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SUPERIOR COURT STATE OF CALIFORNIA
COUNTY OF STANISLAUS

**IN RE: STANISLAUS FOOD
PRODUCTS COMPANY
EMPLOYMENT CASES**

Included Actions:

*Rigoberto Valle v. Stanislaus Food
Products Company*, Case No. CV-23-
001433

*Mario Castillo v. Stanislaus Food Products
Company*, Case No. CV-23-003465

*Victoria Martinez v. Stanislaus Food
Products Company*, Case No. CV-23-
004653

*Rebeca Balbuena Andres v. Stanislaus
Food Products Company*, Case No. CV-23-
007019

*Martin Sohal v. Stanislaus Food Products
Company*, Case No. CV-24-000548

Case No.: CV-23-001433

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFFS'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: April 29, 2025
Time: 8:30 a.m.
Judge: Hon. John Freeland
Dept.: 23

Complaint Filed: March 21, 2023
Trial Date: **Not Set**

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Table of Contents

I. INTRODUCTION	1
II. SUMMARY OF ARGUMENT AND ESSENTIAL POINTS	1
III. PERTINENT BACKGROUND AND SETTLEMENT TERMS.....	2
IV. THE NOTICE PROCESS	5
A. Notice to the Settlement Class Members	5
B. There are Zero Objections and Two Requests For Exclusion.....	5
V. EVALUATION OF THE SETTLEMENT	6
A. The Settlement Was Reached Through Informed Arms-Length Negotiation.....	7
B. Plaintiffs' Investigation Was More Than Sufficient	7
C. Class Counsel Are Experienced in Similar Litigation and Endorse the Settlement.....	8
D. Reasonable Estimate of the Nature and Amount of Recovery	8
VI. THE REQUESTED ATTORNEYS' FEES ARE FAIR, REASONABLE AND SHOULD BE AWARDED	9
A. Plaintiffs are Entitled to Recover Reasonable Attorneys' Fees Under the Labor Code .	10
B. Class Counsels' Request for Fees Is Reasonable and Properly Calculated as a Percentage of the Common Fund	11
1. The Attorneys' Fees Requested Here Fall Within the Reasonable Range Awarded in Similar Cases Under the Well-established Common Fund Method	11
2. The High Quality of Work and Excellent Result Obtained Support the Award	11
3. Settlement Class Members Had Sufficient Notice of the Requested Fees	12
4. The Contingent Nature of Class Counsels' Representation of Plaintiffs and the Settlement Class Further Supports the Fee Award at 1/3 of the Common Fund.....	13
5. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award.....	14
6. Public Policy Considerations Require the Award of Adequate Fees So Competent and Experienced Counsel Will Undertake Such Representations	17
VII. THE REQUESTED COSTS AND SERVICE PAYMENT ARE REASONABLE	18

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

A. The Requested Costs Are Reasonable and Merit Approval.....	18
B. The Requested Class Representative Service Payment is Reasonable and Merits Approval.....	19
VIII. OTHERS MATTERS RE: FINAL APPROVAL	20
A. Settlement Administration Costs.....	20
B. Uncashed Checks	20
C. Final Report.....	21
D. Submission to the LWDA	21
IX. CONCLUSION	21

Table of Authorities

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7-Eleven Owners for Fair Franchising v. Southland Corp.

(2000) 85 Cal.App.4th 1135 8

Bell v. Am. Title Ins. Co.

(1991) 226 Cal.App.3d 1589 6

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(2004) 115 Cal.App.4th 715 19

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(2008) 162 Cal.App.4th 43 10

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76 Cal.App.3d 241 14

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(1977) 76 Cal.App.3d 241 14

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2008 U.S. Dist. LEXIS 27526 14

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(1996) 48 Cal.App.4th 1794 4, 5, 6, 7

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(9th Cir. 1989) 884 F.2d 1222 6

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(C.D. Cal., June 10, 2005, No. 02-ML-1475 DT) 2005 WL 1594403 13

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(SDNY 2001) 127 F.Supp.2d 418 6

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(1959) 53 Cal.2d 12 18

Kraus v. Trinity Management Services, Inc.

(2000) 23 Cal.4th 116 18

1	<i>Kullar v. Foot Locker Retail, Inc.</i>	
2	(2008) 168 Cal.App.4th 116	8
3	<i>Laffitte v. Robert Half Int'l Inc.</i>	
4	(2016) 1 Cal. 5th 480	11
5	<i>Laffitte v. Robert Half International, Inc.</i>	
6	(2016) 1 Cal.5th 480	10
7	<i>Lealao, supra</i> , 82 Cal.App. 4 th at 46-47	14
8	<i>Litwin v. iRenew Bio Energy Solutions, LLC</i>	
9	(2014) 226 Cal.App.4th 877	12
10	<i>Mandujano v. Basic Vegetable Prods., Inc.,</i>	
11	(9th Cir. 1976) 541 F.2d 672	6
12	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i>	
13	(2010) 186 Cal.App.4th 399	8
14	<i>Pearce v. Superior Court</i>	
15	(1983) 149 Cal.App.3d 1058, 1065	18
16	<i>PLCM Group, Inc. v. Drexler</i>	
17	(2000) 22 Cal.4 th 1084	14
18	<i>Press v. Lucky Stores, Inc.</i>	
19	(1983) 34 Cal.3d 311	14
20	<i>Rodriguez v. West Publishing</i>	
21	(9th Cir. 2009) 563 F.3d 948	19
22	<i>Sav-On Drug Stores, Inc. v. Superior Court</i>	
23	(2004) 34 Cal.4th 319	17
24	<i>Stambaugh v. Super. Ct.</i>	
25	(1976) 62 Cal.App.3d 231	6
26	<i>Steinder v. Am. Broadcasting Co., Inc.</i>	
27	(9 th Cir. 2007) 248 Fed. Appx. 780.....	14
28	<i>Sternwest Corp v. Ash</i>	
	(1986) 183 Cal.App.3d 74	14
	<i>Torchia v. WW Grainger, Inc.</i>	
	(E.D. Cal. 2014) 304 F.R.D. 256	14
	<i>Van Bronkhorst v. Safeco Corp.</i>	

1	(9th Cir. 1976) 529 F.2d 943	6
2	<i>Vasquez v. Superior Court</i>	
3	(1971) 4 Cal.3d 800	17
4	<i>Vizcaino v. Microsoft Corp</i>	
5	(9th Cir. 2002) 290 F.3d 1043	13
6	<i>Vizcaino v. Microsoft Corp.</i>	
7	(9 th Cir. 2002) 290 F.3d 1043	14
8	<i>Wershba v. Apple Computers, Inc.</i>	
9	(2001) 91 Cal.App.4th 246	9, 14
10	<i>Whiteway v. FedEx Kinkos Office & Print Svcs., Inc.</i>	
11	(N.D. Cal. Dec. 17, 2007) No. C 05-2320 SBA, 2007 WL 4531783	19
12	Statutes	
13	California Code of Civil Procedure § 1021.5	11
14	Labor Code § 226(e)	10
15	Labor Code § 2699(g)	11
16	Labor Code § 2699(l)(2)	21
17	Other Authorities	
18	Alba Conte & Newberg, <i>supra</i> , at § 11.51	7
19	Newberg on Class Actions, § 14:6 at 552	11
20	Rules	
21	California Rules of Court Rule 3.769(b)	7
22	California Rules of Court, Rule 3.769 (g)	6
23	California Rules of Court, Rule 3.769(d) and (e)	1
24	California Rules of Court, Rule 3.769	12

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs respectfully seek final approval of a \$3,500,000 wage-and-hour class action and
4 PAGA settlement (“Settlement”) on behalf of all current and former hourly-paid or non-exempt
5 employees by Stanislaus Food Products Company in California, employed between March 21,
6 2019, through July 12, 2024 (the “Class Period”).

7 Plaintiffs also seek approval of the PAGA portion of the Settlement on behalf of current
8 and former hourly-paid or non-exempt employees employed by Defendant within the State of
9 California at any time during the period from June 16, 2022 through July 12, 2024.

10 A true and correct copy of the Class Action and PAGA Settlement Agreement (“Settlement
11 Agreement”) is attached as **Exhibit A** to the concurrently filed Declaration of Drew Lewis in
12 Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement (“Lewis Decl.”). The
13 Settlement Agreement is incorporated herein by reference in its entirety.

14 On or about December 30, 2024, the Court granted preliminary approval of the Settlement
15 Agreement. Pursuant to that order, on January 28, 2025, ILYM Group, Inc. (the “Settlement
16 Administrator” or “ILYM”) mailed the Court-approved Notice of Proposed Class Action
17 Settlement (the “Class Notice”) to all 4,856 Class Members. (See Declaration of Garvin Brown
18 of ILYM Group, Inc., in Support of Motion for Final Approval of Class Action Settlement
19 (“Brown Decl.”), at ¶¶ 3-18.) A true and correct copy of the Class Notice is attached to the Brown
20 Decl. as **Exhibit A**.

21 **II. SUMMARY OF ARGUMENT AND ESSENTIAL POINTS**

22 Pursuant to California Rules of Court, Rule 3.769(d) and (e), Plaintiffs respectfully request
23 that this Court grant final approval of the Class and PAGA Representative Action Settlement
24 Agreement (the “Settlement Agreement” and/or the “Settlement”) already on file in this action,
25 which is supported and unopposed by Defendant and enter the Proposed Order and Final Judgment
26 in this matter.

27 There are several essential reasons why this Settlement should be approved, and judgment
28 entered accordingly. They are as follows:

- The parties agreed to a \$3,500,000 Settlement Amount tailored to a limited release of the claims alleged on behalf of the Settlement Class Members;
- The Settlement Class Members were deemed to participate in the Settlement (unless the Settlement Class Members opted out of the Settlement), and were not required to submit a claim form to receive funds;
- There is no reversion to Defendant; and
- There are zero objections to the Settlement and only two Requests for Exclusion from the Settlement.

Based on the foregoing, Plaintiffs respectfully request that the Court issue an order (1) finally certifying the Class; (2) finally appointing Plaintiffs as the Class Representatives; (3) finally appointing Plaintiffs' attorneys as class counsel, (4) finding that notice of the settlement was properly provided to the Class Members; (5) finally approving the Settlement Agreement as fair, adequate, and reasonable; (6) finally approving the allocation for attorneys' fees of one-third of the Gross Settlement Amount, plus necessary incurred litigation costs; (7) finally approving ILYM as the settlement administrator; (8) finally approving the allocation of \$100,000.00 from the Gross Settlement Amount for PAGA penalties; (9) finally approving a class representative incentive payment to Plaintiffs in an amount of \$7,500; (10) binding all participating class members to the terms of the Settlement Agreement, including the release specified therein; (11) approving and designating Central California Legal Services and The Salvation Army as *cy pres*; and (12) retaining jurisdiction to enforce the terms of the Settlement Agreement.

In accordance with the analysis and law set forth herein, the Settlement should be approved, and judgment entered based on the determination that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

III. PERTINENT BACKGROUND AND SETTLEMENT TERMS

Plaintiffs and the Settlement Class Members include all individuals who performed work in a non-exempt position for Defendant at any time during the Class Period [*i.e.*, March 21, 2019 through July 12, 2024]. (Lewis Decl. ¶ 1., Exhibit A, §§ 1.5, 1.31)

Plaintiffs' primary allegations were that Defendant 1) failed to pay provide meal breaks, 2) failed to provide rest breaks, 3) failed to pay all wages upon discharge, 4) failed to pay overtime, 5) failed to pay sick time, 6) failed to provide accurate wage statements, 7) failed to pay all wages, including at least the minimum wage, 8) failed to provide suitable seating, 9) failed to minimize excessive indoor heat, 10) failed to provide employment records upon request, 11) failed to provide required notices, 12) failed to reimburse business expenses, and 13) claims for civil penalties under the PAGA arising from the alleged Labor Code violations. (*Id.*)

The Settlement Class includes 4,856 individuals who worked in a non-exempt position for Defendant in California at any time during the Class Period. The following is a breakdown reflecting how the funds are allocated under the Settlement Agreement (Declaration of Garvin Brown Regarding Notice and Settlement Administration ("Brown Decl."), ¶ 15):

	Total Amount
<i>Settlement Amount</i>	\$3,500,000.00
Attorneys' Fees (1/3)	\$1,166,666.67
Litigation Costs	\$38,142.15
Settlement Administrator Costs	\$32,000.00
PAGA payment to LWDA (75% of \$100k award)	\$75,000.00
PAGA payment to aggrieved employees	\$25,000.00
Class Representative Service Payment	\$37,500.00
<i>Net Settlement Amount</i>	\$2,125,691.19

Settlement Class Members who did not opt out of the Settlement in a timely manner will be deemed to participate in the Settlement and shall become Participating Class Members without having to submit a claim form or take any other action. Each Participating Class Member will receive a pro-rata share of the Net Settlement Amount according to the percentage of weeks he/she

1 worked during the Class Period, such that the amount actually distributed to Participating Class
2 Members will equal 100% of the Net Settlement Amount.

3 Assuming the Court approves all of the amounts in the Settlement, the average payment to
4 each Participating Class Member is estimated to be approximately \$437.66, and the highest
5 payment is estimated to be approximately \$3,152.18. (Brown Decl. ¶ 17).

6 Twenty percent (20%) will be allocated as wages subject to withholdings of all applicable
7 local, state, and federal taxes; and eighty percent (80%) will be allocated as interest and as civil
8 penalties (pursuant to, e.g., California Labor Code Sections 203 and 226) from which no taxes
9 will be withheld. The Settlement Agreement provides that Defendant will fund the Settlement
10 Amount within fourteen (14) days after the Effective Date. Within fourteen days (14) thereafter,
11 the Settlement Administrator shall issue payments to cover all court-approved payments,
12 including payments to the Participating Class Members.

13 The Court granted preliminary approval of the Settlement on December 30, 2024. Inherent
14 in the Court's grant of preliminary approval is a determination that the Settlement is presumptively
15 fair and provides fair and reasonable benefits to the Settlement Class. Thereafter, the Settlement
16 Administrator, ILYM, disseminated the Notice Packet. (Brown Decl. ¶¶ 4-7.) The results of the
17 notice process are set forth in the Declaration of Garvin Brown and discussed in detail in Section
18 III below. Nevertheless, the reaction to the Settlement was overwhelmingly positive, as no
19 Settlement Class Member objected to the Settlement and only two Settlement Class Members
20 requested exclusion from the Settlement. This represents a 99.96% participation rate by the
21 Settlement Class. (Brown Decl. ¶ 14).

22 In light of this overwhelmingly positive reaction to the Settlement and its overall terms, it
23 is clear that the Settlement, which was the product of arm's-length negotiations, is fair and
24 reasonable, and the parties, therefore, respectfully request that the Court grant final approval and
25 enter the proposed judgment as requested. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
26 1794, 1800–1802 [class action settlements should be approved if they are fair and reasonable, and
27 a low percentage of objectors and opt-outs is evidence of an agreement's fairness]).
28

1 **IV. THE NOTICE PROCESS**

2 **A. Notice to the Settlement Class Members**

3 Pursuant to the Court's Preliminary Approval Order and the Settlement Agreement, the
4 parties directed the Settlement Administrator to review and update the Settlement Class Member
5 addresses, mail the Court-approved Notice Packet to the Settlement Class Members, and process
6 their responses. (Brown Decl. ¶¶ 3-6).

7 Before mailing the Notice Packet, the Settlement Administrator performed a National
8 Change of Address search on all Settlement Class Members to determine if any had moved.
9 (Brown Decl. ¶ 6).

10 On January 28, 2025, the Notice Packet was sent via first-class mail to the 4,856 Settlement
11 Class Members, advising about the lawsuit and Settlement. (Brown Decl. ¶ 6).

12 A total of 149 Notice Packets have been deemed undeliverable despite the Settlement
13 Administrator's skip-tracing efforts. To date, the settlement administrator has not received any
14 objections and only one request for exclusion. (Brown Decl. ¶ 10.)

15 In accordance with California Rules of Court, rules 3.766 (d) and 3.769 (f), the Notice
16 Packet provided Settlement Class Members with (1) a brief explanation of the case; (2) an
17 explanation of each Settlement Class Member's right to opt out of the Settlement Class; (3) an
18 explanation of the process (and relevant deadlines) through which a Settlement Class Member
19 could opt out of the Settlement Class; (4) notice about the binding nature of the Judgment for
20 Settlement Class Members who do not opt-out; (5) an explanation of each Settlement Class
21 Member's right to appear through counsel; (6) an explanation of each Settlement Class Member's
22 right to appear at the fairness hearing and express views on the Settlement, i.e., object or otherwise
23 respond; and (7) an explanation of each Settlement Class Member's right to participate in the
24 Settlement and receive payment accordingly. (Attached hereto as **Exhibit "A"** to the Garvin
25 Brown Declaration is a true and correct copy of the Notice Packet.)

26 **B. There are Zero Objections and Two Requests For Exclusion**

27 California law makes clear that the percentage of objectors and opt-outs is an important
28 factor in the Court's consideration of a proposed class action settlement. (See *Dunk, supra*, 48

1 Cal.App.4th at 1802.) Indeed, the Ninth Circuit and other federal courts recognize that in the final
2 fairness analysis, the number or percentage of class members who object to the settlement is a
3 significant factor. (See *Mandujano v. Basic Vegetable Prods., Inc.*, (9th Cir. 1976) 541 F.2d 672,
4 677; *In re American Bank Note Holographics, Inc.* (SDNY 2001) 127 F.Supp.2d 418, 425 “[i]t
5 is well settled that the reaction of the class to the settlement is perhaps the most significant factor
6 to be weighed in considering its adequacy.”)

7 In this case, as noted above, there are zero objections to the Settlement and only two
8 requests for exclusion from the Settlement--meaning nearly all (99.96%) of the Settlement Class
9 Members elected to participate in the Settlement. (Brown Decl. ¶ 14). Thus, the Settlement Class
10 overwhelmingly viewed this as a fair and reasonable Settlement.

11 **V. EVALUATION OF THE SETTLEMENT**

12 It is axiomatic that California law strongly favors and encourages settlements. (See
13 *Stambaugh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236.) This presumption in favor of settlement
14 applies with particular force in the context of class actions. (See *Ferguson v. Lieff, Cabraser,*
15 *Heimann & Bernstein* (2003) 30 Cal.4th 1037 (Kennard, J., concurring and dissenting) “[p]ublic
16 policy favoring settlement is especially weighty for class actions”]; *Bell v. Am. Title Ins. Co.*
17 (1991) 226 Cal.App.3d 1589, 1607-1608 [affirming the trial court’s approval of a class settlement
18 and implicitly endorsing its citation of federal precedent for the notion that there is a “strong public
19 policy in favor of settlement of class actions”]; see also *Franklin v. Kaypro Corp.* (9th Cir. 1989)
20 884 F.2d 1222, 1229, quoting *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943, 950
21 [“it hardly seems necessary to point out that there is an overriding public interest in settling and
22 quieting litigation. This is particularly true in class action suits”].)

23 When entertaining a request for final approval of a class action settlement, a court’s
24 fundamental consideration is whether the settlement is fair, adequate and reasonable. (See *Dunk,*
25 *supra*, 48 Cal.App.4th at 1801, fn. 7 [noting that state courts look to federal authority concerning
26 the approval of class settlements]; California Rules of Court, rule 3.769 (g).)

27 Importantly, fairness is presumed when: (1) the settlement is reached through arm’s-length
28 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act

1 intelligently; (3) counsel is experienced in similar litigation; (4) the percentage of objectors and
2 opt outs is small, and (5) the range of reasonableness of the settlement fund to a possible recovery
3 in light of all attendant risks of litigation.” (*Dunk* 1802.)

4 All five of these factors are discussed in detail below.

5 **A. The Settlement Was Reached Through Informed Arms-Length Negotiation**

6 Courts presume the absence of fraud or collusion in the negotiation of a settlement unless
7 evidence to the contrary is offered. Thus, there is a presumption here that the negotiations were
8 conducted in good faith. (*See*, 3 Alba Conte & Newberg, *supra*, at § 11.51.) The proposed
9 Settlement here was the product of arm’s-length negotiation before a highly experienced and
10 reputable California wage and hour class action mediator, Tripper Ortman, Esq., to reach a
11 settlement. (Lewis Decl. ¶ 9.)

12 Here, Plaintiffs and Class Counsel have diligently investigated the claims raised in this
13 litigation and, after taking into account the disputed factual and legal issues involved in this action,
14 the risks attending further prosecution, and the benefits to be received pursuant to the compromise
15 and settlement of the Action as set forth in the Settlement, concluded that the Settlement terms are
16 fair, reasonable, and in the best interest of the Settlement Class. (Lewis Decl. ¶ 9.)

17 As the Settlement Agreement itself reveals, there is no preferential treatment for any
18 segment of the Settlement Class, as the Settlement is designed to fairly and adequately compensate
19 all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b), the parties
20 have disclosed the agreed upon and proposed Attorneys’ Fees, which are well within the range of
21 reasonableness for matters of this nature.

22 **B. Plaintiffs’ Investigation Was More Than Sufficient**

23 As set forth at the time of preliminary approval, Class Counsels’ extensive investigation
24 into the facts and merits of the wage and hour claims alleged included analyzing substantial
25 amounts of information, correspondence, documents, timekeeping records and payroll data,
26 relevant wage and hour policies and procedures, and evidence relating to the class size and the
27 commonality of the claims. During this process, Plaintiffs and Class Counsel conducted
28 investigations into the potential claims of the similarly situated employees, including interviewing

multiple putative class members, as well as researched and investigated Defendant's defenses. Finally, Class Counsel synthesized and analyzed information provided by Defendant regarding the total Settlement Class Members, the number of current and former employees, and the number of employees who worked during various time periods and prepared comprehensive damages calculations regarding the wage and hour claims at issue. (Lewis Decl. ¶ 8.)

C. Class Counsel Are Experienced in Similar Litigation and Endorse the Settlement

Class Counsel are experienced in this type of litigation, and they have (and hereby do) represent that this Settlement is fair and reasonable. (Haines Decl. ¶ 18, Bokhour Decl. ¶¶ 15 & 24, Falakassa Decl. ¶ 25 & 28, Bradley Decl. ¶¶ 23, 25, 36 & 44, Lewis Decl. ¶ 10.); *see 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152 [Final approval of settlement affirmed where counsel were all experienced litigators with class-action experience and had recommended settlement based on the negotiated terms].)

D. Reasonable Estimate of the Nature and Amount of Recovery

Plaintiffs' Motion for Preliminary Approval contained a comprehensive *Kullar* analysis (which sufficiently provided the Court with "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, later clarified *Kullar* by noting that an explicit statement of the maximum theoretical amount that the class could recover was not part of the "basic information" that counsel was required to produce:

Greenwell misunderstands *Kullar*, apparently interpreting it to require the record in all cases to contain evidence in the form of an explicit statement of the maximum amount the Plaintiffs class could recover if it prevailed on all its claims – a number which appears nowhere in the record of the case. But *Kullar* does not, as Greenwell claims, require any such explicit statement of value; it requires a record which allows "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.

1 Of course, a settlement is not judged against what might have been recovered had
2 Plaintiffs prevailed at trial, nor does the settlement have to provide 100% of the damages sought
3 to be fair and reasonable. (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 246, 250.)
4 (“Compromise is inherent and necessary in the settlement process ... even if the relief afforded
5 by the proposed settlement is substantially narrower than it would be if the suits were to be
6 successfully litigated, this is no bar to a class settlement because the public interest may indeed
7 be served by a voluntary settlement in which each side gives ground in the interest of avoiding
8 litigation.”)

9 In light of the uncertainties of protracted litigation, this negotiated Settlement reflects the
10 best practicable recovery for the Settlement Class. While the total Settlement amount is, of course,
11 a compromise figure, the potential risks and opportunities of both parties were effectively weighed
12 and considered by the parties, resulting in a fair and equitable Settlement. Based upon detailed
13 data obtained through discovery and information exchanges and factoring in claim certification
14 probabilities and liability probabilities, Class Counsel formulated detailed damages models to
15 evaluate the claims in preparation for mediation and to reach a realistic and reasonable resolution.
16 (Bokhour Decl. ¶ 27.)

17 Of course, Defendant denies that any damages should be assessed and deny all of the
18 value assessed by Plaintiffs. (*Id.*) Notwithstanding these arguments, the Settlement commits
19 Defendant to pay a Settlement Amount of \$3,500,000 to settle the litigation.

20 **VI. THE REQUESTED ATTORNEYS’ FEES ARE FAIR, REASONABLE AND**
21 **SHOULD BE AWARDED**

22 For their efforts in creating a common fund for the benefit of the Settlement Class, the
23 Settlement Agreement provides that Class Counsel may seek reasonable Attorneys’ Fees of
24 \$1,166,666.67, which is one-third of the Settlement Amount. These fees are warranted under the
25 law and within the range of fees commonly awarded in similar class action cases.

26 As shown herein, the requested percentage of one-third of the Settlement Amount as
27 payment for Attorneys’ Fees should be granted for several reasons, including the following: (1)
28

1 one-third is the standard mark in California for class action settlements (see *e.g.*, *Chavez v. Netflix,*
2 *Inc.* (2008) 162 Cal.App.4th 43, 66 n. 11 (“Empirical studies show that, regardless whether the
3 percentage method or the lodestar method is used fee awards in class actions average around one-
4 third of the recovery”); and (2) that the California Supreme Court recently held that the percentage
5 of the fund method survives in California class action cases (*Laffitte v. Robert Half International,*
6 *Inc.* (2016) 1 Cal.5th 480).

7 Accordingly, Plaintiffs’ Attorneys’ Fees request should receive final approval, with
8 Plaintiffs’ Attorneys’ Fees awarded divided as follows: \$472,500.00 (equivalent to 40.5% of the
9 total fee award) to Drew Lewis, PC; \$144,375.00 (equivalent to 12.375% of the total fee award)
10 to Bokhour Law Group, P.C.; \$144,375.00 (equivalent to 12.375% of the total fee award) to
11 Haine.; \$288,750.00 (equivalent to 24.75% of the total fee award) to Haines Law Group, APC;
12 and \$116,666.67 (equivalent to 10% of the total fee award) to Bradley/Grombacher, LLP. Class
13 Counsel have entered into a written fee-splitting agreement, of which Plaintiffs were fully notified
14 of in writing and consented to in writing, in compliance with California Rules of Professional
15 Conduct, Rule 1.5.1.

16 **A. Plaintiffs are Entitled to Recover Reasonable Attorneys’ Fees Under the**
17 **Labor Code**

18 Plaintiffs and the Settlement Class in this action are entitled to recover reasonable
19 Attorneys’ Fees and Costs under Labor Code § 218.5, which provides that, “[i]n any action
20 brought for the nonpayment of wages ... the Court shall award reasonable attorneys’ fees and
21 costs to the prevailing party.”

22 In addition, Plaintiffs and the Settlement Class are entitled to recover reasonable
23 Attorneys’ Fees pursuant to Labor Code § 1194.2, which provides that, “... any employee
24 receiving less than the legal minimum wage ... applicable to the employee is entitled to recover
25 in a civil action the unpaid balance of the full amount of this minimum wage... including ...
26 reasonable attorney’s fees, and costs of suit.”

27 Plaintiffs is further entitled to Attorneys’ Fees and Costs under Labor Code § 226(e)
28 (employee who prevails on claim for itemized wage statement violation “is entitled to an award

of costs and reasonable attorneys’ fees”); under PAGA (Labor Code § 2699(g), which provides “Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs, including any filing fee paid”); and, potentially, California Code of Civil Procedure § 1021.5 .

B. Class Counsels’ Request for Fees Is Reasonable and Properly Calculated as a Percentage of the Common Fund

Under the “common fund” doctrine, the request for Attorneys’ Fees in the amount of 1/3 of the Settlement Amount is reasonable and appropriate, because (1) it is within the approved range for percentages awarded as attorneys’ fees in similar cases; (2) it is supported by the high quality and amount of Class Counsels’ work on this case and the positive results obtained for the Settlement Class; (3) the Settlement Class had sufficient notice of the attorneys’ fee request; and (4) it is supported by the fact that this case was handled on a contingency basis and was undertaken despite numerous risks and expenses.

1. The Attorneys’ Fees Requested Here Fall Within the Reasonable Range Awarded in Similar Cases Under the Well-established Common Fund Method

The California Supreme Court has approved trial courts’ usage of the common fund method of awarding attorneys’ fees in wage and hour class actions, like this one, and routinely uphold attorneys’ fees requests of 1/3 of the total settlement amount obtained for the class. (*See Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal. 5th 480, 506; *see also*, 4 Newberg on Class Actions, § 14:6 at 552 (“fee awards in class actions average around one-third of the recovery”).

2. The High Quality of Work and Excellent Result Obtained Support the Award

In addition to the fact that a class benefit was created with a significant common fund, the fairness of the requested fee award of one-third of that common fund is supported by the high quality of work performed by Class Counsel and the favorable result obtained for the Class Members given the significant challenges faced by Plaintiffs in this action. As the record demonstrates, Class Counsel conducted the litigation on behalf of the class in a competent,

1 professional and efficient manner. In doing so, Class Counsel confronted substantial litigation
2 risks with well-developed arguments, careful factual analysis and creative strategy to overcome
3 legal obstacles, such as those created by challenging factual issues pertaining to each of the
4 substantive claims. The effective legal work performed by Class Counsel, which resulted in a
5 significant benefit for class members, justifies the one-third of the common fund that is requested
6 as reasonable attorneys' fees.

7 Class Counsel diligently, efficiently, and creatively pursued this case and promptly
8 reached a successful settlement for the benefit of the Class Members. Despite the numerous risks
9 and obstacles afflicting Plaintiffs' claims as detailed in the Preliminary Approval Motion,
10 Plaintiffs' counsel crafted and negotiated a fair and reasonable Settlement Agreement for the
11 benefit of the Class Members.

12 The fact that the settlement was embraced and supported by the Class Members, as
13 evidenced by zero objections and only two opt-out out of 4,856 Class Members, clearly
14 demonstrates that the Class Members support the Settlement Agreement and results achieved by
15 Class Counsel through the litigation of this matter.

16 Moreover, Class Counsel demonstrated considerable skill in obtaining such a significant
17 settlement despite the numerous challenges in this case, which could have precluded any recovery.
18 "Class Counsel demonstrated professional skills that benefitted the class. In particular, Class
19 Counsel presented carefully developed legal arguments, evaluated complex factual issues, and
20 implemented an effective strategy in framing the litigation and negotiations. As a result, Class
21 Counsel obtained a settlement that significantly benefits the class.

22 As a result of this litigation, the Class Members stand to receive a significant Net
23 Settlement Amount of \$2,125,691.19.

24 **3. Settlement Class Members Had Sufficient Notice of the Requested Fees**

25 California Rules of Court, Rule 3.769 requires that the Class Members be notified of any
26 agreement regarding an application for attorneys' fees. Here, the Notice Packet preliminarily
27 approved by the Court and distributed to the Settlement Class Members apprised them that Class
28 Counsel will ask for Attorneys' Fees of one-third of the Settlement Amount as reasonable

1 compensation for the work Class Counsel performed and will continue to perform in this lawsuit
2 through final approval. (Brown Decl.¶ 18; Exh. A.)

3 The Notice Packet also advised the Settlement Class Members of the procedures for
4 objecting to the proposed Settlement and appearing at the settlement hearing, where they could
5 present their objections to any aspect of the Settlement, including the amount of Attorneys' Fees
6 to be awarded to Class Counsel. (*Litwin v. iRenew Bio Energy Solutions, LLC* (2014) 226
7 Cal.App.4th 877, 883 [“[p]rocedural due process requires that affected parties be provided with
8 ‘the right to be heard at a meaningful time and in a meaningful manner’”].) In accordance with
9 the foregoing, it is respectfully submitted that the instant notice Complied with Rule 3.769 and,
10 as a result, the Settlement Class Members' due process rights were fulfilled.

11 **4. *The Contingent Nature of Class Counsels' Representation of Plaintiffs***
12 ***and the Settlement Class Further Supports the Fee Award at 1/3 of the***
13 ***Common Fund***

14 An additional factor militating in favor of the granting of the requested fee award is the
15 fact that this case was both legally and financially risky for Class Counsel. (*See Vizcaino v.*
16 *Microsoft Corp* (9th Cir. 2002) 290 F.3d 1043, 1048-49.) Class Counsel have been representing
17 the Settlement Class in this matter on a strictly contingency basis, and as such, incurred the risk
18 of non-recovery after a substantial investment of time, money, and resources, and have done so
19 since the inception of this case without any payment or compensation. Specifically, there was the
20 prospect of enormous cost inherent in this class action litigation, as well as the prospect of a
21 prolonged battle with one of the largest and most well-funded corporations who were represented
22 by an experienced large law firm; the risk that Defendant could prevail on their arguments that the
23 Settlement Class should not be certified; and the risk that Defendant could prevail on the merits
24 of some or all of the claims.

25 If Plaintiffs had lost this case, Class Counsel would have recovered nothing, and would
26 have lost its out-of-pocket costs.

27 Finally, the absence of any valid objections to the requested fee award, coupled with the
28 99.96% Class participation rate, also supports the appropriateness and reasonableness of the

1 requested attorneys' fees. (*In re Heritage Bond Litigation* (C.D. Cal., June 10, 2005, No. 02-ML-
2 1475 DT) 2005 WL 1594403, at *21 ["The absence of objections or disapproval by class members
3 to Class Counsel's fee further supports finding the fee request reasonable."].)

4 5. *A Lodestar Cross-Check Confirms the Reasonableness of the Fee*
5 *Award*

6 Despite recognized limitations of the so-called lodestar method, some California and
7 federal courts acknowledge the utility of a lodestar "cross-check."¹(*Lealao, supra*, 82 Cal.App.
8 4th at 46-47.) Under the "lodestar multiplier" method of cross-checking the reasonableness of
9 attorneys' fees in class actions, the court ascertains Class counsel's total "lodestar" amount by
10 multiplying the number of hours reasonably expended by each attorney or legal staff member by
11 their hourly rates, and then enhances or reduces this lodestar figure by a "multiplier" to account
12 for a range of factors, such as the novelty or difficulty of the case, its contingent nature, and the
13 degree of success achieved. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-96; *Press*
14 *v. Lucky Stores, Inc.* (1983) 34 Cal.3d 311, 322; *Lealao, supra*, 82 Cal.App.4th at 43 [court has
15 discretion to use a multiplier to ensure that the "fee awarded is within the range of fees freely
16 negotiated in the legal marketplace in comparable litigation"].)

17 Historically, California courts have approved multipliers of 1.5 to 4. *See Coalition for Los*
18 *Angeles County Planning v. Board of Supervisors* (1977) 76 Cal.App.3d 241, 251 (**multiplier of**
19 **2+ approved**); *Sternwest Corp v. Ash* (1986) 183 Cal.App.3d 74, 75. The multiplier requested by
20 Class Counsel below is within the range of multipliers found to be appropriate by various federal
21 and state courts in California. In *Sternwest Corp. v. Ash* (1986) 183 Cal.App.3d 74, for instance,
22 the Court of Appeal remanded for a lodestar enhancement of "**two, three, four or otherwise.**" *Id.*
23 At 76; *see also Wershba*, 91 Cal.App.4th at 255 ("**Multipliers can range from 2 to 4 or even**
24 **higher**"); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 83 (**affirming 2.34**
25 **multiplier**); *Coalition for Los Angeles County Planning in the Pub. Interest v. Board of*

26
27 ¹ In practice, the lodestar method is difficult to apply, time-consuming to administer, inconsistent in result, and
28 capable of manipulation. In addition, the lodestar creates inherent incentive to prolong the litigation until sufficient
hours have been expended. Herr, David F., *Manual for Complex Litigation*, § 14.121 (1988); *See also In re Activision*
(N.D. Cal 1989) 723 F.Supp 1373.

Supervisors, 76 Cal.App.3d 241, 251 (**affirming multiplier of approximately 2**); *Craft v. County of San Bernardino*, 2008 U.S. Dist. LEXIS 27526 (C.D. Cal. Apr. 1, 2008) (**applying 5.2 multiplier**); *See also Steinder v. Am. Broadcasting Co., Inc.* (9th Cir. 2007) 248 Fed. Appx. 780, 783 (**approving multiplier of 6.85** and citing cases with comparable or higher multipliers); *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 (finding no abuse of discretion in **awarding a multiplier of 3.65**). In *Torchia v. WW Grainger, Inc.* (E.D. Cal. 2014) 304 F.R.D. 256, 275-278, a federal magistrate in Fresno approved attorneys' fees of \$550,000 **constituting a 3.57 multiplier** on class counsel's total lodestar of \$153,856, in a wage and hour class action where class counsel expended 457.85 hours on the case, engaged in limited formal discovery, and where the case settled for \$2,750,000 within one year from filing the Complaint with 909 class members claiming \$1,305,200 and the remainder, except for the attorneys' fees and costs, reverting to the company.

As set forth in the declarations of Class Counsel submitted herewith, the actual aggregated lodestar between the attorneys working on this case is approximately \$471,569.50, resulting in a small multiplier of only **2.47**, which is summarized in the following table and the declaration of Class Counsel:

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	13 years	\$700	95	\$66,500.00
Carlos Garcia (paralegal)	13 years	\$150	15	\$2,250
Joshua Falakassa	12 years	\$675	86.5	\$58,387.50
Drew Lewis	9 years	\$725	115.3	\$83,592.50
Dan Schnebly	21 years	\$1,000	22.7	\$22,700.00
Drew Lewis, PC Paralegals	N/A	\$200	32.6	\$6,520.00
Paul Haines	18 years	\$925	65.9	\$60,957.00
Fletcher W. Schmidt	13 years	\$825	59	\$48,675.00

Matthew K. Moen	10 years	\$725	55.1	\$39,947.50
Susan J. Perez	6 years	\$550	34.4	\$18,920.00
Haines Law Group Paralegals	N/A	\$175	12.4	\$2,170.00
Marcus J. Bradley	31 years	\$975	34	\$33,150.00
Lirit A. King	18 years	\$850	20	\$17,000.00
Emilie MacLean	2 years	\$600	18	\$10,800.00
Total Lodestar				\$471,569.50

(See Bokhour Decl. ¶ 17, Falakasa Decl. ¶ 19, Lewis Decl. ¶ 13, Haines Decl. ¶¶ 19 & 21, Bradley Decl. ¶ 29.)

The hourly rates for the attorneys above are below market rate (i.e., the Laffrey Matrix at www.laffreymatrix.com indicates that the rates range from \$473/hour for a 2-year attorney to \$1,141/hour for attorneys with 20-plus year's experience). Moreover, the Wolters Kluwer 2017 Real Rate Report ("Real Rate Report") provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data: 25.8 million billing entries and 23.9 million hours billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees billed. (See Wolters Kluwer's ELM Solutions, Inc., 2017 Real Rate Report). The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area, which is based on billing entries for 1,125 partners and 1,566 associates, the Real Rate Report states that: (a) the rates for partners in Los Angeles is between \$640 and \$869.75 per hour for the middle and upper quartiles, and (b) the rates for associates in Los Angeles is between \$478.74 and \$638.97 for the median and upper quartiles. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, reviews, or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms. These numbers are not surprising given that a 4-year-old article in the National Law Journal stated that in **2014** partners in Los Angeles charge an average of \$665,

1 while the average associate rate is \$401. (Sloan, \$1,000 Per Hour Isn't Rare Anymore; Nominal
2 Billing Levels Rise, But Discounts Ease Blow (2014) Nat. Law Journal.)². (Lewis Decl. ¶ 15.)

3 Thus, not only are Plaintiffs' Counsel's rates reasonable and typical, but the attorneys' fees
4 requested are in line with Plaintiffs' Counsel's lodestar, all confirming that the fee request is fair
5 and reasonable.

6 Class Counsel are also highly experienced in Class/PAGA litigation, including having
7 been selected as a "Super Lawyer" in employment litigation on multiple occasions and having
8 achieved one of the largest settlements in California in 2021, 2022 and 2023. (Bokhour Decl. ¶¶
9 2-6; Falakassa Decl. ¶¶ 3-8). Indeed, Class Counsel's rates are typical of those charged by defense
10 counsel with similar experience doing similar employment litigation in this region.

11 **6. Public Policy Considerations Require the Award of Adequate Fees So**
12 **Competent and Experienced Counsel Will Undertake Such**
13 **Representations**

14 In many complex actions such as this one, able counsel for plaintiffs can be retained only
15 on a contingent basis. A large segment of the public would be denied a remedy and the ability to
16 retain counsel to pursue low-value individual claims in actions such as the current case if fees
17 awarded by the courts in successful cases did not fairly and adequately compensate counsel for
18 the services provided, the serious risks undertaken, and the delay before any compensation is
19 received.

20 Fair fee awards in successful cases ensure that competent legal services will be available.
21 The complexity and societal importance of this type of litigation calls for the most able counsel
22 obtainable for plaintiffs. To encourage first-rate attorneys to represent plaintiffs on a contingent
23 basis in this type of important litigation, attorneys' fees awarded should reflect this goal. In its
24 landmark decision, *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, a unanimous Supreme Court
25 noted:

26
27
28 ² The article notes that at Irell & Manella, the average partner rate is \$890/hr; Mannatt, Phelps & Phillips is \$740/hr;
O'Melveny & Meyers is \$715/hr; and Jeffer Mangels Butler & Mitchell is \$690/hr. *Id.*

1 “Thirty years ago commentators, in urging the utility of the class suit to vindicate
2 the rights of stockholders, made this incisive observation: ‘Modern society seems
3 increasingly to expose men to . . . group injuries for which individually they are in
4 a poor position to seek legal redress, either because they do not know enough or
5 because such redress is disproportionately expensive. If each is left to assert his
6 rights alone if and when he can, there will at best be a random and fragmentary
7 enforcement, if there is any at all. This result is not only unfortunate in the particular
8 case, but it will operate seriously to impair the deterrent effect of the sanctions which
9 underlie much contemporary law. The problem of fashioning an effective and
10 inclusive group remedy is thus a major one.’ [Citation.]” (*Vasquez v. Superior
11 Court, supra*, 4 Cal.3d 800, 807.)

12 The same rationale applies to this litigation. The express judicial policy of California is to
13 favor the maintenance of these types of representative actions. (See, e.g., *Sav-On Drug Stores,
14 Inc. v. Superior Court* (2004) 34 Cal.4th 319, 340; *Pearce v. Superior Court* (1983) 149
15 Cal.App.3d 1058, 1065; *Kraus v. Trinity Management Services, Inc.* (2000) 23 Cal.4th 116, 126.)

16 One of the purposes for awarding fees in such a situation is:

17 “[E]ncouragement of the attorney for the successful litigant, who will be more willing to
18 undertake and diligently prosecute proper litigation for the protection of recovery of the
19 fund if he is assured that he will be promptly and directly compensated should his efforts
20 be successful.” (*In re Stauffer’s Estate* (1959) 53 Cal.2d 124, 132.)

21 Conversely, a reduction in attorneys’ fees due to the size of the settlement in this case
22 would create perverse incentives for class action attorneys—effectively penalizing them for
23 obtaining more favorable results on behalf of the class. Public policy would be best served by
24 encouraging class action attorneys to recover the greatest amount reasonably possible on behalf
25 of the injured class members. The award of attorneys’ fees as requested by Class Counsel would
26 properly reward Class Counsel’s efforts in advancing a ‘clear public policy’ and would encourage
27 additional such efforts. These important public policy considerations support the Court’s approval
28 of the fee requested.

24 **VII. THE REQUESTED COSTS AND SERVICE PAYMENT ARE REASONABLE**

25 **A. The Requested Costs Are Reasonable and Merit Approval**

26 Class Counsels’ actual costs through the final approval hearing are estimated to be
27 \$38,142.15, as reflected on the following chart:

Firm	Costs
Drew Lewis, PC	\$10,402.25
Bokhour Law Group, P.C.	\$16,331.91
Haines Law Group, APC	\$7,894.17
Bradley/Grombacher, LLP	\$3,513.82
TOTAL	\$38,142.15

(Lewis Decl. ¶ 20, Bokhour Decl. ¶ 21, Haines Decl. ¶ 20, Bradley Decl. ¶ 37.)

These costs include mediation, filing, expert, and process service fees. They are reasonable and uncontested.

B. The Requested Class Representative Service Payment is Reasonable and Merits Approval

A named Plaintiff is an essential ingredient of any class action, and a service payment is appropriate to induce individuals to step forward and assume the burdens and obligations of representing the settlement class. Courts regularly approve service payments to compensate named plaintiffs for their service to the class and the risks they incurred during the course of the litigation. (*See, e.g., Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding “service payments” to named Plaintiffs for their efforts in bringing class action); *Rodriguez v. West Publishing* (9th Cir. 2009) 563 F.3d 948, 959 (stating that incentive awards are “intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.”)).

Under the Settlement, Defendant agreed to pay the Class Representative a Service Payment in the amount of \$7,500 in recognition of their contributions as the Class Representative. Plaintiffs came forward and undertook significant risk, including the risk of being blackballed in the industry, losing their jobs, and the risk that they could have been liable for Defendant’s costs if they lost the case. This factor is significant for a relatively low wage earner, and the potential risk is very real. (*See Whiteway v. FedEx Kinkos Office & Print Svcs., Inc.* (N.D. Cal. Dec. 17, 2007) No. C 05-2320 SBA, 2007 WL 4531783, at *3 (“the few courts

1 to consider this ‘class representatives’ dilemma’ have not found it inequitable to assess costs
2 upon the lead or named Plaintiffs in a class action.”.)

3 As further detailed in Plaintiffs’ Declarations in Support of Preliminary Approval of
4 Class Action Settlement on file with this Court, Plaintiffs committed a significant number of
5 hours to assist with the investigation, litigation, settlement processes of this case to assist on the
6 matter. (Valle Decl. ¶ 8, Castillo Decl. ¶¶8-9, Martinez Decl. ¶ 7, Balbuena Decl. ¶¶ 14-18 &
7 22, Sohal Decl. ¶¶ 12-16, 20.) Plaintiffs also spent considerable time to help prepare for and aid
8 in the mediation. (*Id.*) Finally, Plaintiffs have entered into a general release of all claims against
9 Defendant, whereas the Settlement Class Members only released the claims alleged. (Lewis
10 Decl. ¶ 1; Exhibit A [Settlement Agreement Section §§ 5.1-5.4]) The requested Class
11 Representative Service Payment of \$7,500 to Plaintiffs is reasonable, particularly in light of the
12 substantial benefits Plaintiffs generated for the Settlement Class Members, the risks they
13 undertook, and in exchange for executing a general release against Defendant while giving up
14 the right to separately pursue their individual wage and hour claims.

15 The Notice Packet sent to each Settlement Class Member detailed the proposed Class
16 Representative Service Payment. No Settlement Class Member objected to the proposed
17 payment to Plaintiffs. Thus, Plaintiffs request that the Court approve the service payments
18 because it is both reasonable and appropriate.

19 **VIII. OTHERS MATTERS RE: FINAL APPROVAL**

20 **A. Settlement Administration Costs**

21 The parties agreed that the Settlement Administrator, Phoenix Settlement
22 Administrators, would be compensated for services performed. The Settlement Administrator’s
23 requested fee is \$32,000. (Brown Decl. ¶ 18.)

24 **B. Uncashed Checks**

25 The Settlement Agreement provides that the funds from un-cashed checks should be
26 remitted to Central California Legal Services and The Salvation Army, split equally, as the
27 designated *cy pres*. Central California Legal Services is a 501(c)(3) which provide free legal
28 assistance to low-income individuals in Fresno, Merced, Tuolumne, Mariposa, Tulare, and Kings

Counties. (Lewis Decl. ¶ 23.) This includes assisting low-income individuals with employee issues, as well as issues involving healthcare, housing, protecting families and seniors from violence and consumer fraud, and helping veterans overcome barriers to employment. (*Id.*)

C. Final Report

Defendant has fourteen (14) days after the deadline to file an appeal on Final Approval of the Settlement has passed to fund the Settlement to the Settlement Administrator, who then has seven (14) days thereafter to process the funds and issue checks to the Settlement Class Members. Settlement Class Members will have 180 days to cash their checks. As such, the parties propose submitting a final report in the form of a declaration from the Settlement Administrator (setting forth the money that was actually paid to the Settlement Class Members and potentially the state's unclaimed property department) within 30 days of the check-cashing deadline.

D. Submission to the LWDA

As set forth in the Declaration of Mehrdad Bokhour in Support of Preliminary Approval of Class Action Settlement, the Settlement was previously submitted to the LWDA in accordance with Labor Code § 2699(1)(2).

IX. CONCLUSION

Plaintiffs respectfully submit that the Settlement is fair, adequate, and reasonable and merits approval. This Motion is unopposed by Defendant. Based on the foregoing, Plaintiffs request that the Court grant this Motion and finally approve the Settlement.

DREW LEWIS, PC

Dated: April 7, 2025

By: _____


Drew Lewis
Attorney for Plaintiff(s)