and experience to act intelligently in negotiating the
12 Settlement.

13 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
14 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
15 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
16 must consider “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of
17 further litigation, the risk of maintaining class action status through trial, the amount offered in
18 settlement, the extent of discovery completed and the stage of the proceedings, the experience and
19 views of counsel, the presence of a governmental participant, and the reaction of the class members to
20 the proposed settlement.” (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

21 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal
22 and factual grounds for defending the Action. Based upon Class Counsel’s experience litigating
23 similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class
24 certification and the merits of the Action absent a settlement.

25 Class Counsel was aware of Defendant’s defenses and arguments and have also taken into
26 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
27 inherent in such litigation, including those involved in class and/or representative adjudication.
28 (Genish Decl., ¶ 32). Plaintiff further recognizes the burdens of proof necessary to establish liability

1 for the claims asserted in the Action, Defendant's defenses, and the difficulties in establishing
2 entitlement to monetary recovery. (Ibid). Plaintiff has also considered the Parties' settlement
3 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in
4 complex labor and employment matters. (Ibid).

5 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
6 with the claims alleged in the Action, and further denies that class certification is appropriate for any
7 purpose other than the Settlement. (*Id.*, ¶ 33). Defendant believes that it would ultimately prevail in
8 the Action. (Ibid). Defendant proffered defenses to both certification and to the merits of Plaintiff's
9 claims. (Ibid). Defendant contended that Plaintiff's claims are not suitable for class certification
10 because individual issues would predominate should this case go to trial. (Ibid). As with all class
11 actions, these complex cases raise difficult management and proof issues and, accordingly, there is a
12 significant risk that the Court may deny class certification. (Ibid).

13 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
14 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
15 uncertain proposition. (*Id.*, ¶ 34). In order to prove liability and damages, Class Counsel would need
16 to request and analyze hundreds of pages of documents, obtain the Class Members' contact
17 information, contact them, and obtain their declarations at great expense. (Ibid). Obtaining the
18 cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution
19 of a lawsuit against a current employer. (Ibid). On the other hand, Defendant would likely be able to
20 obtain the cooperation of its employees. (Ibid). Moreover, even if Plaintiff prevailed at class
21 certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

22 In light of the Parties' respective legal positions and the risks of continued litigation, the Gross
23 Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable.
24 (*Id.*, ¶ 35).

25 **VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**
26 **AND SHOULD BE APPROVED**

27 Class Counsel seeks one-third (1/3) of the Gross Settlement Amount (i.e., \$133,333.33) for
28 fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling

Twelve Thousand Three Hundred Twenty-Five Thousand Dollars and Sixty Cents (\$12,325.60) incurred in the prosecution of the Action. (Genish Decl., ¶ 36). The requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. (Ibid).

A. Plaintiff's Fee Request of One-Third (1/3) of the Gross Settlement Amount is Proper Under the Common Fund Doctrine

Courts have long recognized the “common fund” or “common benefit” doctrine, under which attorneys who create a common fund or benefit for a group of persons may be awarded their fees and costs to be paid out of the fund. (*See Serrano v. Priest* (“*Serrano III*”) (1977) 20 Cal.3d 25, 34, quoting *D’Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees’ Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995) 15 Cal.3d 162, 167; see also *Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

The California Supreme Court has held that, “when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees out of the fund.” (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D’Amico*, 11 Cal.3d 1; see also *Boeing, supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra*, 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3 explains the common fund doctrine as follows:

Where the lawsuit results in the recovery of a fund or property benefiting others as well as plaintiff (e.g., a class action), the court has inherent equitable power to order plaintiffs attorney fees paid out of the common fund or property [citations]. Such fee spreading assures that all of those benefited by the litigation pay their fair share of obtaining the recovery.

The percentage-of-the-fund approach appears to be the preferred method of awarding fees in traditional common fund cases, such as this case. Where the settlement amount is a “certain or easily

1 calculable sum of money,” use of the percentage-of-the-fund method is appropriate. (*Serrano III*, 20
2 Cal. 3d at 35).

3 In *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein
4 class counsel obtained a \$19 million non-reversionary settlement on behalf of the class, the California
5 Supreme Court approved the use of the percentage of fund or common fund method to award one-
6 third of the settlement amount or \$6,333,333.33 to class counsel for attorneys’ fees. The Court stated:

7 Whatever doubts may have been created by *Serrano III*, supra, 20 Cal.3d 25, [], or the
8 Court of Appeal cases that followed, we clarify today that use of the percentage method
9 to calculate a fee in a common fund case, where the award serves to spread the attorney
10 fee among all the beneficiaries of the fund, does not in itself constitute an abuse of
11 discretion. We join the overwhelming majority of federal and state courts in holding
12 that when class action litigation established a monetary fund for the benefit of the class
13 members, and the trial court in its equitable powers awards class counsel a fee out of
14 that fund, the court may determine the amount of a reasonable fee by choosing an
15 appropriate percentage of the fund created. The recognized advantages of the percentage
16 method - including relative ease of calculation, alignment of incentives between counsel
17 and the class, a better approximation of market conditions in a contingency case, and
18 the encouragement it provides counsel to seek an early settlement and avoid
19 unnecessarily prolonging the litigation [] convince us the percentage method is a
20 valuable tool that should not be denied our trial courts.

21 (*Laffitte*, 1 Cal.5th at 503).

22 In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated:
23 “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive
24 benefits may require those passive beneficiaries to bear a fair share of the litigation costs.” Similarly,
25 in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme
26 Court recognized that the common benefit doctrine has been applied “consistently in California when
27 an action brought by one party creates a fund in which other persons are entitled to share.”

28 Numerous appellate courts have similarly found. (*See e.g., Knoff v. City and County of San Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers); *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v. Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,

1 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
2 in an inverse condemnation action)).

3 The Supreme Court noted that several courts have expressed frustration with the alternative
4 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
5 often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; see *Lealao v. Beneficial California, Inc.*
6 (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373,
7 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class
8 counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing
9 an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources.
10 (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the
11 percentage of the common fund approach to determine the award of attorney’s fees. (*Lealao*, 82
12 Cal.App.4th at 30-31; see e.g., *In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79
13 (approving attorney’s fee of 33%)).

14 A fee of Twelve Thousand Three Hundred Twenty-Five Thousand Dollars and Sixty Cents
15 (\$12,325.60) is easily within the range of reasonableness. Historically, courts have awarded
16 percentage fees in the range of 20% to 50%, depending on the circumstances of the case. (See *In re*
17 *Activision Sec. Litig.*, 723 F. Supp. at 1378). According to Professor Newberg: “No general rule can
18 be articulated on what is a reasonable percentage of a common fund...Usually 50 per cent of the fund
19 is the upper limit on a reasonable fee award from a common fund, in order to assure that fees do not
20 consume a disproportionate part of the recovery obtained for the class, though somewhat larger
21 percentages are not unprecedented.” (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel’s
22 requested fee is reasonable and falls well within the historical range of attorney’s fee awards under the
23 common fund theory. Based on Class Counsel’s showing of reasonableness, the Court should approve
24 the requested fees pursuant to the common fund approach.

25 **B. The Circumstances of this Case Support a One-Third (1/3) Fee Award**

26 Given the significant results achieved under the circumstances of this litigation, the requested
27 fee award is reasonable. As discussed in *Sumitomo Copper Litigation*, *supra*, 74 F. Supp. 2d at 396:

28 No one expects a lawyer whose compensation is contingent on the
success of his services to charge, when successful, as little as he
would charge a client who in advance of the litigation has agreed to

1 pay for his services, regardless of success. Nor, particularly in
2 complicated cases producing large recoveries, is it just to make a fee
depend solely on the reasonable amount of time expended.

3 In that vein, this Court should consider the contingent nature of this case, the uncertainty of
4 the outcome, the quality of the counsel, and the preclusion from other employment.

5 **C. The Contingent Nature of This Matter**

6 From the outset of the Action to the present, prosecution of this matter has involved significant
7 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
8 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
9 matter with no guarantee of success. The risks of this matter are apparent in that class certification
10 would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
11 cases such as this. Moreover, even if class certification were granted over Defendant's opposition,
12 there was no assurance that Plaintiff would succeed at trial. (Genish Decl., ¶¶ 31-34). Despite such
13 challenges, Class Counsel was able to persuade Defendant that it faced significant liability exposure
14 such that it was willing to pay \$400,000.00 to settle the Class Members' claims.

15 **D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation**

16 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
17 including litigation involving the legal issues in this matter. (Genish Decl., ¶¶ 3-8 & 39). Class
18 Counsel's skill in developing a factual record and convincing Defendant of its litigation exposure
19 under California law was essential to achieving the Settlement. Through its skill and reputation, Class
20 Counsel was able to obtain a settlement that provides an outstanding result for Class Members. (*See*
21 *generally* Genish Decl.).

22 **E. The Results Achieved**

23 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
24 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
25 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
26 which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class
27 Members will be paid, on average, approximately \$1,524.94 each, which is intended to compensate
28 them for the alleged wage and hour violations they suffered during their employment. (Genish Decl.,

¶ 24). This is a significant benefit for the Settlement Class Members here as it represents a recovery for highly disputed claims. Equally important is the fact that the State of California will receive \$26,500.00 for enforcement of labor laws and education of employers. (*Id.*, ¶ 46).

Furthermore, the efficiency with which this litigation was conducted and resolved should be rewarded. After preparing and investigating the case prior to filing the Action, Class Counsel strongly litigated and then resolved the case in an efficient manner. The Class Members will directly benefit from the prompt and fair resolution of their claims. They will be receiving a significant award in a relatively short period of time, as opposed to waiting years to recover some undetermined amount if they succeeded at trial, which is an uncertainty in itself.

F. Preclusion of Other Employment

As California law recognizes, Class Counsel's commitment to this litigation should not be assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See ibid*). Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. (Genish Decl., ¶ 38).

G. The Requested Fees Are Also Justified Under the Lodestar Method

Fee calculations under the lodestar method would result in a similar award, demonstrating the fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel's hourly rates are summarized in the Genish Decl. at ¶¶ 39-41.

One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Genish Decl., ¶ 41). As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and

1 sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if
2 the case goes to trial). (Ibid). Therefore, there is no customary hourly billing rate for work that is
3 routinely based on a contingent fee relationship, but the nature of class action work should be strongly
4 considered by the Court. (Ibid). Wage and hour work presents a specialized and challenging area of
5 law that is not within the knowledge of many lawyers. (Ibid). This kind of class action work requires
6 specialized learning and the willingness to take large risks. (Ibid).

7 Class Counsel has spent approximately 177.20 total hours litigating these claims to date.²
8 (Genish Decl., ¶ 41). Class Counsel expects to spend another 10 hours in connection with the final
9 approval process (including preparing for and attending the Final Approval Hearing, and managing
10 the Settlement through its conclusion, including anticipated communications with defense counsel, the
11 Settlement Administrator, our client, and Class Members). (*Id.*, ¶ 42). In addition to time spent during
12 litigation, reasonable hours also include the time spent before the Action was filed, including time
13 spent interviewing the client, investigating the facts and the law, preparing the initial pleadings, as
14 well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award
15 should include fees incurred to establish and defend the attorneys’ fee claim. (*Serrano v. Priest* (1982)
16 32 Cal .3d 621, 639 (“*Serrano IV*”). Based on the rates of Class Counsel, the total fees incurred to
17 date are \$161,631. (Genish Decl., ¶ 41). By the conclusion of this matter, the total fees are estimated
18 to be approximately \$172,131. (*Id.*, ¶ 42).

19 In cases where a common fund analysis is not used, once the court establishes the lodestar
20 amount, it should adjust the fee award by a multiplier in order to make an appropriate fee award.
21 (*Serrano III, supra*, 20 Cal.3d at 48). In applying the multiplier, *Newberg on Class Actions* states that
22 “[m]ultiples ranging from one to four frequently are awarded in common fund cases when the lodestar
23 method is applied. A large common fund award may warrant an even larger multiplier.” (4 *Newberg*
24 *on Class Actions* 4th (4th ed. 2002) § 14.6). If the class members paid the fees that the market would
25

26 ² In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in
27 California to support a fee application. The court held: “Testimony of an attorney as to the number of hours worked on a
28 particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records.” *Id.*
There is no need to attach the voluminous invoices prepared in a case as a basis for an award of fees and costs. *Id.* Through
Class Counsel’s declarations in support of this application, however, Plaintiff presents a thorough breakdown of the hours
spent and costs incurred in prosecuting this class action. Pursuant to *Martino, supra*, this presentation is sufficient to support
the amount requested.

1 bear, they would pay a fee of anywhere from one-third to forty-five percent of any recovery. Since
2 this is the market rate, the lodestar calculation should be enhanced to reflect what the class members
3 would pay on the open market. (*Lealao*, *supra*, 82 Cal.App.4th at 47-48).

4 In *Lealao*, the court held that trial courts should award lodestar fees by examining the
5 percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 & 53). The
6 court indicated that this is an upward adjustment and should be akin to a contingency fee recovery;
7 the court stated, “[a]n adjustment reflecting the amount of the class recovery is not significantly
8 different from an adjustment reflecting a percentage of that amount; and California courts have
9 evaluated a lodestar as a percentage of the benefit.” (*Id.* at 46). The *Lealao* method appears
10 particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and
11 the class action clients do not expect to pay an hourly fee.

12 The rationale of *Lealao* comports with the purpose of the multiplier. The multiplier is
13 “primarily to compensate the attorney for the prevailing party at a rate reflecting the risk of
14 nonpayment in contingency cases.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138). The *Lealao*
15 court reasoned:

16 Given the unique reliance of our legal system on private litigants to enforce
17 substantive provisions of law through class and derivative actions, attorneys
18 providing the essential enforcement services must be provided incentives
19 roughly comparable to those negotiated in the private bargaining that takes
20 place in the legal marketplace, as it will otherwise be economic for
defendants to increase injurious behavior. It has therefore been urged (most
persistently by Judge Richard Posner) that in defining a reasonable fee in
such representative actions, the law should mimic the market.

21 In the class action context, that would mean attempting to award the fee that
22 informed private bargaining, if it were truly possible, might have reached.
23 The simplest way for the law to duplicate the bargain that informed parties
would reach if agency costs were low is to look to fee award levels in actions
brought by sophisticated private parties under the same or comparable
statutes.

24 (*Lealao*, 82 Cal.App.4th at 47-48 (internal citations and quotations omitted)). The court added:

25 [T]rial judges need the flexibility *Serrano III* provides, as it enables them to
26 relate fee awards to the economic realities that determine the efficacy of the
private enforcement contemplated by our civil justice system.
27 Accordingly, we hold that, in cases in which the value of the class recovery
28 can be monetized with a reasonable degree of certainty and it is not
otherwise inappropriate, a trial court has discretion to adjust the basic
lodestar through the application of a positive or negative multiplier where
necessary to ensure that the fee awarded is within the range of fees freely
negotiated in the legal marketplace in comparable litigation.

1 (*Id.* at 49-50).

2 In looking at similar cases, including those set forth above, Class Counsel's requested fee
3 comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the
4 collective hours worked in this matter, the requested fee award would represent a negative multiplier
5 of the current total fee lodestar. In this regard, Class Counsel's fee request is reasonable.

6 **H. No Class Member Objected to the Requested Attorneys' Fee Award**

7 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
8 clearly disclosed to each Class Member in the Court-approved Class Notice. (Genish Decl., ¶ 43; *See*
9 *also*, Nava Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to the
10 request for attorneys' fees. (Nava Decl., ¶ 11). It is fair to conclude that the Class approves of/does
11 not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's request for
12 one-third (1/3) of the Gross Settlement Amount, equaling One Thousand Thirty-Three Thousand
13 Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33), should be granted.

14 **I. Plaintiff's Cost Request is Reasonable**

15 Class Counsel seeks reimbursement of a total amount of Twelve Thousand Three Hundred
16 Twenty-Five Thousand Dollars and Sixty Cents (\$12,325.60) in costs and expenses in this matter,
17 which includes reasonable future costs for filing the Motion. (Genish Decl., ¶ 36 & Exh. 5). All costs
18 and expenses were reasonably incurred in prosecution of this matter.

19 **VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS**
20 **REASONABLE**

21 The named Plaintiff should be awarded an Enhancement Payment in the amount of Five
22 Thousand Dollars and Zero Cents (\$5,000.00) for his services as the Class Representative and the risks
23 in connection with that role. (Genish Decl., ¶ 44). Enhancement awards in wage and hour cases
24 typically range from \$5,000.00 to \$20,000.00, although some awards are higher. (*Ibid.*). Often,
25 multiple class representatives receive awards in the above range. (*See e.g., Munoz v. BCI Coca-Cola*
26 *Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of
27 \$10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir.
28 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) ["We also think there
is something to be said for rewarding those drivers who protect and help to bring rights to a group of

1 employees who have been the victims of discrimination.”)]. Here, the requested Class Representative
2 Service Payment is modest, reasonable, and should be approved. I am aware from my review of the
3 information provided by the Settlement Administrator that Plaintiff’s estimated Individual Settlement
4 Share is \$636.42 (subject to employer and employee-side tax withholdings) and Individual PAGA
5 Payment is \$54.99.

6 Plaintiff’s actions establish that: (1) he sought to protect the interests of the Class above his
7 own personal interests; (2) the Settlement Class Members will be benefitted from his actions by
8 receiving a payment without having to do anything; and (3) Plaintiff has put forth a significant amount
9 of time and effort pursuing the litigation and seeing it through to resolution. (*See, generally, Caldera*
10 *Decl.; see also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804
11 (discussing the criteria for determining class representative enhancement awards in concluding that a
12 requested award of \$25,000 for two class representatives was too high)).

13 The requested award for Plaintiff is also reasonable given the financial and personal risk he
14 took in commencing the Action, and in light of the benefits that his actions have conferred upon the
15 Class. (*Caldera Decl.*, ¶ 7; *See also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp.
16 294, 299-300). Additionally, in considering a requested class representative enhancement award,
17 courts take into consideration a plaintiff’s reasonable fear of retaliation. (*Staton v. Boeing Co.* (9th
18 Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend
19 little effort to discover Plaintiff brought the lawsuit – and based thereon, decline to offer Plaintiff
20 employment.

21 In sum, Plaintiff has performed considerable services on behalf of the Class during the
22 litigation. (*See, generally, Caldera Decl.*). Class Counsel cannot understate the importance of the role
23 of an employee who is willing to search out an attorney and step forward to assume the risk of litigation
24 and retaliation in order to represent a class and put the interests of the class before their own interests.
25 Plaintiff has understood that this is a class action where he is serving as the Class Representative and
26 must protect the Class Members’ interests. (*Id.*, ¶ 10). Plaintiff was the catalyst to the benefit reached
27 for the Class Members, and has actively protected the Class Members’ interests during the pendency
28 of this matter and will continue to do so even if the case was required to go to trial. (*Ibid.*). Plaintiff

1 spent numerous hours participating in this matter by searching for an attorney, communicating with
2 his attorneys on numerous occasions, searching for and producing relevant documents related to his
3 employment, responding to his attorneys' inquiries, reviewing the settlement documents, and
4 approving the Settlement on behalf of all Class Members. (*See, generally, Caldera Decl.*).

5 In contrast, without having to take on any of the risk incurred by Plaintiff or time spent by
6 Plaintiff in litigating this matter, Settlement Class Members will automatically be issued a payment
7 for their claims. It appears that the Settlement Class Members recognize this enhancement was
8 justified because since the time the Class received notice of the requested Enhancement Payment, no
9 one has objected to the request as of the date of filing this Motion. Thus, the Enhancement Payment
10 to Plaintiff is warranted to compensate him for his time and effort, the fear and stress associated with
11 assuming the responsibility of serving as the Class Representative, and the concrete risks he assumed
12 as the Class Representative.

13 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
14 **REASONABLE**

15 In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved,
16 Settlement Administration Costs not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00).
17 (*Genish Decl., ¶ 45*). Apex is the approved Settlement Administrator. (*Ibid.*) It is an experienced
18 class administrator and has adequately performed the administration tasks required by the Preliminary
19 Approval Order. Apex's *actual* costs to administer the Settlement are only Six Thousand Nine
20 Hundred Dollars and Zero Cents (\$6,900.00). (*Nava Decl., ¶ 18 & Exh. C*). Based thereon, the
21 requested costs should be approved.

22 **X. THE PROPOSED LWDA ALLOCATION IS REASONABLE**

23 Pursuant to California Labor Code Section 2699(1), the Superior Court shall review and
24 approve the settlement of penalties sought under that California Labor Code Section. (*Cal. Lab. Code*
25 *§ 2699(1)*). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
26 should be approved. As part of the Settlement, Defendant has agreed to pay Thirty-Five Thousand
27 Dollars and Zero Cents (\$35,000.00) to settle the claims of the PAGA Employees brought pursuant to
28 PAGA, of which the payment of Twenty-Six Thousand Two Hundred Fifty Dollars and Zero Cents
(\$26,500.00) (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement

1 purposes. (Genish Decl., ¶ 46).

2 It is extremely common in approved wage and hour class action cases that settle that only a
3 small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to
4 class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
5 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
6 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
7 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
8 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
9 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
10 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
11 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
12 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
13 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
14 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
15 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
16 in these approved settlements, the parties generally maximized statutory penalties and minimized
17 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
18 California Labor Code violations. (Genish Decl., ¶ 47).

19 XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE

20 California law vests the Court with broad discretion in fashioning an appropriate notice
21 program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
22 74). To protect the rights of absent class members, the parties must provide class members with the
23 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
24 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
25 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
26 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
27 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
28 the action and afford them an opportunity to present their objections"]). The content and method of

1 the notice should be designed to apprise the class members of the terms of the proposed settlement
2 and of the class members' rights regarding the settlement. (*See Mullane, supra*, 339 U.S. at 314;
3 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
4 F. Supp. 364, 378).

5 The Class Notice approved by the Court met these requirements: it identified the Parties and
6 described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution
7 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to
8 Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees
9 and Costs to Class Counsel. (Genish Decl., ¶ 48; *see also* Nava Decl., Exh. A thereto). The Class
10 Notice described the proposed Settlement with enough specificity to allow each Class Member to
11 make an informed choice whether to accept and participate in it. (Ibid). It also explained how and
12 when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class
13 informed Class Members how to obtain additional information about the Settlement. (Ibid).

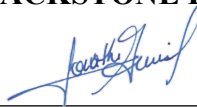
14 XII. CONCLUSION

15 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
16 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
17 attorneys' fees to Class Counsel of \$133,333.33; (2) the requested reimbursement of actual costs and
18 expenses to Class Counsel of \$12,325.60; (3) the requested Enhancement Payment to Plaintiff of
19 \$5,000.00; and (4) the requested Settlement Administration Costs to the Settlement Administrator of
20 \$6,900.00; and permit the filing of a memorandum that exceeds the page limit.

21 Respectfully submitted,

22 Dated: April 3, 2025

BLACKSTONE LAW, APC

23
24 By: 

25 Jonathan M. Genish
26 Attorneys for Plaintiff Emmanuel Caldera
27 and the Class
28