

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff MONICA MELISSA GUTIERREZ,
Individually and on behalf of all others similarly situated

[Additional counsel listed on next page]

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE**

ADAM BADIS, ANGELICA REYES, and
MONICA MELISSA GUTIERREZ,
individually, and on behalf of other
members of the general public similarly
situated;

Plaintiffs,

vs.

COPAN DIAGNOSTICS INC., a New
York corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. CVRI2203991

CLASS ACTION

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 6, 2025

Time: 8:30 a.m.

Dept.: 1

Judge: Hon. Harold W. Hopp

Badis Action Filed: September 14, 2022

Badis FAC Filed: December 19, 2022

Badis SAC Filed: December 15, 2023

Badis TAC Filed: December 18, 2024

1 Tae Kim (SBN 210465)
Dawn Collins (SBN 193447)
2 **COLLINS KIM LLP**
515 S. Flower St., 18th Floor
3 Los Angeles, CA 90071
Tel: (213) 341-0238 / Fax: (213) 341-0239

4 *Attorneys for Plaintiffs*
5 Adam Badis and Angelica Reyes

6 Edwin Aiwarzian (SBN 232943)
Vartan Madoyan (SBN 279015)
7 Matthew Soto (SBN 353499)
8 **LAWYERS for JUSTICE, PC**
450 North Brand Blvd Suite 900
9 Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

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11 Attorneys for Plaintiff Adam Badis
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1 **NOTICE OF MOTION**

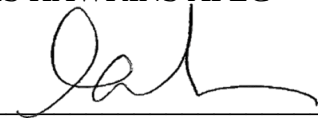
2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD, NOTICE IS**
3 **HEREBY GIVEN** that, on June 6, 2025 at 8:30 a.m., or as soon thereafter as the matter may be
4 heard in Department 1 of the above-entitled Court, located at 4050 Main St, Riverside, California
5 92501, Representative Plaintiffs Adam Badis, Angelica Reyes, and Monica Guitierrez hereby
6 applies to this Court for an Order:

- 7 1. Granting final approval of the (1) Joint Stipulation re: Class Action Settlement, (2) the
8 Amendment to the Joint Stipulation of Class Action Settlement And Release, and (3)
9 the Second Amendment to the Joint Stipulation of Class Action Settlement and Release
10 (collectively the “Settlement”);
11 2. Awarding attorneys’ fees and costs to Class Counsel;
12 3. Awarding PAGA Penalty Payments to the LWDA and PAGA Group Members;
13 4. Awarding Enhancement payment to the Representative Plaintiffs; and
14 5. Awarding reimbursement of settlement administration fees and costs.

15 This Motion is based upon this Notice of Motion and Motion, the accompanying
16 Memorandum of Points and Authorities, the Declaration of Counsel James Hawkins, Esq., Tae
17 Kim, Esq., Vartan Madoyan, Esq., and exhibits thereto, the Declarations of Plaintiffs Adam Badis,
18 Angelica Reyes, and Monica Gutierrez, the Declaration of Laura Singh of CPT Group, and exhibits
19 thereto, and the complete files and records of this action, and any oral argument and documentary
20 evidence as may be presented to the Court at the hearing of this Motion.

21 Dated: May 14, 2025

JAMES HAWKINS APLC

22
23 By:  _____

24 James Hawkins, Esq.

25 Gregory Mauro, Esq.

26 Michael Calvo, Esq.

27 Lauren Falk, Esq.

Ava Issary, Esq.

Attorneys for Representative Plaintiffs

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION AND PROCEDURAL HISTORY**

3 Plaintiffs Adam Badis, Angelica Reyes, and Monica Gutierrez (“Plaintiffs” or “Class
4 Representatives”) respectfully moves for Final Approval of the Class action settlement.

5 On January 17, 2024, Plaintiffs Badis and Reyes and Defendant Copan Diagnostics Inc.,
6 (“Defendant”) participated in private mediation with professional neutral mediator Lisa Klerman,
7 Esq. The settlement negotiations were at arm’s length and, although conducted in a professional
8 manner, were adversarial. The parties went into the mediation willing to explore the potential for
9 a settlement of the dispute, but each side was also prepared to litigate their position through trial
10 and appeal if a settlement had not been reached. After extensive negotiations and discussions
11 regarding the strengths and weaknesses of Plaintiffs’ claims and Defendant’s defenses, a
12 settlement was reached by the parties by way of a mediator’s proposal the following week.¹

13 Shortly thereafter, Defendant informed Plaintiff Badis and Reyes counsel that there may
14 be overlap between the two pending Gutierrez actions with the Badis and Reyes class action.
15 Plaintiffs Badis’ and Reyes’s counsel reached out to Plaintiff Gutierrez’s counsel to discuss the
16 scope of the overlap. Plaintiffs’ counsels then agreed to a second mediation session with Ms.
17 Klerman, which took place on April 5, 2024. While the Gutierrez cases did not settle during the
18 mediation, a settlement was ultimately reached by way of a mediator’s proposal the following
19 week.²

20 On January 16, 2025, this Court granted Preliminary Approval of the Settlement
21 Agreement, the Notice dissemination program, and appointed Tae Kim of Collins Kim, Edwin
22 Aiwarzian of Layers for Justic PC., and Gregory Mauro and James Hawkins of James Hawkins
23 APLC as Class Counsel. A copy of the Preliminary Approval Order has been posted on the claims
24 administration website for public viewing.³

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27 ¹ Declaration of James Hawkins In Support of Final Approval (“Hawkins Decl.”) ¶ 2.

28 ² *Id.*, ¶ 3.

³ *Id.*, ¶ 4.

1 Claims Administrator CPT Group, Inc., carried out the Court-approved Notice program as
2 required by the Court's Order. To date, **no objections have been raised and no Class Members**
3 **have opted out.**⁴ These results demonstrate the overall tremendous support for this Settlement
4 which represents a 100% participation rate.⁵ As a result of the successful Notice campaign, the
5 compendium of information available to the Parties and their counsel, and Class Counsel's and
6 Class Members' support for this Settlement as fair and reasonable, it now merits final approval.

7 **II. SUMMARY OF SETTLEMENT AND NOTICE PROCESS**

8 Under the preliminarily-approved Settlement, Defendant will pay \$1,235,000.00 ("Gross
9 Settlement Fund" or "GSF") for the release of Class Members' claims: only those claims actually
10 alleged in the action or that could have been alleged based on the facts stated in the operative
11 Complaint, consistent with principles of *res judicata*. (See, *Rangel v. PLS Check Cashers of*
12 *California, Inc.*, 899 F.3d 1106 (9th Cir. 2018)).⁶ Further key terms include:

13 **Class Definition.** The Class consists of "All current and former hourly-paid or non-exempt
14 employees who worked for any of the Defendants within the State of California at any time during
15 the period from September 14, 2018 to January 15, 2025 and who reside in California."

16 **Subclass A:** All class members who were required by Defendants to stay on
17 Defendants' premises for rest breaks.

18 **Subclass B:** All class members who were scheduled to work under an alternative
19 workweek schedule.

20 **Subclass C:** All Class Members who are or were employed by Defendant at any
21 time after October 24, 2022.

22 The Settlement Class partially excludes and partially includes certain class members who
23 have worked as Field Service Engineers during the Class Period as follows:

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26 ⁴ Declaration of Laura Singh on Behalf of CPT Group, Inc., In Support of Final Approval ("Singh Decl.") ¶11.

27 ⁵ *Id.*, ¶ 14.

28 ⁶This Motion occasionally cites federal case law and commentaries thereon which construe authority for conditional class certification and settlement approval in California courts. The California Supreme Court has authorized and urged California's trial courts to use federal resources for guidance in considering class issues. *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971); *Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

1 Field Service Engineers (FSE) Settlement [Gillette v. Copan Diagnostics,
2 Inc., Case No. CVRI-2105284 (the “FSE Action”): The FSE Action is a
3 prior class action settlement brought by Defendants’ Field Service Engineer
4 (FSE) employees who physically performed work for Defendant in the State
5 of California from November 19, 2017 through April 25, 2023. On April
6 25, 2023, the Court issued its Order Granting Preliminary Approval of the
7 FSE Class Settlement (Field Service Engineers Settlement). The Field
8 Service Engineers Settlement settles and releases all claims of FSEs who
9 worked in California during the period of November 19, 2017 through April
10 25, 2023.

11 The Field Service Engineers Settlement partially overlaps the settlement in the Action. The
12 overlap in this Action is the period from September 14, 2018, until April 25, 2023.

13 **FSE Class Period Exclusion:** FSEs who were included in the Field Service Engineer
14 Settlement, will be excluded from the settlement and not be included as members of the class for
15 the period in this Action that was released in the Field Service Engineer Settlement, which for the
16 avoidance of doubt, the Exclusion Period is the period of September 14, 2018, until April 25, 2023.

17 **FSE Class Period Inclusion:** Field Service Engineer employees who were included in the
18 Field Service Engineer Settlement, will be included in this settlement and will be included as Class
19 Members for the period that was not released in the Field Service Engineer Settlement, which for
20 the avoidance of doubt, is the Inclusion Period of April 26, 2023, to the date of the Preliminary
21 Approval Order in this Action.

22 FSE Class Period For FSEs NOT Included in the Field Service Engineer Settlement: Field
23 Service Engineers who were not included in the Field Service Engineer Settlement will be included
24 in the settlement class as defined above.

25 **Net Settlement Fund.** The \$1,235,000.00 gross fund is non-reversionary, such that no
26 amount will revert back to the Defendant. The “Net Settlement Fund” (“NSF”) which is
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1 approximately \$703,450.00,⁷ will be distributed to Class Members who do not opt out and will be
2 calculated by deducting attorneys' fees and costs, PAGA settlement payments, class representative
3 enhancement payments, and claims administrator costs. These distributions are further
4 summarized as follows:

5 **Attorneys' Fees and Costs.** The Settlement provides for an attorneys' fees and costs
6 award of 33% of the settlement amount (i.e. \$ 407,550.00), a typical percentage⁸ in the resolution
7 of common fund wage and hour cases. Class Counsel have devoted numerous hours to and faced
8 significant risk in the prosecution of these matters and, more importantly, made a substantial fund
9 available to a large number of otherwise-underrepresented, low-paid workers. Class Counsel also
10 incurred ordinary litigation costs over the past three years and now seeks costs of \$55,000.00.
11 Noteably, this amount does not account for additional future expenses in overseeing the settlement
12 process, making appearances, filing court documents, ensuring claims administration compliance
13 with this Court's orders, responding to Class Members, etc. Since costs in the amount of
14 \$55,000.00 are reasonable and served to benefit the Class, they warrant reimbursement.

15 **PAGA Penalty Amount.** The Settlement also provides for \$30,000.00 to be paid to settle
16 any and all claims for which penalties under PAGA may be sought or are otherwise available. Of
17 the \$30,000.00 PAGA Penalty Amount, 75% will be paid to the LWDA in the amount of
18 \$22,500.00. The remaining 25% will be paid to the PAGA Group in the amount of \$7,500.00.

19 **Enhancement Awards.** The Settlement also provides for an Enhancement Award to Class
20 Representatives Badis, Reyes, and Gutierrez totaling \$25,000.00 for their time, risk and effort in
21 bringing the lawsuit, representing the large Class, and in consideration for the claims released.
22 Plaintiffs Badis and Reyes requests \$7,500.00 each and Plaintiff Gutierrez Requests \$10,000.00 as
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26 ⁷ Singh Decl., ¶ 15.

27 ⁸See, e.g., *Davis v. The Money Store, Inc.*, Case No. 99AS01716 (Sacramento Super. Ct. 2000) (33 1/3 % fee award);
28 *Haitz v. Meyer, et al.*, No. 572968-3 (Alameda Super. Ct., 1990) (45% fee award); *Ibrahimi v. Walgreen*, (Contra
Costa Super. Ct. 2019) Case No. MSC16-02120) (35% fee award in wage and hour class action); *Rippee v. Boston
Mkt. Corp.*, 2006 U.S. Dist. LEXIS 101136 (S.D. Cal. Oct. 10, 2006) (40% fee award); Exhibit "D" (Compendium of
Settlement Item Awards).

1 an Enhancement Award.⁹ The proposed \$25,000.00 Enhancement Award is also reasonable given
2 the minimal impact these amounts will have on any settling Class Member's level of recovery.

3 **Settlement Administration Costs.** The settlement administration costs of \$14,000.00—a
4 reasonable amount given the size of the Class and the work required to send the Notice, process
5 settlement checks, setting up a settlement website, communicate extensively with Class Members
6 and Class Counsel, and perform post Final Approval administration.¹⁰

7 **Results of the Notice Process.** In accordance with the Court's granting of preliminary
8 approval, the Settlement Administrator sent the Notices by first class mail to all Class Members at
9 their last known addresses, updated using the National Change of Address ("NCOA") Database.
10 As detailed below, when Notices were returned by the post office, the claims administrator
11 researched further, performed "skip traces" and then, when possible, re-mailed those Notices to
12 better mailing addresses. Only 7 Notice Packets out of the 341 Notices were deemed undeliverable
13 – an excellent result in wage and hour actions.¹¹ The deadline for Settlement Class Members to
14 exclude themselves or object to the Settlement was April 1, 2025. **No Class Members have opted**
15 **out and no Class Members objected resulting in 100% participation.**¹²

16 The Participating Class Members are expected to receive an average Individual Settlement
17 Payment currently estimated to be \$2,050.87 and the highest Individual Settlement Payment is currently
18 estimated to be \$6,801.68 with the lowest estimated to be \$20.55.¹³ The average PAGA Payment to
19 the eligible 248 Aggrieved Employees is currently estimated to be \$21.87 and the highest PAGA
20 Share is currently estimated to be \$51.48 with the lowest estimated to be \$0.87.¹⁴ These are
21 significant individual recoveries, particularly in light of the risks of litigation.

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25 ⁹ Hawkins Decl., ¶¶ 30, Exh. 2; Declaration of Tae Kim In Support of Final Approval ("Kim Decl.,") ¶ 21; Declaration
26 of Vartan Madoyan In Support of Final Approval ("Madoyan Decl.,") ¶ 20; Declarations of Plaintiffs Badis, Reyes,
and Gutierrez In Support of Final Approval ¶¶ 4-6.

27 ¹⁰ Singh Decl., ¶¶ 2, 18-19.

¹¹ Singh Decl., ¶¶ 5, 9-10.

¹² *Id.*, ¶¶ 8, 14.

¹³ *Id.*, ¶ 16.

¹⁴ *Id.*, ¶¶ 5, 17.

1 **III. THE SETTLEMENT MERITS FINAL APPROVAL**

2 When evaluating a class action settlement under California Code of Civil Procedure § 382
3 for final approval, a court’s inquiry focuses upon whether the settlement is “fair, adequate and
4 reasonable.” *Wershba v. Apple Computer Inc.*, 91 Cal.App.4th 224, 244-245 (2004); *Dunk v. Ford*
5 *Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). A settlement is “fair, adequate and reasonable” and
6 therefore merits final approval when “the interests of the class are better served by the settlement
7 than by further litigation.” *Manual for Complex Litigation* (4th ed. 2008) § 21.61, 462 (“*Manual*”).
8 These conditions are met here.

9 While the Court possesses “broad discretion” in determining whether a proposed class
10 action settlement is fair, the Court’s inquiry “must be limited to the extent necessary to reach a
11 reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion
12 between, the negotiation Parties, and that the settlement, taken as a whole, is fair, reasonable and
13 adequate to all concerned.” *Dunk*, 48 Cal.App.4th at 1801 (quoting *Officers for Justice Civil Serv.*
14 *Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982)). A court’s approval of a class action settlement will
15 only be reversed for a clear abuse of discretion. *Dunk*, 48 Cal.App.4th at 1802.

16 **A. THE SETTLEMENT IS PRESUMED FAIR**

17 “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-
18 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
19 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
20 is small. *Dunk*, 48 Cal.App.4th at 1802 (citing *Newberg & Conte, Newberg on Class Actions*
21 *(2002)* § 11.41, pp. 11-91). Here, the Settlement clearly meets these points and, as this Court noted
22 in its preliminary approval Order, it is, thus, presumed fair.

23 The Settlement was reached through arm’s-length negotiations. On January 17, 2024, and
24 April 5, 2024, the parties mediated the matter before experienced neutral, Lisa Klerman, a mediator
25 with substantial knowledge of California wage and hour law and class-action procedure. Despite
26 the fact that negotiations at mediation were intense, and the parties were not initially able to come
27 to an agreement, negotiations continued beyond the mediation sessions, ultimately culminating in
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1 the settlement agreement.¹⁵ Class Counsel’s vast experience in class action litigation – across a
2 multitude of industries was a major contributing factor to the success of this settlement. Finally,
3 as discussed *infra*, **zero Class Members objected**, and none opted out. Accordingly, the
4 presumption that the Settlement is fair applies.

5
6 **B. AS THIS COURT PREVIOUSLY FOUND, THE RELEVANT CRITERIA**
7 **SUPPORT FINAL APPROVAL**

8 California Courts consider several factors in deciding whether to grant final approval of a
9 class action settlement, including (1) the amount offered in settlement, (2) the risks inherent in
10 continued litigation, (3) the complexity, expense, and likely duration of the litigation absent
11 settlement, (4) the extent of discovery completed and the stage of the proceedings when settlement
12 was reached, (5) the experience and views of class counsel, and (6) the reaction of class members.
13 *Dunk*, 48 Cal.App.4th at 1801; *Wershba*, 91 Cal.App.4th at 244-45; *Kullar v. Foot Locker Retail,*
14 *Inc.*, 168 Cal.App.4th 116, 119 (2008). Here, evaluation on each of these factors favors final
15 approval of the Settlement.

16 **1. The Value of the Settlement and the Risks Inherent in Continued**
17 **Litigation Favor Final Approval**

18 When evaluating the Settlement for fairness, the Court should weigh the immediacy and
19 certainty of substantial settlement proceeds against the risks inherent in continued litigation. In
20 making a fairness determination, “[t]he most important factor is the strength of the case for plaintiff
21 on the merits, balanced against the amount offered in settlement.” *Kullar*, 168 Cal.App.4th 116,
22 128 (2008). This analysis often includes a comparison of the amount of the proposed settlement
23 with the value of the damages potentially recoverable if successful in further litigation,
24 appropriately discounted for the risk of not prevailing. *Dunk*, 48 Cal.App.4th at 1801-1802; *Girsh*
25 *v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975); *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 617-619

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27 ¹⁵ Indeed, in *Kullar*, the California Court of Appeal agreed that trial courts should give considerable weight to the
28 competency of counsel and the involvement of a neutral mediator. *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App.
4th 116, 129 (Cal. App. 1st Dist. 2008).

1 (N.D. Cal. 1979). As this Court has previously determined, the Settlement is appropriate under the
2 Dunk/Kullar analysis.

3 Plaintiffs estimated the maximum theoretical exposure to be in the range of approximately
4 \$4,593,900.00.¹⁶ This was based on the following calculations:

5 Overtime and Unpaid Wages

6 Based on the average rate of pay at \$20.76 and expert analysis of the time records for
7 unpaid time, unpaid overtime was valued at approximately \$221,650.00. This amount was
8 calculated by reviewing the actual time punch data sample and comparing that data with the pay
9 data to calculate overtime worked that was not paid at the legally required overtime rate of pay,
10 and extrapolating that amount to the rest of the data. Class Counsel's expert consultant further
11 identified shifts for which a shift differential would apply and estimated underpaid wages based
12 on the failure to pay the shift differential.¹⁷

13 This claim is highly contested by Defendant and its counsel. They deny that shift
14 differentials were promised.¹⁸

15 Meal and Rest Breaks

16 Plaintiffs' theory is that due to high pressure work demands and production demands,
17 Plaintiffs and the putative class members were deprived of their meal and rest breaks. Expert
18 analysis of the available 33% of the time data found a range of meal period violation rates
19 ranging from 7.32% to 94% depending on the department. Based on actual time punch data
20 analyses of the data sample, Plaintiffs' expert then extrapolated that amount to the rest of the
21 class, and meal period exposure was calculated at \$581,295. Theoretical rest break exposure was
22 estimated at \$2,296,837.00, by assuming 100% violation rates for each rest break eligible shift of
23 3.5 hours or longer.¹⁹

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27 ¹⁶ Kim Decl., ¶ 8.

28 ¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.*

1 Waiting Time Penalties

2 Plaintiffs' consultant estimated approximately \$895,000 in waiting time penalties. This
3 amount was calculated by multiplying the number of terminated employees by the average
4 hourly rate of pay, by the maximum 30 day penalty.

5 The Settlement obviates the significant risk that this Court may deny certification of all or
6 some of Plaintiffs' claims. Furthermore, even if Plaintiffs obtained certification, continued
7 litigation would be expensive, involving a trial and possible appeals, and would substantially delay
8 and reduce any recovery by Class Members. While Plaintiffs are confident in the merits of the
9 case, a legitimate controversy exists as to each cause of action. Specifically, Plaintiffs contend
10 that due to the nature of Class Members' work, they were consistently denied the opportunity to
11 take timely and uninterrupted meal and rest periods. On the other hand, Defendant denies the
12 allegations set out by Plaintiffs and opposes the merits of this action. First, Defendant asserts that
13 it complied with all of its compensation obligations, and therefore, that Plaintiffs and other Class
14 Members were paid all wages owed. Second, Defendant asserts that it complied with all of its
15 meal period and rest break obligations, had appropriate and compliant policies in place, and thus,
16 that Plaintiffs and other Class Members were provided the opportunity to take all meal periods and
17 rest breaks to which they were entitled. Third, Defendant asserts that it indemnified Plaintiffs and
18 other Class Members for any and all necessary business expenses they incurred, and therefore, that
19 Plaintiffs and other Class Members suffered no actual damage or harm from unreimbursed
20 expenses. Fourth, Defendant asserts that it provided Plaintiffs with accurate wage statements, and
21 therefore, that Plaintiffs and other Class Members suffered no actual damage or harm from any
22 inaccurate wage statements. Fifth, Defendant asserts that Plaintiffs cannot prove Defendant
23 willfully failed to pay all final wages at the time of termination, and thus, that Plaintiffs and
24 other Class Members are not owed waiting time penalties. Sixth, Defendant denies derivative
25 liability on these bases, asserting that it did not engage in any unfair business practices and is
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1 not liable under the PAGA. Last, Defendant denies that Plaintiffs' causes of action are proper
2 for class treatment.²⁰

3 Further, Plaintiffs' PAGA claims faced similar hurdles. With the assistance of an expert,
4 Plaintiffs calculated that at most there were 2,546 pay periods where a statutorily compliant meal
5 period was not reflected in employees' time records. Assuming a PAGA default penalty of \$50 for
6 each of those pay periods, Plaintiffs assert this equals a potential exposure of \$127,300.00 for meal
7 period violations.²¹

8 However, Plaintiffs recognize that this total does not take into account any potential
9 discount by the Court and does not take into account *Donahue*, *Domingo*, and Defendant's
10 evidence of its punch system. A Court may award lesser amounts than the maximum civil penalty
11 based on the facts and circumstances of the matter. Defendant asserts that there are no underlying
12 Labor Code violations and no basis for the award of any penalties under PAGA. For example,
13 Defendant contends that when punch guarding and premiums are taken into account, Defendant
14 has fully complied with California's meal and rest break requirements. Defendant also contends
15 that, even if penalties were awarded for any purported Labor Code violation, penalties under
16 PAGA cannot be stacked: at most, just one PAGA penalty can be awarded to an aggrieved
17 employee in any one pay period. See Labor Code § 2699(f)(2) (authorizing awardable PAGA
18 penalties to be measure by "each aggrieved employee per pay period"); *Smith v. Lux Retail North*
19 *America, Inc.*, No. C 13-01579 WHA, 2013 WL 2932243, at *3-4 (N.D. Cal. June 13, 2013)
20 (emphasis in original) (rejecting a pleading that sought the "stacking of penalties"; "[f]or the single
21 mistake of failing to include commissions in the overtime base, plaintiff has asserted *five* (count
22 them, five) separate labor code violations that could lead to statutory penalties;" "is it plausible
23 that we would really pile one penalty on another for a single substantive wrong?"; noting that "no
24 actual holding in any judicial decision has ever blessed such stacking").²²

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27 ²⁰ Kim Decl., ¶ 9.

28 ²¹ Hawkins Decl., ¶¶ 13-14.

²² *Id.*, ¶¶ 15-16.

1 **2. The Complexity, Expense and Likely Duration of Continued**
2 **Litigation Support Approval**

3 In evaluating for fairness, the Court should weigh the benefits of settlement against the
4 expense and delay involved in achieving an equivalent or even more favorable result at trial. *Young*
5 *v. Katz*, 447 F.2d 431, 433 (5th Cir. 1971); *Kullar*, 168 Cal.App.4th 116, 120 (2008). As California
6 jurists have recognized, there exists “an overriding public policy favoring settlement of class
7 actions.” *Ferguson v. Lieff, Cabraser, Heimann & Bernstein*, 30 Cal.4th 1037, 1054 (2003) (citing
8 *Franklin v. Kayrpo Corp.*, 884 F.2d 1222, 1229 (9th Cir. 1989) (“public policy favor[s] the
9 compromise and settlement of disputes”)). The alternative to a class action, namely numerous
10 individual actions, could tax private and judicial resources for years. Given the relatively modest,
11 though not inconsequential, amount of damages individual class members allegedly incurred, it
12 would be uneconomical to secure individual legal representation, even for those with the resources
13 to do so. But, here, the Settlement provides *all* Class Members, regardless of their means, the
14 opportunity of monetary recovery in a prompt and efficient manner, without the risk of the Court
15 denying class certification and/or finding no liability, and these workers recovering nothing at all.

16 Class Counsel also considered that, even if Plaintiffs prevailed, on both class certification
17 and liability, the remaining processes could be lengthy and costly, potentially including appeals.
18 As such, even a successful judicial resolution at the trial court level can be just the beginning of a
19 lengthy, expensive process, stalling payments to class members for years. This judicial purgatory
20 is compounded by the risk of adverse appellate rulings, which would remand the action to the trial
21 court for further litigation, possibly with negative precedent.²³ The complexity, expense, and delay
22 of continued litigation in this matter supports final approval of the Settlement.

23 **3. The Discovery and Factual Investigation Support Approval**

24 The Settlement comes at a point in the litigation where counsel for both Plaintiff and
25 Defendant had clear views of the strengths and weaknesses of their respective cases. “[T]he extent
26 of discovery completed and the stage of the proceedings” are factors courts consider in determining

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28 ²³ See, e.g., *Chau v. Starbucks Corp.*, 174 Cal.App.4th 688 (2009) (appellate court reversed an \$86 million
 restitution award to a certified class of hourly employees).

1 the fairness, adequacy and reasonableness of a settlement.” *Dunk*, 48 Cal.App.4th at 1794. Class
2 Counsel conducted extensive pre-filing due diligence and engaged in informal discovery.
3 Undoubtedly, the parties have thoroughly investigated, and are sufficiently knowledgeable of the
4 facts to form educated assessments regarding their respective positions and the value of the case.²⁴

5 **4. The Experience and Views of Counsel Favor Final Approval**

6 Class Counsel supports the Settlement as fair, reasonable, and adequate, and believes it in
7 the best interest of the Class as a whole.²⁵ Class Counsel has substantial experience prosecuting
8 complex litigation and/or class action lawsuits, has prosecuted a multitude of such cases involving
9 the same issues as presented here.²⁶ As discussed above, Class Counsel is intimately familiar with
10 the litigation, having conducted extensive investigation and negotiation on behalf of the class. The
11 endorsement by well-informed and qualified counsel of a settlement as fair, adequate, and
12 reasonable is entitled to significant weight. *Dunk*, 48 Cal.App.4th at 1802; *Ellis Naval Air Rework*
13 *Facility*, 87 F.R.D. 15 (N.D. Cal. 1980); *Boyd*, 485 F. Supp 610, 617 (N.D. Cal. 1979).

14 **5. The Class Members’ Reaction Favors Final Approval**

15 Finally, when determining if a settlement is reasonable, a court looks to “the reaction of
16 class members to the proposed settlement.” *Dunk*, 48 Cal.App.4th at 1801; *Wershba*, 91
17 Cal.App.4th at 244-245; *Kullar*, 168 Cal.App.4th at 119. Here, Class Members’ response to the
18 Settlement has been favorable; there are zero opt outs and objections. The lack of any objections and
19 opt-outs speaks volumes about the fairness, reasonableness, and adequacy of this Settlement. Class
20 Members’ reaction thus shows tremendous support for the Settlement. Accordingly, the Settlement
21 as a whole is presumed to be fair, reasonable, and adequate, and the Court should grant final approval of
22 the Settlement in its entirety. *Dunk*, 48 Cal.App.4th at 1802.

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26 ²⁴ Hawkins Decl., ¶¶ 5-18; Kim Decl., ¶ 2-4, 6, 8-9; Madoyan Decl., ¶¶ 6-9.

27 ²⁵ “When approving class action settlements, the court must give considerable weight to class counsel’s opinions due
to counsel’s familiarity with the litigation and its previous experience with class action lawsuits.” *Alberto v. GMRI,*
Inc., Not Rpt’d in F. Supp. 2d, 2008 WL 4891201 (E.D. Cal. 2008) (citing *Officers for Justice*, 688 F.2d at 625 and *In*
re Washington Public Power Supply System Securities Litigation, 720 F. Supp. 1379, 1392 (D. Ariz. 1989)).

28 ²⁶ Hawkins Decl., ¶¶ 20-24; Kim Decl., ¶¶ 17-18; Madoyan Decl., ¶¶ 14-18.

1 **IV. THE COURT-ORDERED NOTICE PROGRAM IS CONSTITUTIONALLY**
2 **SOUND AND HAS BEEN FULLY IMPLEMENTED**

3 California statutory and case law vests the Court with discretion in fashioning an
4 appropriate notice program. *Cal. Civ. Code* § 1781; *Cartt v. Superior Court*, 50 Cal.App.3d 960,
5 973-974 (1975). To protect the rights of absent class members, the parties must provide the class
6 with the best notice practicable, but due process does not require actual notice to parties who
7 cannot reasonably be identified. *See, Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-812
8 (1985); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (U.S. 1974); *Manual* § 21.311, n. 882 at 432;
9 *Cal. Rules of Ct., Rule 3.766(d)*.

10 The Court-approved Notice program met this standard and has now been fully
11 implemented. The Settlement Administrator mailed the Notice Package to the entire class on
12 February 14, 2025. Only 7 Notice Packets out of the 341 Notices were deemed undeliverable. This
13 is unquestionably an excellent result.²⁷ Moreover, the lack of objections and opt-out requests to
14 the Settlement demonstrates that the Class does overall support the Settlement. It is a good result
15 for those Class Members who were harmed.

16 **V. AN AWARD OF ATTORNEYS' FEES AND COSTS IS APPROPRIATE**

17 **A. A COMMON FUND FEE AWARD IS WARRANTED**

18 Public policy promotes approval of fee requests since “[t]he function of an award of
19 attorney’s fees is to encourage the bringing of meritorious...claims which might otherwise be
20 abandoned because of the financial imperatives surrounding the hiring of competent counsel.” *City*
21 *of Riverside v. Rivera*, 477 U.S. 561, 578 (1986) (internal quotation marks and citations omitted).
22 Additionally, attorneys’ fees are awarded based on the value of the common benefit made available
23 to the class, regardless of whether the settlement contains a reversion provision. *Williams v. MGM-*
24 *Pathe Communs. Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997); *Boeing Co. v. Van Gemert*, 44 U.S.
25 472, 480-81 (1980). In this case, there will be no reversion of any kind to the Defendant, further
26 rendering the fees request appropriate.

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²⁷ Singh Decl., ¶¶ 8,10.

Specifically, the Settlement provides for an attorneys' fee award of 33% of the Gross Settlement (i.e. \$407,550.00)²⁸, a typical percentage in the resolution of common fund cases.²⁹ Class Counsel has devoted numerous hours to and faced significant risk³⁰ in the prosecution of this matter and, more importantly, made a substantial fund available to a large number of otherwise-underrepresented, low-paid workers.

The "common fund" method, or "percentage-of-the-benefit" analysis, calculates attorneys' fees based on a percentage of the common benefit to the class. *In re Consumer Privacy Cases*, 175 Cal.App.4th 545 (2009); *Serrano v. Priest*, 20 Cal.3d 25 (1977). In cases where a common fund has been created—i.e., where each class member will "receive a mathematically ascertainable payment"³¹—California state courts,³² the Ninth Circuit³³ and the United States Supreme Court³⁴ agree that awarding attorneys' fees as a percentage of the common fund is the proper method.³⁵

The *Serrano* factors further justify the common fund fee award.³⁶ *Serrano* explained the trial courts may consider additional factors when considering a fee award: (1) time and labor required, (2) the contingent nature of the fee agreement, (3) extent to which the nature of the litigation precluded other employment by the attorneys, (4) experience, reputation, and ability of

²⁸ The Attorneys' fees will be allocated as follows: \$200,557.50 to Collins Kim LLP, \$107,992.50 to Lawyers for Justice PC and \$100,000.00 to James Hawkins APLC. Hawkins Decl., ¶25

²⁹ See, e.g., *Barbosa v. Cargill Meat Solutions Corp.*, 2013 U.S. Dist. LEXIS 93194 (E.D. Cal. 2013) (33% fee award of gross fund); *Boyd v. Bank of Am. Corp.*, No. SACV 13-0561-DOC, 2014 WL 6473804, at *9 (C.D. Cal. 2014) (33 1/3% fee award in wage and hour class action); *Morris v. Lifescan, Inc.* 54 Fed.Appx. 663 (9th Cir. 2003) (affirming 33% fee award); *Savage v. California Family Health LLC*, Case No. 34-2016-00192282-CU-OE-GDS (Sacramento Super. Ct. 2017) (1/3 fee award in wage and hour class action); *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482 (E.D. Cal. 2010) (33 1/3% award in wage and hour class action)

³⁰ Class Counsel undertook this matter solely on a contingent basis, with no guarantee regarding the potential duration of the litigation or even the ultimate reimbursement of fees or costs. Looking, *ad hoc*, at the fact that if a settlement did occur, that doesn't change the risks accepted at the inception of the case or at any point along its timeline. Nor, looking more broadly, does it account for the countless cases that do not settle, do not settle well and/or are dismissed after sometimes thousands of hours of work thereon.

³¹ *Vasquez*, 266 F.R.D. 482 at *491 (E.D. Cal. 2010).

³² *Lealao v. Beneficial California*, 82 Cal.App.4th 19 (2000); *Serrano v. Priest*, 20 Cal.3d 25 (1977).

³³ *Staten v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003); *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000).

³⁴ The United States Supreme Court has always computed common fund fee awards on a percentage of the fund basis. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 100 S.Ct. 745 (1980); *Central Railroad & Banking Co. of Georgia v. Pettus*, 113 U.S. 116, 5 S.Ct. 387 (1885); *Sprague v. Ticonic Nat'l Bank*, 307 U.S. 161, 59 S.Ct. 777 (1939).

³⁵ A lodestar approach (enhanced by a multiplier) can be used as an alternative to the common fund theory when "there is no way to gauge the net value of the settlement or any percentage thereof." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998).

³⁶ *Serrano v. Priest*, 20 Cal.3d 25 (1977); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794 (1996).

1 the attorneys who performed services in the litigation and their displayed skill, (5) amount involved
2 and the results obtained, and (6) the informed consent of the client to the fee agreement. *Serrano*,
3 20 Cal.3d at 49.

4 **1. Time and Labor**

5 Class Counsel has invested considerable amounts of time and labor in litigating the Class'
6 claims, incurring approximately 570 hours in prosecuting this litigation.³⁷ In so doing, Class
7 Counsel drew on their collective experience litigating wage and hour class actions against
8 employers very much like this one in order to minimize wasted effort. Class Counsel's efforts
9 include, *inter alia*, conducting written discovery (both formal and informal), production and
10 review of documents, obtaining data for mediation, interviews with putative Class Members, two
11 days of mediation sessions and hard-fought negotiations.³⁸

12 **2. Contingent Nature of Fees, Preclusion of Other Employment and** 13 **Informed Consent of Plaintiffs**

14 The fee award is further supported by the contingency risk assumed in prosecuting the
15 case.³⁹ The California Supreme Court has recognized that attorney fee awards should be enhanced
16 to compensate attorneys for the risks of loss involved in contingency cases. *Ketchum v. Moses*, 24
17 Cal.4th 1122, 1133 (2001); *Graciano v. Robinson Ford Sales, Inc.*, 144 Cal.App.4th 140, 154
18 (2006); *See also, In re Consumer Privacy Cases*, 175 Cal.App.4th at 556.

19 Class Counsel undertook this matter solely on a contingent basis, with no guarantee
20 regarding the potential duration of the litigation or the ultimate recovery of fees or costs. While
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22 ³⁷ Hawkins Decl., ¶27; Kim Decl., ¶14; Madoyan Decl., ¶12.

23 ³⁸Attorney fee awards in common funds cases are intended to compensate class counsel for work performed both
24 before *and after* the date of judgment. In nearly every class action, the efforts during litigation and in pursuing approval
25 of the settlement are only part of the overall work picture. Post-judgment, class counsel is required to stay in close
26 contact with the claims administrator to ensure payment of the settlement proceeds, to communicate with class
27 members, with their CPAs (regarding the tax treatment of settlement proceeds), even with other attorneys, to report
28 compliance with the terms of the Court's final approval order thereon and myriad other tasks. Although rarely
discussed in connection with requests for attorneys' fees and costs, it's not unusual for some of these efforts to take
place years after judgment. With a class of this magnitude, these are efforts that will assuredly be required by Class
Counsel.

³⁹California courts "agree...that 'riskiness,' difficulty or contingent nature of the litigation is a relevant factor in
determining a reasonable attorney fee award." *Salton Bay Marina, Inc.*, 172 Cal.App.3d at 955 (citing *La Mesa-Spring
Valley School Dist. of San Diego County v. Nobuo Otsuka*, 57 Cal. 2d 309, 316 (1962); *See also, In re Quantum Health
Resources, Inc. Sec. Litig.*, 962 F. Supp. 1254, 1257 (C.D. Cal. 1997).

1 Class Counsel believes the claims in this case are meritorious, it also recognized the factual and
2 legal challenges involved in complex litigation, generally, as well as the specific risks posed by
3 the facts in this case. While attorneys who represent corporations are routinely paid (often quite
4 handsomely) on an hourly basis, plaintiffs in wage and hour cases can rarely afford to pay their
5 attorneys by the hour, especially if they expect to be represented by a law firm well known for
6 achieving good results. As firms committed to wage and hour class actions, including the one at
7 hand, Class Counsel must accept these cases on a wholly contingent basis, with no guarantee of
8 recovery of fees, or even the reimbursement of litigation costs. As California case law recognizes,
9 Class Counsel's commitment to this litigation should not be assessed in a vacuum.⁴⁰ The countless
10 hours Class Counsel spent on litigation, investigation and settlement efforts in this case prevented
11 them from pursuing other hourly or contingency fee-based work.

12 Therefore, the agreement of Plaintiffs to enter into contingency fee arrangements supports
13 the requested attorney fee award. *Glendora*, 155 Cal.App.3d at 472. Here, Plaintiffs entered into
14 consensual contingency fee agreements and also expressly endorse Class Counsel's request for
15 attorneys' fees and costs. Additionally, Class Members have been notified of the requested
16 attorneys' fees and costs by means of the Notice.⁴¹ In light of the work performed, risks assumed
17 and results achieved, it is clear that clear that Class Counsel's fee request is supported and should
18 be approved.

19 3. Experience of Class Counsel

20 The experience and ability of Class Counsel were essential to the settlement achieved here.
21 Class Counsel developed an extensive factual record, convinced Defendant of its exposure, and
22 expertly negotiated the terms of the Settlement. Only counsel who have a successful history
23

24 ⁴⁰ *Glendora Community Redevelopment Agency*, 155 Cal.App.3d at 475 (recognizing that "a busy lawyer" with a
25 good "reputation" might be "reluctant to accept the employment because of the preclusion of other business"); *Cal.*
26 *Rules Prof. Conduct*, R. 4-200 (B)(4) (when determining whether a fee is appropriate, individual attorneys must
27 consider "[t]he likelihood, if apparent to the client, that the acceptance of the particular employment will preclude
28 other employment by the member").

⁴¹ Litigants are familiar with one-third fee recoveries being the norm—this percentage (or higher awards of 35% or
40%) being common in employment, personal injury and other areas of litigation within the commonplace experience
of these class members. Also, as suggested by the compendium of examples cited throughout this brief, it is a judicial
benchmark as well. Indeed, "[e]mpirical studies show that...fee awards in class actions average around one-third of
the recovery." 4 *Newberg* § 14.6

1 litigating these types of cases and who are well versed in class action litigation and wage and hour
2 law in this jurisdiction could have effectively marshaled the evidence and presented it to achieve
3 this Settlement.⁴² “The overall result and benefit to the class from the litigation is the most critical
4 factor in granting a fee award.” *In re Omnivision Techs.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal.
5 2007). Here, Class Counsel was still able to secure a great result for Class Members despite the
6 risks in this case.

7 **B. CLASS COUNSEL’S COSTS ARE REASONABLE**

8 Over the course of this litigation, Class Counsel incurred ordinary litigation costs over the
9 past three years totaling \$64,045.79. However, Class Counsel only seeks the litigation costs as
10 preliminarily approved by the Court and allotted by the Settlement in the amount of \$55,000.00,
11 which will be allocated as follows: (1) **\$34,674.46** to Collins Kim, (2) **\$5,325.54** to Lawyers for
12 Justice PC, and (3) **\$15,000.00** to James Hawkins APLC.⁴³ Notably, this amount does not account
13 for additional future expenses in overseeing the settlement process, making appearances, filing
14 court documents, ensuring claims administration compliance with this Court’s orders, responding
15 to Class Members, etc. Since these costs are reasonable and serve to benefit the class, they warrant
16 reimbursement.⁴⁴

17 **VI. REPRESENTATIVE PLAINTIFFS DESERVES THE PROPOSED**
18 **ENHANCEMENT AWARD**

19 The Settlement further provides for, and Plaintiffs now requests an Enhancement Award
20 (aka service payment) totaling \$25,000.00. Plaintiffs Badis and Reyes request \$7,500.00 each and
21 Plaintiff Gutierrez requests \$10,000.00. The Enhancement Awards to the lead Plaintiffs in class
22 action litigation are commonplace and are “intended to compensate class representatives for work
23 done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the
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25 ⁴²Hawkins Decl., ¶¶20-24; Kim Decl., ¶¶17-18; Madoyan Decl., ¶¶14-18.

26 ⁴³ Hawkins Decl., ¶¶28-29, Exh. 1; Kim Decl., ¶20, Exh. 2; Madoyan Decl., ¶19, Exh. 2

27 ⁴⁴ *In re United Energy Corp. Sec. Litig., Not Rpt’d in F.Supp.*, 1989 WL 73211, * 6 (C.D. Cal. 1989) (“[a]n attorney
28 who creates or preserves a common fund by judgment or settlement for the benefit of a class is entitled to receive
reimbursement of reasonable fees and expenses involved”); 1 Alba Conte, *Attorney Fee Awards* § 2:08 at 50-51 (“The
prevailing view is that expenses are awarded in addition to the fee percentage.”); *In re Warner Comm. Sec. Litig.*, 618
F.Supp. 735 (S.D.N.Y.1985); *In re GNC Shareholder Litig.: All Actions*, 668 F.Supp. 450, 452 (W.D. Pa. 1987).

1 action”.⁴⁵ Service awards “are intended to advance public policy by encouraging individuals to
2 come forward and perform their civic duty in protecting the rights of the class and to compensate
3 class representatives for their time, effort and inconvenience ...Federal authority is in accord.”⁴⁶

4 Courts in California may consider the following factors in determining the appropriateness
5 of such an award: (1) the risk to the class representative in commencing suit, (2) the notoriety and
6 personal difficulties encountered by the class representative, (3) the amount of time and effort
7 spent by the class representative, (4) the duration of the litigation, and (5) the personal benefit (or
8 lack thereof) enjoyed by the class representative as a result of the litigation. *Van Vranken v.*
9 *Atlantic Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995).

10 The proposed Enhancement Award is reasonable given the work the Plaintiffs performed
11 on behalf of fellow Class Members, the risks he faced and those continued to be faced for their
12 participation in the litigation (e.g., retaliation from future employers), and the minimal impact the
13 request will have on the amount of any class member’s level of recovery. As detailed in each
14 Plaintiffs’ declarations, previously submitted in support of Preliminary Approval and Plaintiffs’
15 declarations filed in support of this Motion for Final Approval, they spent considerable time
16 prosecuting this action with Class Counsel. This included and was not limited to frequent emails
17 and telephone calls with counsel to address issues surrounding the organizational structure of the
18 company, job duties they and other Class Members performed, production of documents and
19 communications surrounding mediation and settlement.⁴⁷

20 **VII. REIMBURSEMENT OF ADMINISTRATION FEES IS APPROPRIATE**

21 As set forth in the accompanying CPT Group Inc.’s Declaration, the total costs incurred and to be
22 incurred by CPT Group Inc., for the notice and settlement administration process are \$14,000.00 which
23

24 ⁴⁵ Plaintiffs risked being “blacklisted” by other future employers for having sued this defendant in a class action.
25 As well stated by a New York Southern District Court: “[T]he fact that a plaintiff has filed a federal lawsuit is
26 searchable on the internet and may become known to prospective employers when evaluating the person . . . Even
27 where there is not a record of actual retaliation, notoriety, or personal difficulties, class representatives merit
28 recognition for assuming the risk of such for the sake of absent class members.” *Guippone v. BH S&B Holdings LLC*,
2011 U.S. Dist. LEXIS 126026, at **4, 20 (S.D.N.Y. Oct. 28, 2011).

⁴⁶ *In re California Indirect Purchases*, 1998 WL 1031494, 11 (Alameda Super. Ct. 1998) (internal citations
omitted).

⁴⁷ Hawkins Decl., ¶¶ 30, Exh. 2; Kim Decl., ¶21; Madoyan Decl., ¶ 20; Declarations of Plaintiffs Badis, Reyes, and
Gutierrez In Support of Final Approval ¶¶ 4-6.

1 includes an increase of \$4,000.00 for services not previously covered including an increase to the
2 class size from 300 to 341 and cost associated with additional printing, mailing, and postage as
3 well as a re-distribution. This amount includes the total cost for services in connection with the
4 administration of the Settlement, including fees incurred and anticipated future costs for
5 completion of the administration. This amount includes the total cost for services in connection
6 with the administration of the Settlement, including fees incurred and anticipated future costs for
7 completion of the administration.⁴⁸

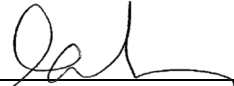
8 Accordingly, the Court should grant final approval of payment to CPT Group, Inc., a necessary
9 third-party for its handling of the notice and settlement process, in the amount of \$14,000.00.

10 **VII. CONCLUSION**

11 Based upon the foregoing, Plaintiffs respectfully request the Court grant final approval of
12 the Settlement and approve Class Counsel's application for attorneys' fees and costs, the PAGA
13 Penalty Payment, the requested Enhancement Award to each of the named Plaintiffs, and
14 reimbursement of the settlement administration costs.

15
16 Dated: May 14, 2025

JAMES HAWKINS APLC

17
18 By: 

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiff MONICA MELISSA
GUTIERREZ individually and on behalf of all
others similarly situated.

28 ⁴⁸ Singh Decl., ¶ 18.

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Dated: May 14, 2025

COLLINS KIM LLP

By: /s/ Tae Kim
Tae Kim
Attorneys for Plaintiffs
Adam Badis and Angelica Reyes

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On May 14, 2025, I served on the interested parties in this action the following document(s) entitled:

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT AND ATTORNEYS' FEES AND COSTS

DECLARATION OF JAMES HAWKINS IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

DECLARATION OF VARTAN MADROYAN IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

DECLARATION OF ADAM BADIS IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

DECLARATION OF TAE KIM IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

DECLARATION OF ANGELICA REYES IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

DECLARATION OF LAURA SINGH ON BEHALF OF CPT GROUP, INC. IN SUPPORT OF MOTION FOR FINAL APPROVAL

DECLARATION OF MONICA MELISSA GUTIERREZ IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

Via LWDA Website Only

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Ste 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

C. Edward Langhammer (#100991)

clanghammer@cozen.com

Di Addy Tang (SBN 314891)

dtang@cozen.com

COZEN O'CONNER

401 Wilshire Blvd., Suite 850

Santa Monica, CA 90401

(310) 943-4818

Attorney for Defendant

Copan Diagnostics, Inc.

Tae Kim (SBN 210465)

tkim@collinskim.com

Dawn Collins (SBN 193447)

dcollins@collinskim.com

COLLINS KIM LLP

515 S. Flower St., 18th Floor

Los Angeles, CA 90071

Tel: (213) 341-0238

Fax: (213) 341-0239

Attorneys for Plaintiffs

Adam Badis and Angelica Reyes

Edwin Aiwarzian (SBN 232943)

edwin@calljustice.com

Vartan Madoyan (SBN 279015)

vartan@calljustice.com

Matthew Soto (SBN 353499)

matthew@calljustice.com

LAWYERS for JUSTICE, PC

450 North Brand Blvd Suite 900

Glendale, California 91203

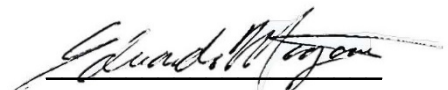
Tel: (818) 265-1020

Fax: (818) 265-1021

Attorneys for Plaintiff Adam Badis

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on May 14, 2025, at Irvine, California


Eddie Magana