

Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstonepc.com
Barbara DuVan-Clarke (State Bar No. 259268)
BDC@blackstonepc.com
Danielle GruppChang (State Bar No. 313881)
dgruppchang@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Annabel Blanchard (State Bar No. 258135)
ablanchard@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 Rita Ray and the Class

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

RITA RAY, individually and on behalf of others
similarly situated,

Plaintiff,

vs.

FAMILIES TOGETHER OF ORANGE
COUNTY, a California Nonprofit Corporation;
and DOES 1 through 25, inclusive,

Defendants.

Case No. 30-2023-01324555-CU-OE-CXC
[consolidated with Case No. 30-2023-01336054-
CU-OE-CJC]

Honorable William D. Cluster
Department CX101

**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: March 28, 2025
Time: 9:00 a.m.
Dept: CX101

Complaint Filed: May 8, 2023
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on March 28, 2025, at 9:00 a.m. in Department CX101 of
3 the above-captioned Court located at the Civil Complex Center, 751 West Santa Ana Boulevard, Santa
4 Ana, California 92701, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the
5 California Rules of Court, and California Labor Code section 2699(l), Rita Ray (“Plaintiff”) will and
6 hereby does move the Court for an Order granting final approval of the proposed class action and
7 Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*
8 (“PAGA”) settlement between Plaintiff and Defendant Families Together of Orange County
9 (“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 (“Settlement
14 Agreement” or “Settlement”), including payment by Defendant of the Gross Settlement Amount of
15 Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) equal to the amounts to pay (1) the
16 Settlement Class Members and PAGA Employees pursuant to the terms of the Settlement; (2) the
17 Court-approved Attorneys’ Fees and Costs; (3) the Court-approved Enhancement Payment; (4) the
18 Court-approved Settlement Administration Costs; and (5) the Court-approved payment to the
19 California Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA;
- 20 3. Approving Class Counsel’s request for thirty-five percent (35%) of the Gross
21 Settlement Amount, (i.e., \$280,000.00 if the Gross Settlement Amount is \$800,000.00) in attorneys’
22 fees, plus reimbursement of actual costs and expenses in the amount of Twenty-Four Thousand Seven
23 Hundred Fifteen Dollars and Ninety-One Cents (\$24,715.91);
- 24 4. Approving the Enhancement Payment to Plaintiff in the amount of Seven Thousand
25 Five Hundred Dollars and Zero Cents (\$7,500.00) in recognition of her services to the Class Members;
- 26 5. Approving the Settlement Administration Costs to Apex Class Action, LLC in the
27 amount of Eight Thousand Dollars (\$8,000); and
- 28 8. Approving Fifty-Six Thousand Two Hundred Fifty Dollars (\$56,250) to be paid to the

1 LWDA as seventy-five percent (75%) of the Seventy-Five Thousand Dollars and Zero Cents
2 (\$75,000.00) allocated to civil penalties under PAGA.

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

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

11 Respectfully submitted,

12 Dated: March 18, 2025

BLACKSTONE LAW, APC

13
14 By:



Jonathan M. Genish
Barbara DuVan-Clarke
Danielle GruppChang
P.J. Van Ert
Annabel Blanchard

Attorneys for Plaintiff Rita Ray

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 Thirty-five percent (35%) of the Gross Settlement Amount.....	13
	is Proper Under the Common Fund Doctrine	13
B.	The Circumstances of this Case Support a Thirty-Five Percent (35%) Fee Award.....	16
C.	The Contingent Nature of This Matter	16
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,.....	23
<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 l.....	1, 10
<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

1	<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116, 129-30.....	1
2	<i>Lealao v. Beneficial California, Inc.</i> (2000) 82 Cal.App.4th 19, 31 n.5.....	16
3	<i>Lealao</i> , 82 Cal.App.4th at 47-48.....	20
4	<i>Magadia v. Wal-Mart Assocs.</i> (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist.	
5	LEXIS 91732	23
6	<i>Mills v. Electric Auto-Lite Co.</i> (1970) 396 U.S. 375, 391-392	14
7	<i>Mullane v. Central Hanover Bank & Garretson Company</i> (1950) 339 U.S. 306, 314.....	24
8	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> (2010) 186 Cal.App.4th 399, 412.....	21
9	<i>Officers for Justice v. Civil Serv. Comm’n</i> (9th Cir. 1982) 688 F.2d 615, 625.)	11
10	<i>Parker v. Los Angeles</i> (1974) 44 Cal.App.3d 556, 567-568	15
11	<i>Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.</i> (E.D. Pa. 1970)	
12	323 F. Supp. 364, 378.	24
13	<i>Phillips Petroleum Co. v. Shutts</i> (1985) 472 U.S. 797, 811-12	24
14	<i>Quinn v. State of California</i> (1995) 15 Cal.3d 162, 16 7	14, 15
15	<i>Rider v. County of San Diego</i> (1992) 1 I Cal.App.4th 1410, 1423	15
16	<i>Serrano v. Priest</i> (“ <i>Serrano III</i> ”) (1977) 20 Cal.3d 25, 34	14, 15
17	<i>Serrano v. Priest</i> (1982) 32 Cal .3d 621, 639 (“ <i>Serrano IV</i> ”).....	19
18	<i>Staton v. Boeing Co.</i> (9th Cir. 2003) 327 F.3d 938, 977.	22
19	<i>Thio v. Genji, LLC</i> (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330	24
20	<i>Thornton v. East Texas Motor Freight</i> , 497 F.2d 416, 420 (6 th Cir. 1974).....	21
21	<i>Van Vranken v. Atlantic Ricliffeld Co.</i> (N.D. Cal. 1995) 901 F. Supp. 294, 299	2, 22
22	<i>Webb v. Board of Educ.</i> (1985) 471 U.S. 234.....	19
23	<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224, 244-45.....	10
24	<i>Wininger v. SI Mgmt. L.P.</i> (9th Cir. 2002) 301 F.3d 1115.)	16
25	Statutes	
26	California Civil Code § 1781	24
27	California Code of Civil Procedure section 382	i
28	Labor Code Section 2699(1)	23

1
2 **Other Authorities**

3 California Practice Guide: Civil Trials and Evidence (The Rutter Group) at§ 17:172.3 14
4 *Newberg on Class Actions* 19
5 Newberg on Class Actions (4th Ed.), §14.6..... 16
6 *Newberg on Class Actions* 4th (4th ed. 2002) § 14.6..... 19

7 **Rules**

8 Cal. Rules of Court, rule 3.769(g)..... 10
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 Rita Ray (“Plaintiff” or “Class Representative”) seeks final approval of the class
4 action settlement reached with Defendant Families Together of Orange County (“Defendant”).
5 Subject to Court approval, Plaintiff and Defendant (together, the “Parties”) have settled the Released
6 Class Claims and Released PAGA Claims as defined in the Joint Stipulation of Class Action and
7 PAGA Settlement (“Settlement Agreement” or “Settlement”) for a total amount of Eight Hundred
8 Thousand Dollars and Zero Cents (\$800,000.00) (“Gross Settlement Amount”). (*See* Declaration of
9 Jonathan M. Genish in Support of Plaintiff’s Motion for Final Approval of Class Action and PAGA
10 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
11 [“Genish Decl.”], ¶ 18).

12 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
13 current and former hourly-paid non-exempt employees who worked for Defendant in the State of
14 California at any time during the Class Period.” (“Class” or “Class Members”). (Settlement
15 Agreement, ¶ 6.b; Genish Decl., ¶ 16). The “Class Period” is defined as the period from May 8, 2019,
16 through June 22, 2024. (Settlement Agreement, ¶ 6.f; Genish Decl., ¶ 16). The “Settlement Class
17 Members” consist of all Class Members who did not submit a valid and timely Request for Exclusion.
18 (Settlement Agreement, ¶ 6.1l; Genish Decl., ¶ 16). The “PAGA Employees” consist of “all current
19 and former hourly-paid or non-exempt employees who worked for Defendant in California during the
20 PAGA Period.” (Settlement Agreement, ¶ 6.x; Genish Decl., ¶ 16). The “PAGA Period” is defined
21 as the period from May 8, 2022, through June 22, 2024. (Settlement Agreement, ¶ 6.z; Genish Decl.,
22 ¶ 16).

23 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
24 approval under California law because it is fair, adequate, and reasonable. (*See, Kullar v. Foot Locker*
25 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th
26 1794, 180 1). The response of the Class to the Settlement confirms that final settlement approval is
27 appropriate. *There have been no objections to, and no requests to opt-out from, the Class Settlement.*
28

1 (Declaration of Madely Nava of Apex Class Action, LLC, Regarding Notice and Settlement
2 Administration [“Nava Decl.”], ¶¶ 11 & 12).

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

7 Plaintiff seeks the Court’s approval of an attorneys’ fee award of thirty-five percent (35%) of
8 the Gross Settlement Amount, equaling Two Hundred Eighty Thousand Dollars and Zero Cent
9 (\$280,000.00), plus reimbursement of in actual litigation costs and expenses in the amount of Twenty-
10 Four Thousand Seven Hundred Fifteen Dollars and Ninety-One Cents (\$24,715.91) (together,
11 “Attorneys’ Fees and Costs”). Class Counsel’s request for an award of attorneys’ fees and costs is
12 reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter,
13 the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao v.*
14 *Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

15 Plaintiff also requests the Court to confirm the amount agreed to be paid to Plaintiff in the
16 amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement
17 Payment”) for her services on behalf of the Class. This amount proposed to be awarded to Plaintiff is
18 fair and reasonable for the reasons Plaintiff provided in his declaration. (*See Declaration of Plaintiff*
19 *Rita Ray in Support of Motion for Approval of Class Action and PAGA Settlement, Attorneys’ Fees*
20 *and Costs, Enhancement Payment, and Settlement Administration Costs [“Ray Decl.”] filed*
21 *concurrently herewith*). Courts approve incentive awards to plaintiffs when justified and appropriate
22 to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic*
23 *Riclifield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

24 Finally, Plaintiff requests that the Court approve the payment of Eight Thousand Five Hundred
25 Dollars and Zero Cents (\$8,500.00) (“Settlement Administration Costs”) to Apex Class Action, LLC
26 (“Apex” or “Settlement Administrator”) as compensation for its administration services it has and will
27 provide in connection with the Settlement. (*See, generally* Nava Decl.).
28

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 non-profit healthcare provider operating four (4) permanent locations as well
8 as a mobile clinic. Plaintiff was employed by Defendant as an hourly-paid, non-exempt registered
9 nurse from approximately March 2021 to approximately June 2024. (Ray Decl., ¶ 3).

10 On May 8, 2023, Plaintiff provided written notice to the California Labor and Workforce
11 Development Agency ("LWDA") by online submission and to Defendant Families Together of
12 Orange County ("Defendant") by U.S. Certified Mail, pursuant to California Labor Code Section
13 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by
14 Defendant ("PAGA Letter"). (Genish Decl., ¶ 8).

15 On May 8, 2023, Plaintiff filed a Class Action Complaint for Damages in the action entitled
16 *Rita Ray v. Families Together of Orange County*, Orange County Superior Court Case No. 30-2023-
17 01324555-CU-OE-CXC (the "Class Action Complaint"), thereby commencing a putative class action
18 against Defendant (the "Class Action") (*Id.*, ¶ 9). The Class Action Complaint alleges nine (9) causes
19 of action for violations of the California Labor Code for failure to pay overtime wages, failure to pay
20 minimum wages, failure to provide compliant meal periods and premium payments in lieu thereof,
21 failure to provide compliant rest periods and premiums payments in lieu thereof, failure to provide
22 accurate wage statements, failure to timely pay wages upon termination, and failure to reimburse
23 necessary business expenses, for violations of California Business & Professions Code Section 17200,
24 *et seq.* based on the aforementioned California Labor Code violations,. (*Id.*, ¶ 10).

25 On July 12, 2023, Plaintiff filed a Complaint for Enforcement Action Under the Private
26 Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* entitled *Rita Ray v. Families Together*
27 *of Orange County*, Orange County Superior Court Case No. 30-2023-01336054 (the "PAGA
28 Complaint"), which, along with the PAGA Letter, commenced a representative PAGA action against

1 Defendant (the “PAGA Action”). (*Id.*, ¶ 9). The PAGA Complaint alleges a single cause of action for
2 civil penalties under PAGA based on the same California Labor Code violations alleged in the Class
3 Action Complaint. Together, the Class Action and the PAGA Action shall be referred to as the
4 “Action.”

5 On July 19, 2023, Defendant filed its answer to Plaintiff’s Class Action Complaint and asserted
6 fifty-five (55) affirmative defenses.

7 On August 3, 2023, the Court entered an Order Consolidating the Class Action with the PAGA
8 Action and designated the Class Action as the lead case.

9 On August 7, 2023, Defendant filed its Answer to Plaintiff’s PAGA complaint in the Action
10 and asserted forty-seven affirmative defenses.

11 Plaintiff propounded informal written discovery requests and Defendant provided data and
12 documents in response to said informal discovery requests. The documents and data provided by
13 Defendant included the personnel file of Plaintiff, a representative sampling of the putative class
14 members’ and aggrieved employees’ time and pay data, and Defendant’s policies relevant to its wage
15 and hour practices, among other information and documents. (*Id.*, ¶ 11).

16 On February 9, 2024, the Parties participated in a formal mediation conducted by Tripper
17 Ortman, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex
18 wage and hour matters. (*Id.*, ¶ 12). At the mediation, the Parties were able to reach an agreement in
19 principle to resolve this dispute on a class and representative basis and, on February 9, 2024, the Parties
20 accepted a written mediator’s proposal memorializing the key settlement terms. (*Ibid.*). Thereafter,
21 the Parties worked diligently to further negotiate and memorialize the settlement terms in a long-form
22 settlement agreement. (*Ibid.*).

23 On June 4, 2024, the Parties executed the Settlement Agreement. (*Id.*, ¶ 13).

24 Plaintiff and Defendant have also entered into a separate settlement and release agreement,
25 executed on May 1, 2024, to settle Plaintiff’s alleged individual claims against Defendant (“Individual
26 Settlement Agreement”). Although the terms of the Individual Settlement Agreement are confidential,
27 Plaintiff will make the Individual Settlement Agreement available for the Court’s in-camera review
28 upon the Court’s request.

1 On July 17, 2024, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA
2 Settlement (“Motion for Preliminary Approval”) and supporting documents. On August 8, 2024, the
3 Court issued a tentative ruling (“August 8, 2024, Tentative Ruling”) which raised certain points of
4 inquiry regarding the Settlement and continued the hearing on the Motion for Preliminary Approval
5 to October 18, 2024. (Genish Decl., ¶ 14). In response to the Court’s concerns, on October 8, 2024,
6 Plaintiff filed the Supplemental Declaration of Barbara DuVan-Clarke in support of Motion for
7 Preliminary Approval of Class Action and PAGA Settlement (“October 8, 2024, Supplemental
8 Declaration”). (Ibid). On October 17, 2024, the Court issued a second tentative ruling, raising
9 additional points of inquiry regarding the Class Notice, and continuing the hearing on the Motion for
10 Preliminary Approval to November 1, 2024 (“October 17, 2024, Tentative Ruling”). (Ibid). On
11 October 24, 2024, Plaintiff submitted a second Supplemental Declaration of Barbara DuVan-Clarke
12 in support of Motion for Preliminary Approval of Class Action and PAGA Settlement (“October 24,
13 2024, Supplemental Declaration”) addressing the Court’s concerns.” (Ibid).

14 On November 1, 2024, the Court held a hearing on Plaintiff’s Motion for Preliminary Approval
15 and on November 4, 2024, the Court entered the Order Granting Preliminary Approval of Class Action
16 and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of
17 the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed
18 administration procedures and associated deadlines. (*Id.*, ¶ 15).

19 The Parties agree that the Class described herein may be certified for settlement purposes only.
20 If for any reason the Settlement is not approved, the certification will have no force or effect and will
21 immediately be revoked. The Parties further agree that certification for purposes of approving the
22 Settlement Agreement is in no way an admission that class certification is proper under the more
23 stringent standard applied for litigation and that evidence of this limited stipulation for settlement
24 purposes only will not be admissible for any purpose in this or any other proceeding.

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

26 The Parties have agreed to settle the Class and PAGA claims at issue in the Action for a non-
27 reversionary Gross Settlement Amount of Eight Hundred Thousand Dollars and Zero Cents
28 (\$800,000.00), which is exclusive of employer-side payroll taxes. (Settlement Agreement, ¶ 6.p;

1 Genish Decl., ¶ 18). The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount
2 of thirty-five percent (35%) of the Gross Settlement Amount, equaling Two Hundred Eighty Thousand
3 Dollars (\$280,000); (2) Class Counsel’s actual litigation costs and expenses, in the amount of Twenty-
4 Four Thousand Seven Hundred Fifteen Dollars and Ninety-One Cents (\$24,715.91); (3) Settlement
5 Administration Costs in the amount Eight Thousand Five Hundred Dollars (\$8,500); (4) Enhancement
6 Payment in the amount of Seven Thousand Five Hundred Dollars (\$7,500); and (5) PAGA Penalties
7 in the amount of Seventy-Five Thousand Dollars (\$75,000). (Settlement Agreement, ¶¶ 6.v, 9-12;
8 Genish Decl., ¶ 18). After the above Court-approved amounts are deducted from the Gross Settlement
9 Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately Four
10 Hundred Four Thousand Two Hundred Eighty-Four Dollars and Nine Cents (\$404,284.09). (Genish
11 Decl., ¶ 18).

12 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
13 to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor
14 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share
15 of twenty-five percent (25%) of the PAGA Penalties (“Individual PAGA Payment”). (Settlement
16 Agreement, ¶ 15; Genish Decl., ¶ 19). Individual Settlement Shares are calculated by the Settlement
17 Administrator by dividing the Net Settlement Amount by the total number of Workweeks of all
18 Settlement Class Members during the Class Period and multiplying the result by each Settlement Class
19 Member’s Workweeks during the Class Period. (Settlement Agreement, ¶ 14; Genish Decl., ¶ 19).
20 Individual PAGA Payments are calculated by the Settlement Administrator by dividing the amount of
21 the PAGA Employees’ 25% share of PAGA Penalties (\$18,750) by the total number of PAGA
22 Workweeks of all PAGA Employees during the PAGA Period and multiplying the result by each
23 PAGA Employee’s PAGA Workweeks during the PAGA Period. (Settlement Agreement, ¶ 15;
24 Genish Decl., ¶ 19)

25 Each Individual Settlement Share will be allocated as thirty-three percent (30%) wages, and
26 seventy percent (70%) interest, penalties, and non-wage damages. (Settlement Agreement, ¶ 16;
27 Genish Decl., ¶ 21). The portion allocated to wages (“Wage Portion”) will be reported on an IRS
28 Form W-2 and the portions allocated to interest and penalties (together, “Non-Wage Portion”) will be

1 reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement
2 Agreement, ¶ 16; Genish Decl., ¶ 21). The Settlement Administrator will withhold the employee's
3 share of taxes and withholdings with respect to the Wage Portion of the Individual Settlement Shares,
4 and issue checks to Settlement Class Members for their net payment of their Individual Settlement
5 Share. (Settlement Agreement, ¶ 16; Genish Decl., ¶ 21). Defendant will separately pay any and all
6 employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares. (Settlement
7 Agreement, ¶ 16; Genish Decl., ¶ 21). Each Individual PAGA Payment will be allocated as one
8 hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the
9 Settlement Administrator. (Settlement Agreement, ¶ 16; Genish Decl., ¶ 21).

10 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
11 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
12 thereafter, shall be canceled. (Genish Decl., ¶ 22; Settlement Agreement, ¶ 34). Any funds associated
13 with such canceled checks will be distributed by the Settlement Administrator to the State of
14 California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA
15 Employee at issue. (Genish Decl., ¶ 22; Settlement Agreement, ¶ 34).

16 Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class
17 Members will be deemed to have fully, finally, and forever released, settled, compromised,
18 relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands,
19 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were
20 alleged or which could have been alleged based on the factual allegations in the Class Action
21 Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically
22 include claims for Released Parties' alleged failure to pay overtime and minimum wages, provide
23 compliant meal and rest periods and associated premium payments, timely pay wages during
24 employment and upon termination, provide compliant wage statements, and reimburse necessary
25 business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a),
26 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission
27 Wage Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith,
28 California Business and Professions Code sections 17200, *et seq.*, and any other claims, including

1 claims for statutory penalties, pertaining to the Class Members (the “Released Class Claims”).
2 (Settlement Agreement, ¶¶ 35, 6.ee).

3 Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with
4 respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and
5 forever released, settled, compromised, relinquished, and discharged the Released Parties of any and
6 all claims arising from any of the factual allegations in the PAGA Complaint and PAGA Letter, arising
7 during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
8 California Labor Code sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related
9 thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal
10 and rest periods and associated premium payments, timely pay wages during employment and upon
11 termination, provide complaint wage statements, maintain complete and accurate payroll records, and
12 reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203,
13 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare
14 Commission Wage Orders, including *inter alia*, Wage Order 4-2001. (“Released PAGA Claims”)
15 (Settlement Agreement, ¶¶ 36, 6.ff).

16 “Released Parties” means Defendant and all of Defendant’s past and present subsidiaries,
17 affiliates, shareholders, members, agents, predecessors, successors, acquirers, parents, officers,
18 directors, shareholders, employees, agents, principals, representatives, accountants, auditors,
19 consultants, insurers and reinsurers and assigns. (*Id.*, ¶ 6.gg).

20 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

21 Apex Class Actions, LLC (“Apex”) has taken all necessary steps to effectuate the notice and
22 settlement administration process, as set forth in the Preliminary Approval Order.

23 On November 4, 2024, Apex received the Court approved text for the Class Notice from Class
24 Counsel. (Nava Decl., ¶ 4).

25 On December 4, 2024, Apex received the class data file from Defendant’s counsel, which
26 contained the full name, last known mailing address, last known telephone number, Social Security
27 number, dates worked for Defendant during the Class Period, dates worked for Defendant during the
28 PAGA Period, the number of Workweeks and PAGA Pay Periods during the Class Period and PAGA

1 Period based on Defendant's payroll data, and such other information as necessary for the Settlement
2 Administrator to conform Workweeks and Pay Periods (collectively, "Class List"). (Nava Decl., ¶ 5).
3 The Class List was uploaded to Apex's database and checked for duplicates and other possible
4 discrepancies. (Ibid). The Class List contained 409 individuals identified as Class Members. (Ibid).

5 As part of the preparation for mailing, all 409 names and addresses contained in the Class List
6 were then processed against the National Change of Address ("NCOA") database, maintained by the
7 United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses
8 of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 6). The NCOA contains requested
9 change of addresses filed with the USPS. (Ibid). To the extent that an updated address was found in
10 the NCOA database, the updated address was used for the mailing of the Class Notice. (Ibid). To the
11 extent that no updated address was found in the NCOA database, the original address provided by
12 Defendant's counsel was used for the mailing of the Class Notice. (Ibid).

13 On January 13, 2025, the Class Notice was mailed, via U.S. First Class Mail, to all 409
14 individuals contained in the Class Information. (*Id.*, ¶ 7). 21 Class Notices were returned to Apex as
15 undeliverable. (*Id.*, ¶ 8). Apex performed a computerized skip trace on the 21 returned Class Notices
16 in an effort to obtain an updated address for the purpose of re-mailing the Class Notice. (Ibid). As a
17 result of this skip trace, 16 updated addresses were obtained and the Class Notice was promptly re-
18 mailed to those Class Members, via U.S First Class Mail. (Ibid). As of the date of the Administrator's
19 declaration, a total of 5 Class Notices have been deemed undeliverable. Specifically, 5 have been
20 deemed undeliverable as no updated address was found notwithstanding the skip tracing. (*Id.*, ¶ 10.)

21 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
22 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute
23 ("Response Deadline"). (Settlement Agreement, ¶ 6). The Response Deadline was February 27, 2025.
24 The extended response deadline for the 11 Class Members who received a re-mailed notice was March
25 14, 2025 (Nava Decl., ¶ 14). The Settlement Administrator received no Requests for Exclusion, and
26 has not received any Notices of Objection or Workweeks Disputes. (*Id.*, ¶¶ 11, 12).

27 There are 409 Settlement Class Members who worked 25,470 Workweeks during the Class
28 Period and 302 individuals identified as PAGA Employees who worked 7,647 pay periods during the
PAGA Period. (*Id.*, ¶¶ 15,16, 18).

1 The estimated average gross Individual Settlement Share is \$951.10, the estimated highest
2 gross Individual Settlement Share is \$4,071.53, and the estimated lowest gross Individual Settlement
3 Share is \$15.27; the estimated average Individual PAGA Payment is \$62.09, the estimated highest
4 Individual PAGA Payment is \$127.50, and the estimated lowest Individual PAGA Payment is \$2.45.
5 (*Id.*, ¶¶ 17 & 19).¹

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

7 On July 17, 2024, Class Counsel submitted a copy of the Settlement Agreement to the LWDA
8 through its online submission portal in compliance with California Labor Code § 2699(1)(2). (Genish
9 Decl., ¶ 23). The LWDA has not objected or otherwise responded to the submissions. (*Ibid.*).

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

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

12 Before granting final approval of a class action settlement, the Court must review the
13 settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48
14 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the
15 strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation,
16 the amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
17 the experience and views of counsel, and the reaction of the class members to the proposed settlement.
18 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801
19 ["The list of factors is not exhaustive and should be tailored to each case"]; *Officers for Justice v. Civil*
20 *Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, a presumption of fairness
21 exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and
22 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
23 in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245;
24 *Dunk*, 48 Cal.App.4th at 1802). "The settlement or fairness hearing is not to be turned into a trial or
25 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
26 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty

27
28 ¹ The actual average, highest, 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 \$40,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$15,284.09 will be part of the Net Settlement Amount).

1 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
2 settlements.” (*Officers for Justice, supra*, 688 F.2d at 625).

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

4 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
5 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
6 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
7 were at all times made at arm’s-length and were adversarial. (Genish Decl., ¶ 24). The Parties engaged
8 in extensive informal discovery prior to reaching a settlement at the mediation. (*Id.*, ¶ 25).

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

10 Courts typically assess the status of discovery in determining whether a class action settlement
11 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
12 Defendant produced relevant wage and hour policies, its employee handbook, and information
13 regarding the total number of putative class members, the total number of former employees, the total
14 workweeks worked by the putative class members, the dates of employment of the putative class
15 members, and the average rate of pay for the putative class members. (Genish Decl., ¶ 25). This
16 allowed Plaintiff’s counsel to conduct an informed assessment and analysis of the strengths and
17 weaknesses of the claims and the potential class-wide damages. (*Ibid*). Plaintiff’s investigation was
18 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996)
19 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-
20 130 (“Dunk/Kullar”).

21 Based on the information exchanged, the Parties extensively briefed issues regarding class
22 certification and liability and provided their analyses to the mediator who helped the Parties debate
23 the strengths and weakness of their respective positions. (Genish Decl., ¶ 26). At all times, Plaintiff
24 was willing and prepared to litigate this matter through class certification and trial if the Parties had
25 been unable to reach a favorable resolution. (*Ibid*). Additionally, settlement negotiations were
26 conducted by highly capable and experienced counsel. (*Ibid*). Class Counsel are respected members
27 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
28 in handling complex wage and hour class action litigation. (Genish Decl., ¶¶ 3-7; 35). Accordingly,

1 Class Counsel had sufficient information and experience to act intelligently in negotiating the
2 Settlement.

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

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

15 Class Counsel aware of Defendant’s defenses and arguments and have also taken into account
16 the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
17 such litigation, including those involved in class and/or representative adjudication. (Genish Decl., ¶
18 28). Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims
19 asserted in the Action, Defendant’s defenses, and the difficulties in establishing entitlement to
20 monetary recovery. (Ibid). Plaintiff has also considered the Parties’ settlement discussions, as well
21 as the evaluations of the mediator, who is experienced and well-regarded in complex labor and
22 employment matters. (Ibid).

23 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
24 with the claims alleged in the Action, and further denies that class certification is appropriate for any
25 purpose other than the Settlement. (*Id.*, ¶ 29). Defendant believes that it would ultimately prevail in
26 the Action. (Ibid). Defendant proffered defenses to both certification and to the merits of Plaintiff’s
27 claims. (Ibid). Defendant contended that Plaintiff’s claims are not suitable for class certification
28 because individual issues would predominate should this case go to trial. (Ibid). As with all class

1 actions, these complex cases raise difficult management and proof issues and, accordingly, there is a
2 significant risk that the Court may deny class certification. (Ibid).

3 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
4 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
5 uncertain proposition. (*Id.*, ¶ 30). In order to prove liability and damages, my office would need to
6 request and analyze hundreds of pages of documents, obtain the Class Members' contact information,
7 contact them, and obtain declarations. (Ibid). Plaintiff also faced the very real risk that Defendant
8 would engage in settlements with current and former employees using the "Pickup Stix" procedure.
9 (Ibid). Obtaining the cooperation of current employees would also be difficult, given the likely
10 reluctance to aid prosecution of a lawsuit against a current employer. (Ibid). On the other hand,
11 Defendant would likely be able to obtain the cooperation of its employees. (Ibid). Moreover, even if
12 Plaintiff prevailed at class certification and trial, possible appeals would substantially delay any
13 recovery by the Class. (Ibid).

14 In light of the Parties' respective legal positions and the risks of continued litigation, the Gross
15 Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable.
16 (*Id.*, ¶ 31).

17 **VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**
18 **AND SHOULD BE APPROVED**

19 Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$280,000)
20 for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling
21 Twenty-Four Thousand Seven Hundred Fifteen Dollars and Ninety-One Cents (\$24,715.91) incurred
22 in the prosecution of the Action. (Genish Decl., ¶ 32). The requested fees and costs are fair
23 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
24 contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the
25 Class Members. (Ibid).

26 **A. Plaintiff's Fee Request of Thirty-five percent (35%) of the Gross**
27 **Settlement Amount**

28 **is Proper Under the Common Fund Doctrine**

1 Courts have long recognized the “common fund” or “common benefit” doctrine, under which
2 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
3 costs to be paid out of the fund. (*See Serrano v. Priest* (“*Serrano III*”) (1977) 20 Cal.3d 25, 34,
4 quoting *D’Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees’*
5 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995)
6 15 Cal.3d 162, 167; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*
7 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

8 The California Supreme Court has held that, “when a number of persons are entitled in
9 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
10 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees
11 out of the fund.” (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D’Amico*, 11 Cal.3d 1; *see also Boeing,*
12 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than
13 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra*,
14 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
15 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
16 explains the common fund doctrine as follows:

17 Where the lawsuit results in the recovery of a fund or property benefiting
18 others as well as plaintiff (e.g., a class action), the court has inherent
19 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.

20 The percentage-of-the-fund approach appears to be the preferred method of awarding fees in
21 traditional common fund cases, such as this case. Where the settlement amount is a “certain or easily
22 calculable sum of money,” use of the percentage-of-the-fund method is appropriate. (*Serrano III*, 20
23 Cal. 3d at 35).

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

28 Whatever doubts may have been created by *Serrano III, supra*, 20 Cal.3d 25, [], or the
Court of Appeal cases that followed, we clarify today that use of the percentage method

1 to calculate a fee in a common fund case, where the award serves to spread the attorney
2 fee among all the beneficiaries of the fund, does not in itself constitute an abuse of
3 discretion. We join the overwhelming majority of federal and state courts in holding
4 that when class action litigation established a monetary fund for the benefit of the class
5 members, and the trial court in its equitable powers awards class counsel a fee out of
6 that fund, the court may determine the amount of a reasonable fee by choosing an
7 appropriate percentage of the fund created. The recognized advantages of the percentage
8 method - including relative ease of calculation, alignment of incentives between counsel
9 and the class, a better approximation of market conditions in a contingency case, and
10 the encouragement it provides counsel to seek an early settlement and avoid
11 unnecessarily prolonging the litigation [] convince us the percentage method is a
12 valuable tool that should not be denied our trial courts.

13 (Laffitte, 1 Cal.5th at 503).

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

20 Numerous appellate courts have similarly found. (See e.g., *Knoff v. City and County of San*
21 *Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
22 attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);
23 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly
24 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
25 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
26 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
27 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
28 in an inverse condemnation action)).

29 The Supreme Court noted that several courts have expressed frustration with the alternative
30 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
31 often indecipherable time records. (Laffitte, 1 Cal.5th at 503; see *Lealao v. Beneficial California, Inc.*
32 (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373,
33 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class

1 counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing
2 an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources.
3 (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the
4 percentage of the common fund approach to determine the award of attorney's fees. (*Lealao*, 82
5 Cal.App.4th at 30-31; *see e.g., In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79
6 (approving attorney's fee of 33%)).

7 A fee of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$280,000) is easily
8 within the range of reasonableness. Historically, courts have awarded percentage fees in the range of
9 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F.
10 Supp. at 1378). According to Professor Newberg: "No general rule can be articulated on what is a
11 reasonable percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a
12 reasonable fee award from a common fund, in order to assure that fees do not consume a
13 disproportionate part of the recovery obtained for the class, though somewhat larger percentages are
14 not unprecedented." (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel's requested fee is
15 reasonable and falls well within the historical range of attorney's fee awards under the common fund
16 theory. Based on Class Counsel's showing of reasonableness, the Court should approve the requested
17 fees pursuant to the common fund approach.

18 **B. The Circumstances of this Case Support a Thirty-Five Percent (35%) Fee**
19 **Award**

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

22 No one expects a lawyer whose compensation is contingent on the
23 success of his services to charge, when successful, as little as he
24 would charge a client who in advance of the litigation has agreed to
25 pay for his services, regardless of success. Nor, particularly in
26 complicated cases producing large recoveries, is it just to make a fee
27 depend solely on the reasonable amount of time expended.

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

C. The Contingent Nature of This Matter

From the outset of the Action to the present, prosecution of this matter has involved significant

1 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
2 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
3 matter with no guarantee of success. The risks of this matter are apparent in that class certification
4 would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
5 cases such as this. Moreover, even if class certification were granted over Defendant's opposition,
6 there was no assurance that Plaintiff would succeed at trial. (Genish Decl., ¶¶ 27-30). Despite such
7 challenges, Class Counsel was able to persuade Defendant that it faced significant liability exposure
8 such that it was willing to pay \$800,000 to settle the Class Members' claims.

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

10 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
11 including litigation involving the legal issues in this matter. (Genish Decl., ¶¶ 3-7; 35). Class
12 Counsel's skill in developing a factual record and convincing Defendant of its litigation exposure
13 under California law was essential to achieving the Settlement. Through its skill and reputation, Class
14 Counsel was able to obtain a settlement that provides an outstanding result for Class Members

15 **E. The Results Achieved**

16 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
17 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
18 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
19 which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class
20 Members will be paid, on average, approximately \$951.10 each, which is intended to compensate them
21 for the alleged wage and hour violations they suffered during their employment. (Genish Decl., ¶ 20).
22 This is a significant benefit for the Settlement Class Members here as it represents a recovery for
23 highly disputed claims. Equally important is the fact that the State of California will receive \$56,250
24 for enforcement of labor laws and education of employers. (Genish Decl., ¶ 42).

25 Furthermore, the efficiency with which this litigation was conducted and resolved should be
26 rewarded. After preparing and investigating the case prior to filing the Action, Class Counsel strongly
27 litigated and then resolved the case in an efficient manner. The Class Members will directly benefit
28 from the prompt and fair resolution of their claims. They will be receiving a significant award in a

1 relatively short period of time, as opposed to waiting years to recover some undetermined amount if
2 they succeeded at trial, which is an uncertainty in itself.

3 **F. Preclusion of Other Employment**

4 As California law recognizes, Class Counsel's commitment to this litigation should not be
5 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
6 attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See*
7 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
8 additional work that was available, and which Class Counsel had to forego in order to devote the time
9 necessary to pursue this litigation. (*Id.*, ¶ 34).

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

11 Fee calculations under the lodestar method would result in a similar award, demonstrating the
12 fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is
13 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
14 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
15 various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel's hourly rates are summarized
16 in the Genish Decl. at ¶ 35.

17 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the
18 relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Genish
19 Decl., ¶ 36). As a practical matter, few if any employees or consumers pay attorneys' fees on an
20 hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a
21 stepped-up contingency fee (with the percentage increasing from one third to forty-five – and
22 sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if
23 the case goes to trial). (*Ibid*). Therefore, there is no customary hourly billing rate for work that is
24 routinely based on a contingent fee relationship, but the nature of class action work should be strongly
25 considered by the Court. (Genish Decl., ¶ 36). Wage and hour work presents a specialized and
26 challenging area of law that is not within the knowledge of many lawyers. (*Ibid*). This kind of class
27 action work requires specialized learning and the willingness to take large risks. (*Ibid*).
28

1 Class Counsel has spent approximately 307 total hours litigating these claims to date.² (Genish
2 Decl., ¶ 36). Class Counsel expects to spend another 10 hours in connection with the final approval
3 process (including finalizing the motion for final approval and supporting documents, preparing for
4 and attending the Final Approval Hearing, and managing the Settlement through its conclusion,
5 including anticipated communications with defense counsel, the Settlement Administrator, our client,
6 and Class Members). (*Id.*, ¶ 38). In addition to time spent during litigation, reasonable hours also
7 include the time spent before the Action was filed, including time spent interviewing the client,
8 investigating the facts and the law, preparing the initial pleadings, as well as litigating the case. (*Webb*
9 *v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award should include fees incurred to
10 establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982) 32 Cal .3d 621, 639 (“*Serrano*
11 *IV*”). Based on the rates of Class Counsel, the total fees incurred to date are \$283,975. (Genish Decl.,
12 ¶ 36). By the conclusion of this matter, the total fees are estimated to be approximately \$293,225.
13 (*Id.*, ¶ 38).

14 In cases where a common fund analysis is not used, once the court establishes the lodestar
15 amount, it should adjust the fee award by a multiplier in order to make an appropriate fee award.
16 (*Serrano III, supra*, 20 Cal.3d at 48). In applying the multiplier, *Newberg on Class Actions* states that
17 “[m]ultiples ranging from one to four frequently are awarded in common fund cases when the lodestar
18 method is applied. A large common fund award may warrant an even larger multiplier.” (4 *Newberg*
19 *on Class Actions* 4th (4th ed. 2002) § 14.6). If the class members paid the fees that the market would
20 bear, they would pay a fee of anywhere from one-third to forty-five percent of any recovery. Since
21 this is the market rate, the lodestar calculation should be enhanced to reflect what the class members
22 would pay on the open market. (*Lealao, supra*, 82 Cal.App.4th at 47-48).

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

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

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

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

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

26 [T]rial judges need the flexibility *Serrano III* provides, as it enables them to
27 relate fee awards to the economic realities that determine the efficacy of the
28 private enforcement contemplated by our civil justice system.
Accordingly, we hold that, in cases in which the value of the class recovery
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.

(*Id.* at 49-50).

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

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

2 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
3 clearly disclosed to each Class Member in the Court-approved Class Notice. (Genish Decl., ¶ 39; *see*
4 *also* Nava Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to the
5 request for attorneys' fees. (Nava Decl., ¶ 12). It is fair to conclude that the Class approves of/does
6 not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's request for
7 thirty-five percent (35%) of the Gross Settlement Amount, equaling Two Hundred Eighty Thousand
8 Dollars (\$280,000), should be granted.

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

10 Class Counsel seeks reimbursement of a total amount of Twenty-Four Thousand Seven
11 Hundred Fifteen Dollars and Ninety-One Cents (\$24,715.91) in costs and expenses in this matter,
12 which includes reasonable future costs for filing the Motion. (Genish Decl., ¶ 32 & Exh. 3). All costs
13 and expenses were reasonably incurred in prosecution of this matter.

14 **VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS**
15 **REASONABLE**

16 The named Plaintiff should be awarded an Enhancement Payment in the amount of Seven
17 Thousand Five Hundred Dollars (\$7,500) for her services as the Class Representative and the risks in
18 connection with that role. (Genish Decl., ¶ 40). Enhancement awards in wage and hour cases typically
19 range from \$5,000.00 to \$20,000.00, although some awards are higher. (Ibid). Often, multiple class
20 representatives receive awards in the above range. (*See e.g., Munoz v. BCI Coca-Cola Bottling Co. of*
21 *Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of \$10,000.00 per
22 named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Thornton*
23 *v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) ["We also think there is something to
24 be said for rewarding those drivers who protect and help to bring rights to a group of employees who
25 have been the victims of discrimination."]). Here, the requested Class Representative Service Payment
26 is modest, reasonable, and should be approved.

27 Plaintiff's actions establish that: (1) she sought to protect the interests of the Class above her
28 own personal interests; (2) the Settlement Class Members will be benefitted from her actions by
receiving a payment without having to do anything; and (3) Plaintiff has put forth a significant amount

1 of time and effort pursuing the litigation and seeing it through to resolution. (*See, generally, Ray*
2 *Decl.; see also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804
3 (discussing the criteria for determining class representative enhancement awards in concluding that a
4 requested award of \$25,000 for two class representatives was too high)).

5 The requested award for Plaintiff is also reasonable given the financial and personal risk she
6 took in commencing the Action, and in light of the benefits that her actions have conferred upon the
7 Class. (Ray Decl., ¶ 10; *See also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp. 294,
8 299-300). Additionally, in considering a requested class representative enhancement award, courts
9 take into consideration a plaintiff's reasonable fear of retaliation. (*Staton v. Boeing Co.* (9th Cir. 2003)
10 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend little effort
11 to discover Plaintiff brought the lawsuit – and based thereon, decline to offer Plaintiff employment.

12 In sum, Plaintiff has performed considerable services on behalf of the Class during the
13 litigation. (*See, generally, Ray Decl.*). Class Counsel cannot understate the importance of the role of
14 an employee who is willing to search out an attorney and step forward to assume the risk of litigation
15 and retaliation in order to represent a class and put the interests of the class before their own interests.
16 Plaintiff has understood that this is a class action where she is serving as the Class Representative and
17 must protect the Class Members' interests. (*Id.*, ¶ 12). Plaintiff was the catalyst to the benefit reached
18 for the Class Members, and has actively protected the Class Members' interests during the pendency
19 of this matter and will continue to do so even if the case was required to go to trial. (*Ibid.*). Plaintiff
20 spent numerous hours participating in this matter by searching for an attorney, communicating with
21 her attorneys on numerous occasions, searching for and producing relevant documents related to her
22 employment, responding to her attorneys' inquiries, reviewing the settlement documents, and
23 approving the Settlement on behalf of all Class Members. (*See, generally, Ray Decl.*).

24 In contrast, without having to take on any of the risk incurred by Plaintiff or time spent by
25 Plaintiff in litigating this matter, Settlement Class Members will automatically be issued a payment
26 for their claims. It appears that the Settlement Class Members recognize this enhancement was
27 justified because since the time the Class received notice of the requested Enhancement Payment, no
28 one has objected to the request. Thus, the Enhancement Payment to Plaintiff is warranted to

1 compensate her for her time and effort, the fear and stress associated with assuming the responsibility
2 of serving as the Class Representative, and the concrete risks she assumed as the Class Representative.

3 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
4 **REASONABLE**

5 In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved,
6 Settlement Administration Costs not to exceed Eight Thousand Five Hundred Dollars (\$8,500).
7 (Genish Decl., ¶ 41). Apex is the approved Settlement Administrator. (Ibid). It is an experienced
8 class administrator and has adequately performed the administration tasks required by the Preliminary
9 Approval Order. Apex's *actual* cost to administer the Settlement is Eight Thousand Five Hundred
10 Dollars (\$8,500). (Nava Decl., ¶ 19 & Exh. B). Based thereon, the requested costs should be approved.

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

12 Pursuant to California Labor Code Section 2699(1), the Superior Court shall review and
13 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
14 § 2699(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
15 should be approved. As part of the Settlement, Defendant has agreed to pay Seventy-Five Thousand
16 Dollars (\$75,000) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which
17 the payment of Fifty-Six Thousand Two Hundred Fifty Dollars (\$56,250) (75% of the PAGA
18 Penalties) will be paid to the LDWA for education and enforcement purposes. (Genish Decl., ¶ 42).

19 It is extremely common in approved wage and hour class action cases that settle that only a
20 small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to
21 class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
22 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
23 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
24 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
25 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
26 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
27 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
28 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of

1 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
2 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
3 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
4 in these approved settlements, the Parties generally maximized statutory penalties and minimized
5 PAGA penalties to focus on claims to the Class Members, the persons who actually suffered the
6 California Labor Code violations. (Genish Decl., ¶ 43).

7 **XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE**

8 California law vests the Court with broad discretion in fashioning an appropriate notice
9 program. (See California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
10 74). To protect the rights of absent class members, the parties must provide class members with the
11 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
12 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
13 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
14 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
15 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
16 the action and afford them an opportunity to present their objections"]); The content and method of
17 the notice should be designed to apprise the class members of the terms of the proposed settlement
18 and of the class members' rights regarding the settlement. (See *Mullane, supra*, 339 U.S. at 314;
19 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
20 F. Supp. 364, 378).

21 The Class Notice approved by the Court met these requirements: it identified the Parties and
22 described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution
23 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to
24 Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees
25 and Costs to Class Counsel. (Genish Decl., ¶ 44; see also Nava Decl., Exh. A thereto). The Class
26 Notice described the proposed Settlement with enough specificity to allow each Class Member to
27 make an informed choice whether to accept and participate in it. (Ibid). It also explained how and
28 when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class Notice

1 provided the date for the hearing on final approval of the Settlement and informed Class Members
2 how to obtain additional information about the Settlement. (Genish Decl., ¶ 44; *see also* Nava Decl.,
3 Exh. A thereto).).

4 **XII. CONCLUSION**

5 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
6 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
7 attorneys' fees to Class Counsel of \$280,000; (2) the requested reimbursement of actual costs and
8 expenses to Class Counsel of \$24,715.91; (3) the requested Enhancement Payment to Plaintiff of
9 \$7,500; and (4) the requested Settlement Administration Costs to the Settlement Administrator of
10 \$8,500; and permit the filing of a memorandum that exceeds the page limit.

11 Respectfully submitted,

12 Dated: March 18, 2025

BLACKSTONE LAW, APC

13
14 By:



15 _____
Jonathan M. Genish
Barbara DuVan-Clarke
Attorneys for Plaintiff Rita Ray
and the Class