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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**

10 RANDALL BACHMAN, an individual and on
11 behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 GEODIS LOGISTICS LLC, a Tennessee
15 limited liability company; and DOES 1 through
16 50,

17 Defendants.

Case No.: CVRI2400956

[Assigned for All Purposes to:
Hon. Harold W. Hopp, Dept. 1]

**NOTICE OF MOTION AND MOTION
FOR FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
ATTORNEY'S FEES AND COST, AND
SERVICE PAYMENT; MEMORANDUM
OF POINTS AND AUTHORITIES IN
SUPPORT**

[Filed Concurrently with Motion for Final
Approval of Class Settlement, Declarations in
Support Thereof, and [Proposed] Judgment
and Order]

DATE: June 25, 2025

TIME: 8:30 a.m.

DEPT: 1

Reservation No.: Per January 22, 2025 Court
Order Granting Preliminary Approval

Action Filed: February 22, 2024

Trial Date: None Set

1 TO THE HONORABLE COURT, DEFENDANT, AND ITS COUNSEL OF RECORD:
2 PLEASE TAKE NOTICE THAT on June 25, 2025 at 8:30 a.m. in Department 1 of the
3 Superior Court of the State of California for the County of Riverside, Historic Courthouse located at
4 4050 Main Street, Riverside, CA 92501, before the Honorable Harold W. Hopp, Judge presiding,
5 Plaintiff Randall Bachman ("Plaintiff") will and hereby does move the Court for an Order:

6 1. Granting final approval of the Class and PAGA Action Settlement Agreement
7 ("Settlement" or "Agreement") between Plaintiff and Defendant Geodis Logistics LLC
8 ("Defendant");

9 2. Approving distribution of the settlement funds to Class Members pursuant to the
10 terms of the Settlement;

11 3. Approving Plaintiff's request for an award of the Class Representative Service
12 Payment of \$7,500.00 to Plaintiff pursuant to the terms of the Settlement;

13 4. Approving Plaintiff's request for an award to Class Counsel in the amount of
14 \$133,333.33 for attorneys' fees and reimbursement of actual costs in the amount of \$9,252.71
15 pursuant to the terms of the Settlement;

16 5. Approving Plaintiff's request for payment of the Settlement Administration
17 Expenses to Simpluris, Inc. in the amount of \$19,896.00 with payment pursuant to the terms of the
18 Settlement;

19 6. Entering final Judgment as to all members of the Class in this Action; and

20 7. Setting a Nonappearance Compliance Hearing date on July 6, 2026 with a deadline
21 to file a compliance declaration on or before June 29, 2026.

22 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
23 provides for court approval of the settlement of a class action and authorizes the Court to grant final
24 certification of a class for settlement purposes. The basis for this Motion, filed without any
25 opposition from Defendant, is that the proposed settlement is fair, adequate, and reasonable and the
26 procedures proposed by the Parties are adequate to ensure the opportunity of class members to
27 participate in, opt out of, or object to the settlement.

28 ///

This Motion will be based on this Notice, concurrently filed herewith, the Memorandum of Points and Authorities, the Settlement Agreement, the supporting Declarations of William C. Sung, Tiffany L. Luu, Randall Bachman, and Mary Butler on behalf of Simpluris, Inc., and upon the oral arguments of counsel (should there be any) and on the complete records and file herein.

DATED: May 18, 2025

Respectfully submitted,

JUSTICE FOR WORKERS, P.C.

By:

William C. Sung
Tiffany L. Luu
Attorneys for Plaintiff Randall Bachman

TABLE OF CONTENTS

1			
2	I.	INTRODUCTION	1
3	II.	CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE SETTLEMENT	
4		CMO (H)(5)(a).....	2
5	III.	THE SETTLEMENT TERMS ARE FAIR, ADEQUATE AND REASONABLE, AND THE	
6		SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL	3
7	A.	Strength of Plaintiff's Case and Likelihood of Certifying the Class.....	3
8		1. The Class is Ascertainable and Sufficiently Numerous.....	3
9		2. There is a Community of Interest.....	4
10		3. Plaintiff Adequately Represented the Class.....	5
11	B.	The Terms of the Settlement and Its Reception By Class Members Support the	
12		Conclusion that the Settlement Is Fair, Adequate, and Reasonable.....	6
13	C.	Under Well-Established Legal Principles, the Court Should Grant Final Approval of	
14		the Settlement	6
15		1. Standard Of Review	6
16		2. The Settlement Is Presumed To Be Fair	7
17		3. Two-Way Fees and Costs and Other Risks Inherent In Continued Litigation	
18		Favor Final Approval	8
19		4. The Complexity, Expense and Likely Duration of Continued Litigation	
20		Against Defendant Favor Final Approval	9
21		5. The Opinion of Experienced Counsel Favors Final Approval	10
22		6. Investigation, Mediation, and the Settlement Discussions Undertaken In This	
23		Action Favor Final Approval	10
24	IV.	THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT SHOULD BE	
25		APPROVED (CMO#1 (H)(2))	13
26	V.	THE REQUESTED ATTORNEYS' FEES AND COSTS SHOULD BE APPROVED (CMO	
27		#1 (H)(3) & (4))	14
28	A.	Class Counsel Seek a Percentage Fee Award Under Well-Established Case Law...	14

1	B. Class Counsel’s Lodestar Supports Granting the Attorney’s Fees Requested.....	15
2	VI. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF	
3	COSTS	17
4	VII. THE SETTLEMENT ADMINISTRATOR’S FEES AND COSTS SHOULD BE	
5	APPROVED (CMO#1 (H)(5))	17
6	VIII. LWDA HAS BEEN PROVIDED WITH NOTICE OF THIS HEARING	18
7	IX. CONCLUSION	18

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

TABLE OF AUTHORITIES

State Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> (2000) 85 Cal. App. 4th 1135.....	8
<i>Brinker Rest. Corp. v. Sup. Ct.</i> (2012) 53 Cal.4th 1004	11
<i>Carrington v. Starbucks Corp.</i> (2018) 30 Cal.App.5th 504	12
<i>City of San Jose v. Sup. Ct. (Lands Unlimited)</i> (1974) 12 Cal.3d 447	5
<i>Classen v. Weller</i> (1983) 145 Cal.App.3d 27	5
<i>Daar v. Yellow Cab Co.</i> (1967) 67 Cal.2d. 695	5
<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal. App. 4th 1794.....	7, 8
<i>Ferra v. Loews Hollywood Hotel, LLC</i> (2021) 11 Cal.5th 858	10
<i>Flannery v. California Highway Patrol</i> (1998) 61 Cal.App.4th 629	16
<i>Laffitte v. Robert Half Int’l</i> (2014) 231 Cal.App. 4th 860.....	14, 17
<i>Laffitte v. Robert Half Int’l.</i> (2016) 1 Cal.5th 480.....	14, 15
<i>Lockheed Martin Corp. v. Sup. Ct. (Carrillo)</i> (2003) 29 Cal.4th 1096	4
<i>Martino v. Denevi</i> (1986) 182 Cal. App. 3d 553	16
<i>Naranjo v. Spectrum Security Services, Inc.</i> (2023) 88 Cal.App.5th 937	12
<i>PLCM Group, Inc. v. Drexler</i> (2000) 22 Cal.4th 1084	16
<i>Reese v. Wal-Mart Stores, Inc.</i> (1999) 73 Cal. App. 4th 1225	4
<i>Reyes v. San Diego County Board of Supervisors</i> (1987) 196 Cal. App. 3d 1263.....	3, 4
<i>Richmond v. Dart Industries</i> (1981) 29 Cal.3d. 462	6
<i>Richmond v. Dart Industries, Inc.,</i> (1981) 29 Cal.3d. 462	4
<i>Rose v. City of Hayword</i> (1981) 126 Cal.App.3d 926.....	4
<i>Serrano v. Unruh</i> (1982) 32 Cal. 3d 6	16
<i>Simons v. Horowitz</i> (1984) 151	5
<i>Vasquez v. Sup. Ct.</i> (1971) 4 Cal.3d 800	3
<i>Vasquez v. Superior Court</i> (1971) 4 Cal. 3d 800	7

Federal Cases

<i>Ackerman v. Kassar</i> (9th Cir. 1993) 1993 WL 326453	7
<i>Bowles v. Superior Court</i> (1955) 28 Cal.2d 574	4
<i>Boyd v. Bechtel Corp.</i> (N.D. Cal. 1979) 485 F. Supp. 610	8
<i>Byrd v. Civil Serv. Comm'n</i> , (1983) 459 U.S. 1217	7
<i>Chemical Bank v. City of Seattle</i> , 955 F.2d 1268	7
<i>Church v. Consolidated Freightways, Inc.</i> (N.D. Cal. 1993) 1993 WL 149840.....	7
<i>Class Plaintiff v. City of Seattle</i> (9th Cir. 1992) 955 F.2d 1268.....	6, 7
<i>Eisen v. Carlisle & Jacquelin</i> (1974) 417 U.S. 156	3
<i>Ellis v. Naval Air Rework Facility</i> (N.D. Cal. 1980) 87 F.R.D. 15	8
<i>Gaskill v. Gordon</i> (7th Cir. 1998) 160 F.3d 361	14
<i>Girsh v. Jepson</i> (3d Cir. 1975) 521 F.2d 153	8, 9
<i>Hannon v. Dataproducts Corp.</i> (9th Cir. 1992) 976 F.2d 497	5
<i>Harris v. Palm Springs Alpine Estates, Inc.</i> (9th Cir. 1964) 329 F.2d 909	4
<i>In re General Motors Corp.</i> (3d Cir. 1995) 55 F.3d 768.....	8
<i>In re Wash. Pub. Power Supply Sys. Sec. Litig.</i> (D. Ariz. 1989) 720 F.Supp. 1379	7, 8
<i>Linney v. Cellular Alaska P'ship</i> (9th Cir. 1998) 151 F.3d 1234.....	7
<i>Mullane v. Central Hanover Bank & Trust Co.</i> (1950) 339 U.S. 306.....	3
<i>New York Gaslight Club, Inc. v. Carey</i> (1980) 447 U.S. 54	16
<i>Officers for Justice v. Civil Serv. Comm'n</i> (9th Cir. 1982) 688 F.2d 615	6, 7, 9, 10
<i>Phillips Petroleum Co. v. Shutts</i> (1985) 472 U.S. 797	3
<i>Schwartz v. Harp</i> (C.D.Cal. 1985) 108 F.R.D. 279.....	5
<i>Swedish Hospital v. Shalala</i> (D.C. Cir. 1993) 1 F.3d 1261	15
<i>Van Bronkhorst v. Safeco Corp.</i> (9th Cir. 1976) 529 F.2d 943	7, 10
<i>Young v. Katz</i> (5th Cir. 1971) 447 F.2d 431	10

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Statutes

29 U.S.C. § 207(e)(2) 10

Civil Code §1781(f)..... 6

Code of Civil Procedure § 382 3

Fed. Rules Civ. Proc. 23(a)(1)..... 4

Labor Code § 203 12

Labor Code § 226(e)..... 12

Treatises

4 Newberg on Class Actions 4th § 11.41 (2008)..... 7, 10

Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study: 1993-2008*, 7 J. of Empirical Leg. Stud. 248..... 14

Fitzpatrick, An Empirical Study of Class Action Settlements and Their Fee Award, 7 J. Empirical Leg. Stud. 811..... 14

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Randall Bachman (“Plaintiff”) and Defendant Geodis Logistics LLC (“Defendant”)
4 (collectively, “Parties”) entered into the Class and PAGA Action Settlement Agreement
5 (“Settlement” or “Agreement”) which was filed with this Court on December 13, 2024. The
6 Settlement disposes of all of the claims alleged by Plaintiff.

7 On February 20, 2024, Plaintiff filed the Representative Action Complaint for Violation of
8 the California Private Attorneys General Act on behalf of himself and all similarly situated
9 individuals, alleging a single cause of action for violation of the Private Attorneys General Act
10 (“PAGA”). On December 3, 2024, Plaintiff filed the operative First Amended Class and
11 Representative Action Complaint (“FAC”), adding class action claims for the same claims and
12 theories as his PAGA action: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3)
13 Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting
14 Time Penalties; (7) Failure to Reimburse Business Expenses; (8) Unfair Competition; and (9) Civil
15 Penalties Under PAGA.

16 The terms of the settlement provide that Defendant shall pay a Gross Settlement Amount of
17 \$400,000.00, which will be distributed to the class on a non-reversionary basis without the need to
18 submit claim forms. The settlement was achieved after extensive litigation, a full-day mediation
19 well-respected mediator, Barry Appell, Esq.

20 This Court preliminarily approved this Settlement on January 22, 2025. The Order Granting
21 Preliminary Approval of Class and PAGA Action Settlement and Setting a Final Approval Hearing
22 directed distribution of class notice packet and scheduling the hearing for final approval of
23 settlement (the “Preliminary Approval Order”). As directed by the Court, the Settlement
24 Administrator distributed the Class Notice. (Declaration of Mary Butler on behalf of Simpluris, Inc.
25 [“Admin Decl.”] ¶¶ 5-8, Ex. A.) There are no objections and only one out of 2,387 Class Members
26 opted out of the Settlement. (*Id.* at ¶¶ 11-12.) Thus, there is a near-100% participation rate.
27 Therefore, an inference can be made that the Class supports the Court’s Preliminary Approval Order
28 finding that the Settlement was fair and reasonable. In sum, the Court may confirm its preliminary

1 approval as this process supports the Court’s initial finding that the Settlement is fair and
2 reasonable.

3 In addition, for the same reasons as set forth earlier in Plaintiff’s Motion for Preliminary
4 Approval of Class and PAGA Action Settlement, the following represent the basic points previously
5 covered supporting approval of the Settlement: the total number of Participating Class Members is
6 2,386 individuals, (Admin Decl. at ¶ 14); the Net Settlement Amount to be paid to Participating
7 Class Members and Aggrieved Employees is \$200,517.96, (*id.* at ¶ 14); and the estimated average
8 Settlement Share to Participating Class Members is \$84 with the highest estimated Settlement Share
9 of \$198.63 and lowest of \$1.29, (*id.* at ¶ 16). With this additional information, the Court should
10 grant Final Approval consistent with the Preliminary Approval Order.

11 **II. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE**
12 **SETTLEMENT (CMO (H)(5)(a))**

13 The notice procedures required by the Preliminary Approval Order have been followed and
14 satisfy all due process rights of Class Members. The Preliminary Approval Order contemplated that
15 the Notice of Pendency of Class Action and Proposed Settlement along with an objection and opt
16 out form (“Class Notice”), as approved in the Preliminary Approval Order, be sent to all Class
17 Members by first class mail, as specified in the Settlement. The Preliminary Approval Order
18 approved Simpluris, Inc. (“Settlement Administrator”) to serve as the Settlement Administrator.

19 Class Notice was provided to Class Members, as required by the Preliminary Approval
20 Order. The Settlement Administrator received a Class Member mailing list from Defendant’s
21 counsel containing the names, most recent mailing address, social security numbers, and dates of
22 employment for 2,387 Class Members. (Admin Decl. at ¶ 6.) After updating Class Members’
23 mailing addresses through the National Change of Address Database, on March 10, 2025, each of
24 the 2,387 Class Members identified on the mailing list was sent the Class Notice via first class mail.
25 (*Id.* at ¶¶ 7-8, Ex. A.) A total of 163 Class Notices were returned by the Post Office, of which 130
26 Class Notices were re-mailed based on newly discovered addresses obtained through skip-traces.
27 (*Id.* at ¶ 9.) To date, 33 Class Notices remain undeliverable. (*Ibid.*)

28 ///

1 The Class Notice specifically directed Class Members to the Court and Class Counsel,
2 where they could further receive information regarding the Settlement. The provision of sending the
3 Class Notice to Class Members as described above meets the requirements for the “best notice
4 practicable” in this case as necessary to protect the due process rights of class members. (*See, e.g.,*
5 *Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12 [provision of “best notice practicable”
6 with description of the litigation and explanation of opt-out rights satisfies due process]; *Eisen v.*
7 *Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-75 [individual notice must be sent to class members
8 who can be identified through reasonable means]; *Mullane v. Central Hanover Bank & Trust Co.*
9 (1950) 339 U.S. 306, 314 [best practicable notice is that which is “reasonably calculated, under all
10 the circumstances, to apprise interested parties of the pendency of the action and afford them an
11 opportunity to present their objections”].) The Court, therefore, may proceed to determine the
12 fairness and adequacy of the Settlement and order its approval, secure in the knowledge that all
13 absent Class Members have been given the opportunity to participate fully in the settlement process.

14 **III. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE AND REASONABLE, AND**
15 **THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL**

16 **A. Strength of Plaintiff’s Case and Likelihood of Certifying the Class**

17 Under California law, there are two basic requirements which must exist to sustain a class
18 action: “[t]he first is existence of an ascertainable class, and the second is a well-defined community
19 of interest in the questions of law and fact involved.” (*Vasquez v. Sup. Ct.*(1971) 4 Cal.3d 800, 809.)

20 **1. The Class is Ascertainable and Sufficiently Numerous**

21 Whether a class is “ascertainable” within the meaning of Code of Civil Procedure section
22 382 “is determined by examining (1) class definition, (2) the size of the class, and (3) the means
23 available for identifying the class members.” (*Reyes v. San Diego County Board of Supervisors*
24 (1987) 196 Cal. App. 3d 1263, 1271.) Here, the Class is defined as follows:

25 “All individuals whom Defendant employed in California as nonexempt employees at
26 any time during the Class Period (defined as January 1, 2022 to October 10, 2024).”

27 (Settlement Agreement ¶¶ I.B., I.H.)

28 ///

1 Based on this objective definition, Defendant was able to identify 2,387 individuals who fall
2 within this definition. As such, the class is ascertainable. Further, as to numerosity, there is no
3 minimum number of class members required as a matter of law for maintenance of a class action.
4 (*Rose v. City of Hayword* (1981) 126 Cal.App.3d 926.) The size of the claims involved, and any
5 public interest factors in the case may be determinative. (*Id.* at p. 934.) “Numerosity” is met when a
6 plaintiff demonstrates the “impracticability” of joinder. (Fed. Rules Civ. Proc.23(a)(1); *Harris v.*
7 *Palm Springs Alpine Estates, Inc.* (9th Cir. 1964) 329 F.2d 909, 913-14.) In *Bowles v. Superior*
8 *Court* (1955) 28 Cal.2d 574, a class was certified with only 10 members.

9 Given that there are 2,387 members that comprise of the Class, this is far more than the
10 minimum required to certify a class. Within the context of manageability, the issue is whether there
11 exists sufficient means for identifying class members at the remedial stage. (*Reyes v. San Diego*
12 *County Board of Supervisors, supra*, 196 Cal.App.3d at pp. 1274-75.) Class members were
13 identified by Defendant, and Class Notice was provided to all of the above class members.

14 **2. There Is a Community of Interest**

15 The “community of interest” requirement embodies three separate factors: (1) predominant
16 common questions of law or fact; (2) class representatives whose claims are typical of the class; and
17 (3) class representatives who can adequately represent the class. (*Richmond v. Dart Industries, Inc.*,
18 (1981) 29 Cal.3d. 462, 470; *Reese v. Wal-Mart Stores, Inc.* (1999) 73 Cal. App. 4th 1225, 1234.)

19 “The ultimate question in every case of this type [class actions] is whether ... the issues
20 which may be jointly tried, when compared with those requiring separate adjudication, are so
21 numerous and substantial that the maintenance of a class action would be advantageous to the
22 judicial process and to the litigants.” (*Lockheed Martin Corp. v. Sup. Ct. (Carrillo)* (2003) 29
23 Cal.4th 1096, 1104-05.) Here, Plaintiff alleges that Defendant has policies or practices that violated
24 the Labor Code by failing to provide meal and rest period, pay minimum and overtime wages for all
25 hours worked, provide accurate itemized wage statements, pay all wages due upon separation of
26 employment, reimburse business expenses, and maintain employment records.

27 The purported class representative’s claim must be “typical” but not necessarily identical to
28 the claims of other class members; it is sufficient that the representative is similarly situated so that

1 he or she will have the motive to litigate on behalf of the class. (*Classen v. Weller* (1983) 145
2 Cal.App.3d 27, 45.) Courts look to whether class members have similar injuries, “whether the
3 action is based on conduct which is not unique to the named Plaintiff,” and whether other class
4 members were injured by the same conduct. (*Hannon v. Dataproducts Corp.* (9th Cir. 1992) 976
5 F.2d 497, 508; *Schwartz v. Harp* (C.D.Cal. 1985) 108 F.R.D. 279, 282.) The purpose of the
6 typicality requirement “is to assure that the interest of the named representative aligns with the
7 interests of the class.” (*Hannon v. Dataproducts Corp.*, *supra*, 976 F.2d at p. 508.) Here, Plaintiff
8 was employed by Defendant and, like all of the other Class Members, he alleges he was not
9 provided compliant meal and rest break periods, not pay wages for all hours worked, failed to
10 receive reimbursement of business expenses, received inaccurate wage statements, and failed to
11 receive all wages upon separation of employment. (Declaration of Randall Bachman [“Bachman
12 Decl.”], ¶¶ 2-3.) Thus, Plaintiff’s claims are typical to those of Class Members.

13 **3. Plaintiff Adequately Represented the Class**

14 The class representative, through qualified counsel, must be capable of “vigorously and
15 tenaciously” protecting the interests of the class members. (*Simons v. Horowitz* (1984) 151
16 Cal.App.3d 834, 846.) Since the judgment rendered in a class action will bar further relief to the
17 class members, the representative plaintiff must assert all claims reasonably expected to be raised
18 by members of the class. (*City of San Jose v. Sup. Ct. (Lands Unlimited)* (1974) 12 Cal.3d 447,
19 464.) Here, Plaintiff does not have any interests adverse to the class, nor has any such issues been
20 raised or presented. (*See* Bachman Decl. ¶ 4.) Plaintiff has taken all necessary steps to represent the
21 interests of the Class by giving up potential individual claims to proceed with this action as a class
22 action. (*Id.* at ¶ 6.) Plaintiff has made himself available to answer questions, gather and provide
23 documents, review and execute the settlement agreement this declaration and previous declarations
24 filed with the court. (*Ibid.*) Plaintiff will continue to make himself available to review any other
25 documents needed to bring this matter to conclusion and estimates that he has spent 18 hours in
26 prosecution of this action. (*Id.* at ¶ 7.) Thus, Plaintiff has adequately represented the Class.

27 To proceed as a class, there are two requirements which must be met: ascertainability and
28 community of interest. (*See Daar v. Yellow Cab Co.* (1967) 67 Cal.2d. 695, 704) “The community

1 of interest requirement embodies three factors: (1) predominant common questions of law or fact;
2 (2) class representatives with claims or defenses typical of the class; and (3) class representatives
3 who can adequately represent the class.” (*Richmond v. Dart Industries* (1981) 29 Cal.3d. 462, 470.)
4 This Court previously granted conditional certification of the Class pursuant to the Preliminary
5 Approval Order. Thus, Plaintiff meets all of the factors for class certification.

6 **B. The Terms of the Settlement and Its Reception By Class Members Support the**
7 **Conclusion that the Settlement Is Fair, Adequate, and Reasonable**

8 Without reiterating Plaintiff’s showing that the Settlement and the negotiation process that
9 led up to it was fair and adequate as set forth in detail in the Motion for Preliminary Approval of
10 Class Action Settlement, Plaintiff highlights the following facts. The Agreement was the product of
11 negotiation between highly able and experienced attorneys on both sides who possessed the relevant
12 data and extensive legal research which they had carefully analyzed. (Declaration of William C.
13 Sung [“Sung Decl.”], ¶¶ 8-12.) The resolution of this case was reached only after the parties
14 engaged in substantial investigation and mediation. (*Ibid.*)

15 The results after mailing of the Class Notice support confirmation of the Court’s preliminary
16 approval of the Settlement with final approval, as there are no objections or disputes to the current
17 Settlement and only one request for exclusion by Class Member Sandra Liliana Rodriguez. (Admin
18 Decl., ¶¶ 11-13, Exh. B – Rodriguez Exclusion Form.) Thus, the Court may appropriately infer that
19 the class action settlement is fair, adequate and reasonable when, among other reasons, few class
20 members object to it. (*See Class Plaintiff v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1291.)
21 The Court should further construe the lack of any objection to this current settlement as an
22 indication that Class Members themselves view the settlement as fair, adequate, and reasonable.

23 **C. Under Well-Established Legal Principles, the Court Should Grant Final**
24 **Approval of the Settlement**

25 **1. Standard Of Review**

26 On a motion for final approval of a class action settlement under Civil Code §1781(f), a
27 court’s inquiry is whether the settlement is “fair, adequate and reasonable.” (*Officers for Justice v.*
28 *Civil Serv. Comm’n* (9th Cir. 1982) 688 F.2d 615, 625, cert. denied subnom., *Byrd v. Civil Serv.*

1 *Comm’n*, (1983) 459 U.S. 1217.)¹ A settlement is fair, adequate and reasonable, and therefore
2 merits final approval, when “the interests of the class are better served by the settlement than by
3 further litigation.” (See Manual for Complex Litigation Fourth (Fed. Judicial Center 2004)
4 (“Manual”), § 21.6 at 309.) The law favors settlement, particularly in class actions and other
5 complex cases, where substantial resources can be conserved by avoiding the time, cost, and rigors
6 of formal litigation. (See 4 Newberg on Class Actions 4th § 11.41 (2008); *Chemical Bank v. City of*
7 *Seattle*, 955 F.2d 1268, 1276; *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943, 950.)

8 Although the Court possesses “broad discretion” in determining that a proposed class action
9 settlement is fair, the Court’s role must be limited to the extent necessary to reach a reasoned
10 judgment that the agreement is not the product of fraud or overreaching by, or collusion between,
11 the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to
12 all concerned. (See *Officers for Justice v. Civil Serv. Comm’n*, supra 688 F.2d at 625.) Accordingly,
13 the Court should give due regard to what is otherwise a “private consensual agreement” between the
14 parties. (*Id.*; see also *Church v. Consolidated Freightways, Inc.* (N.D. Cal. 1993) 1993 WL 149840;
15 *In re Wash. Pub. Power Supply Sys. Sec. Litig.* (D. Ariz. 1989) 720 F.Supp. 1379, aff’d sub nom.,
16 *Class Plaintiff v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268; Manual § 21.61 at 309 [“The
17 judicial role in reviewing a proposed settlement is critical, but limited to approving the proposed
18 settlement, disapproving it, or imposing conditions on it. The judge cannot rewrite the agreement”].)

19 A court’s approval of a class action settlement will only be reversed for a clear abuse of
20 discretion. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801; see also *Officers for*
21 *Justice v. Civil Serv. Comm’n*, supra, 688 F.2d at p. 626 (“reverse only upon a strong showing that
22 the district court’s decision was a clear abuse of discretion”); *Chemical Bank*, supra, 955 F.2d at
23 1276; *Ackerman v. Kassar* (9th Cir. 1993) 1993 WL 326453; *Linney v. Cellular Alaska P’ship* (9th
24 Cir. 1998) 151 F.3d 1234, 1238.)

25 “It cannot be overemphasized that neither the trial court in approving the settlement
26 nor this Court in reviewing that approval have the right or duty to reach any ultimate
27 conclusions on the issues of fact and law which underlie the merits of the dispute. It
is well settled that in the judicial consideration of proposed settlements, ‘the [trial]
judge does not try out or attempt to decide the merits of the controversy,’ [citation]

28 ¹ Both Civil Code §1781(f) and Rule 23 have been expressly authorized by the California Supreme Court for use in all
California class action litigation. (See *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 820-821.)

1 and the appellate court ‘need not and should not reach any dispositive conclusions
2 on the admittedly unsettled legal issue.’”

3 (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal. App. 4th 1135, 1146.)

4 **2. The Settlement Is Presumed to Be Fair**

5 The Court should begin its analysis with the presumption that the settlement is fair and
6 should be approved:

7 [A] presumption of fairness exists where : (1) the settlement is reached through
8 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow
9 counsel and the court to act intelligently; (3) counsel is experienced in similar
litigation; and (4) the percentage of objectors is small.

10 (*Dunk v. Ford Motor Co.*(1996) 48 Cal. App. 4th 1794, 1802; *7-Eleven Owners for Fair*
11 *Franchising*, *supra*, 85 Cal. App. 4th at p. 1146; *accord*, *Ellis v. Naval Air Rework Facility* (N.D.
12 Cal. 1980) 87 F.R.D. 15, 18; *In re Wash. Pub Power Supply*, *supra*, 720 F.Supp. at p. 1387.)

13 Here, the Settlement warrants approval and carries a presumption of fairness. As stated in
14 the Motion for Preliminary Approval, this Settlement was negotiated after engaging in informal and
15 formal written discovery, including class records and statistics that allowed Plaintiff to extrapolate
16 the potential damages that could be awarded to Plaintiff and the Class. (Sung Decl., ¶¶ 8-10.)
17 Furthermore, Class Counsel are highly experienced in this type of litigation. (Sung Decl., ¶¶ 14-19;
18 and Declaration of Tiffany L. Luu (“Luu Decl.”), ¶¶ 2-6.)

19 **3. Two-Way Fees and Costs and Other Risks Inherent in Continued** 20 **Litigation Favor Final Approval**

21 To assess the fairness, adequacy and reasonableness of a class action settlement, the Court
22 also should weigh the immediacy and certainty of substantial settlement proceeds against the risks
23 inherent in continued litigation. (*See also In re General Motors Corp.* (3d Cir. 1995) 55 F.3d 768,
24 806 [“present value of the damages Plaintiff would likely recover if successful, appropriately
25 discounted for the risk of not prevailing, should be compared with the amount of the proposed
26 settlement” (internal citations omitted)]; *Girsh v. Jepson* (3d Cir. 1975) 521 F.2d 153, 157; *Boyd v.*
27 *Bechtel Corp.* (N.D. Cal. 1979) 485 F. Supp. 610, 616-17.)

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1 If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff may have
2 faced liability for Defendant's costs. As such, should any Class Members want to bring individual
3 claims on the same causes of action, they would each face the uncertainty of prevailing and the
4 possibility of paying costs to Defendant. Accordingly, such claims likely would not be brought by
5 many of these current and former employees of Defendant. Thus, this lawsuit achieves a true benefit
6 for the Class that they might not otherwise get or seek as individuals. Here, given that a fair and
7 reasonable settlement has been reached, neither Plaintiff nor any Class Members will be required to
8 pay for Defendant's litigation fees and costs.

9 The risks of this case were weighed by Class Counsel and should be considered a significant
10 issue by the Court in its determination of final approval. Class Counsel obtained a very substantial
11 settlement for the Class that results in a fair recovery which at the same time provides for finality
12 and no risk of costs by the Class or Plaintiff.

13 The Settlement also affords the Class prompt, fair relief, while avoiding significant legal and
14 factual battles that otherwise may have prevented the Class from obtaining any recovery at all.
15 Class Counsel believe that the case that they have litigated against Defendant involved a significant
16 violation of Labor Codes under various theories of liability. While Class Counsel believe the Class
17 Members' claims are meritorious and can be successfully litigated, they are experienced and fully
18 understand the inherent risks and uncertainty involved with such matters as the resolution of class
19 certification, the outcome of a potential trial, and the outcome of any appeals that would inevitably
20 follow should the Class prevail at trial. Class Counsel has also assessed the same risks in connection
21 with the Settlement. Because the Settlement provides immediate and substantial relief, without the
22 attendant risks and delay of continued litigation – not to mention the threat of litigation costs –
23 Class Counsel believes that the Settlement warrants the Court's final approval.

24 **4. The Complexity, Expense and Likely Duration of Continued Litigation** 25 **Against Defendant Favor Final Approval**

26 Another factor considered by courts in approving a settlement is the complexity, expense,
27 and likely duration of the litigation. (*See Officers for Justice v. Civil Serv. Comm'n, supra*, 688 F.2d
28 at 625; *Girsh v Jepson, supra*, 521 F.2d at 157.) In applying this factor, the Court must weigh the

benefits of the settlement against the expense and delay involved in achieving an equivalent or more favorable result at trial. (*See Young v. Katz* (5th Cir. 1971) 447 F.2d 431, 433-434.)

As noted above, continued litigation could have led to appeals even if the Class prevails. On the other hand, the Settlement that was reached provides to all Class Members – regardless of their means – fair relief in a prompt and efficient manner. Were the Court to deny final approval, the Class Members would be left without a remedy as a practical matter and courts across the State would have to address the issues presented here in a piecemeal, costly, and time-consuming manner. The Settlement in this case is therefore consistent with the “overriding public interest in settling and quieting litigation” that is “particularly true in class action suits.” (*See Van Bronkhorst v. Safeco Corp.*, *supra*, 529 F.2d at 950 (footnote omitted); *see also* 4 Newberg at § 11.41.) Thus, had the case not settled, the case would have proceeded to trial with potentially longer litigation for appeals.

5. The Opinion of Experienced Counsel Favors Final Approval

The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the Court in its final approval determination. *See, e.g., Officers for Justice v. Civil Serv. Comm’n*, *supra*, 688 F.2d at p. 625.) Class Counsel support the Settlement as fair, reasonable and adequate, and in the best interest of the Class Members as a whole. (Sung Decl. ¶¶ 11-12.) Defendant’s counsel is also in favor of this Settlement.

6. Investigation, Mediation, and the Settlement Discussions Undertaken in This Action Favor Final Approval

As to alleged unpaid wages due to regulation rate violations, Plaintiff contends that Defendant failed to factor PTO Awards—Class Members who have perfect attendance for 3 consecutive calendar receive 8 hours of paid time off (“PTO”)—into the regular rate of pay for overtime, meal period premiums, and paid sick leave. (Sung Decl., ¶ 10.a.) However, Defendant counters that federal Fair Labor Standards Act governing exclusions from the regular rate, which California law follows, specifically excludes PTO from the regular rate. (*See* 29 U.S.C. § 207(e)(2) [excluding from the regular rate “payments made for occasional periods when no work is performed due to vacation, holiday, illness]; *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 873 [citing DLSE publications which state that the IWC intended, “in determining what

1 payments are to be included in or excluded from the calculation of the regular rate of pay,
2 California will adhere to the standards adopted by the U.S. Department of Labor to the extent that
3 those standards are consistent with California law”].) (Sung Decl., ¶ 11.)

4 Plaintiff alleges that Class Members worked off the clock without pay waiting in line to
5 clock in and out. (Sung Decl., ¶ 10.b.) Defendant counters that it has compliant policies prohibiting
6 any supervisors or managers at the company from instructing or allowing non-exempt employees to
7 work off the clock which is an immediately terminable offense and requiring non-exempt
8 employees to be paid for all hours worked, and the sampling records evidence that Class Members
9 were paid 48,651.25 overtime hours totaling over \$1 million and 1,112 double time hours totaling
10 over \$22,000. (Sung Decl., ¶ 11.) Defendant further represented that it conducted a site visit at the
11 warehouse where Plaintiff worked to observe employees clocking in and out and found that there
12 were minimal to no lines because there were 6 time clocks, shift and meal period start and end times
13 were staggered, and employees were allowed to clock in 3 to 5 minutes before their shift starts, and
14 the sampling time records reflect the staggering of shifts and meal periods. (*Ibid.*)

15 Plaintiff alleges that Class Members did not receive all of their meal and rest periods. (Sung
16 Decl., ¶ 10.c.) Defendant asserts that it has compliant policies in its employee handbook on the
17 provision of meal and rest periods to Class Members, it has paid over 3,500 meal period premiums
18 and 95 rest period premiums to Class Members, and the meal period non-compliance rate in the
19 sampling was less than 1%. (Sung Decl., ¶ 11.) Defendant asserts that all of these factors evidence a
20 highly compliant meal and rest period practice, and any non-compliant meal and rest periods
21 resulted from lawful employee waiver or voluntary choice, rather than any systemic policy and/or
22 practice of Defendant. (*Ibid*; see *Brinker Rest. Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1034
23 (rejecting “ensure” standard).)

24 Plaintiff further contends that, as a result of the foregoing alleged wage and hour violations,
25 Class Members were not provided with accurate, itemized wage statements or paid all wages due
26 upon separation of employment. (Sung Decl., ¶ 10.d.) Defendant counters that it would not be
27 subject to statutory penalties based on a good-faith defense since its policies and practices were
28 legally complaint, including whether PTO Awards is included or excluded from the regular rate.

1 (Sung Decl., ¶ 11.) Notably, Defendant relied on *Naranjo v. Spectrum Security Services, Inc.* (2023)
2 88 Cal.App.5th 937, 951 for the proposition that an employer’s good-faith defenses precludes a
3 “willfulness” finding under Labor Code § 203 and a “knowing and intentional” finding under Labor
4 Code § 226(e) for the imposition of statutory penalties. (*Ibid.*)

5 PAGA penalties are also subject to any good-faith defenses that Defendant may raise. (*Ibid.*)
6 Moreover, PAGA penalties are discretionary and subject to reduction by this Court. (*Ibid.*) Pursuant
7 to Labor Code § 2699(f)(2), the Court can decline to award the full amount of PAGA penalties
8 where “. . . if, based on the facts and circumstances of the particular case, to do otherwise, would
9 result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (*Ibid.*) Indeed, courts
10 have affirmed the reduction of PAGA penalties in the past. (*Ibid.*) As shown in *Carrington v.*
11 *Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, the Court of Appeal affirmed the trial court’s
12 reduction of PAGA penalties by 90%, citing the employer’s good-faith attempt at complying with
13 the law. (Sung Decl. ¶ 11.) Defendant argued that based on their compliant policies and practices
14 and the fact that class recovery is available, the Court will significantly reduce any award of PAGA
15 penalties based on its good-faith compliance with the Labor Code. (*Ibid.*)

16 The total maximum exposure for class claims amounts to approximately \$6,500,360.64. (Sung
17 Decl., ¶¶ 10-11.) On the regular rate PTO Award theory, if the Court finds that PTO Awards ought
18 to be excluded from the regular rate, then it would award nothing in damages, and Class Counsel
19 believes there is at least a 20% risk factor, bringing the realistic recovery for underpaid overtime to
20 \$42,241.99 and underpaid meal premiums to \$2,844.06. (Sung Decl., ¶ 11.) On the off-the-clock
21 work and failure to provide meal and rest period claims, given Defendant’s defenses and its policies
22 and sampling records, the Court could deny class certification, resulting in no recovery for the
23 Class, or classwide damages may be severely limited at trial. (*Ibid.*) Thus, Class Counsel believes
24 there is at least a 90% risk factor, bringing the realistic recovery for unpaid wages due to off-the-
25 clock work to \$127,565.42, unpaid meal period premiums to \$11,906.11, and unpaid rest period
26 premiums to \$17,008.72. (*Ibid.*) Given the California Supreme Court’s decision in *Naranjo*, there is
27 an 85% risk factor that the Court might find Defendant’s good-faith defenses preclude wage
28 statement and waiting time penalties, bringing the realistic recovery to \$29,600 for wage statement

1 penalties and \$702,280.08 for waiting time penalties to \$291,131.56. (*Ibid.*) Total PAGA penalties
2 amounted to \$1,569,810. However, if the Court were to reduce the PAGA penalties by 90% similar
3 to *Carrington*, the PAGA penalties exposure would amount to approximately \$156,981. (*Ibid.*)

4 While the Parties disagree on the application of the law to the facts, each Party recognized in
5 negotiations that, if taken to class certification and trial, the other Party would at least have
6 reasonable arguments, such that the Gross Settlement Amount to which the Parties ultimately
7 agreed was reasonable. (*Ibid.*) Thus, the total realistic class damages and PAGA penalties are
8 \$2,861,521.94. (*Ibid.*) The Gross Settlement Amount is 19% of the realistic class and PAGA
9 recovery and well within the reasonable range of settlement for class/PAGA actions. (*Ibid.*)

10 **IV. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT SHOULD BE**
11 **APPROVED (CMO#1 (H)(2))**

12 Plaintiff requests an enhancement of \$7,500.00. As shown in the supporting declaration,
13 Plaintiff has not previously been a named plaintiff in any other class action cases. (Bachman Decl. ¶
14 5.) Plaintiff understood that the filing of this action was a matter of public action and this was being
15 prosecuted on a class and representative basis. (*Id.* at ¶ 6.) Plaintiff further understood that class
16 actions would take longer in litigation than an individual action and undertook such risks. (*Ibid.*)
17 Plaintiff did not incur any expenses but has expended a significant amount of time on this matter.
18 (*Ibid.*) Plaintiff spent approximately 18 hours prosecuting this case, including discussing this matter
19 with Counsel on a number of occasions, providing substantive information regarding Defendant's
20 practices, and providing documents related to his own claims and the claims of the Class. (*Ibid.*)
21 Furthermore, Plaintiff will be providing a general release of his individual claims, something that
22 the Class Members did not have to do. (*Id.* at ¶ 7.)

23 Plaintiff is not receiving any other benefits, other than being a Class Member and the
24 enhancement that he is seeking. As a Class Member, Plaintiff expects to receive \$25.85 as his Class
25 and PAGA Shares. (Sung Decl., ¶ 12.) There are no objections to Plaintiff's enhancement requests
26 by the Class. (*Ibid.*) Thus, Plaintiff and Class Counsel submit that Plaintiff satisfies all of the factors
27 to justify his enhancement request for \$7,500.00 and that his enhancement request is fair and
28 reasonable. (*Ibid.*)

1 **V. THE REQUESTED ATTORNEYS' FEES AND COSTS SHOULD BE APPROVED**
2 **(CMO #1 (H)(3) & (4))**

3 **A. Class Counsel Seek a Percentage Fee Award Under Well-Established Case Law**

4 Class Counsel seeks a fee award \$133,333.33, calculated as one-third (1/3) of the total value
5 of the Settlement for the successful prosecution and resolution of this Action. Under California law,
6 the award of attorneys' fees in common fund wage and hour class action settlements should start
7 with the percentage method. *See Laffitte v. Robert Half Int'l.* (2016) 1 Cal.5th 480, 503 (“[W]hen
8 class action litigation establishes a monetary fund for the benefit of the class members, and the trial
9 court in its equitable powers awards class counsel a fee out of that fund, the court may determine
10 the amount of a reasonable fee by choosing an appropriate percentage of the fund created.”) Under
11 the “percentage of the fund” method, the Court’s objective remains to “mimic the market” in fixing
12 a reasonable fee. (*See Gaskill v. Gordon* (7th Cir. 1998) 160 F.3d 361, 363 [“When a fee is set by a
13 court rather than by contract, the object is to set it at a level that will approximate what the market
14 will set. . . . The judge, in other words, is trying to mimic the market in legal services.”].)

15 The California Supreme Court in *Laffitte* affirmed a fee award representing one-third (or
16 33.33%) of the fund. (*Laffitte*, 1 Cal.5th at 506.) This was based on a lodestar amount that required
17 a multiplier of 2.13. (*Id.* at 487.) As the Court held, only when the multiplier is “extraordinarily
18 high or low [should] the trial court [] consider whether the percentage method should be adjusted so
19 as to bring the imputed multiplier within a justifiable range.” (*Id.* at 505.)

20 Moreover, in the *Laffitte* intermediate court decision, the court observed that “33 1/3 percent
21 of the common fund is consistent with, and in the range of, awards in other class action lawsuits.”
22 (*Laffitte v. Robert Half Int'l* (2014) 231 Cal.App. 4th 860, 871.) Here, the fee award representing
23 one-third of the fund clearly falls within that range and is consistent with other comprehensive
24 surveys of class action settlements and fee awards. (*See Fitzpatrick, An Empirical Study of Class*
25 *Action Settlements and Their Fee Award*, 7 J. Empirical Leg. Stud. 811, 833 (2010) [analyzing 444
26 cases between 2006-2007 and concluding that “[m]ost fee awards were between 25 percent and 35
27 percent, with almost no awards more than 35 percent.”]; Eisenberg & Miller, *Attorney Fees in Class*
28 *Action Settlements: An Empirical Study: 1993-2008*, 7 J. of Empirical Leg. Stud. 248, 262, fn.16

(2010) [independent studies of class action litigation nationwide conclude that fees representing one-third of the total recovery is consistent with market rates].) The results delivered by Class Counsel supports the requested percentage of the fund as Class Counsel secured a \$400,000 common fund settlement for 2,387 Class Members.

Furthermore, “the response of the class members to attorneys’ fee notice, though not decisive, is relevant to the . . . reasonable determination” regarding fees. (*Swedish Hospital v. Shalala* (D.C. Cir. 1993) 1 F.3d 1261, 1272.) A positive response rate tends to suggest that the court’s “approximation of the market” for fees is well supported. (*Id.* at p. 1269.) Here, the Class Notice specifically notified Class Members that Class Counsel would be seeking one-third of the settlement fund as attorney’s fees. To date, no Class Member has opted out or objected to the settlement. This strong favorable response also supports the requested fees.

Finally, for Class Counsel, the fees here were wholly contingent in nature and the case presented far more risk than the usual contingent fee case. Among the risks was the cost inherent in class action litigation, as well as a potentially drawn-out battle with a defendant that has retained premier defense counsel. Moreover, one of Class Counsel’s main theories of liability challenges the enforceability of Defendant’s on-duty meal period agreement, which is a novel theory and presents an “all or nothing” proposition to Class Counsel, thereby significantly increasing the risks of litigation to Class Counsel who are prosecuting this class action on a contingency fee basis.

B. Class Counsel’s Lodestar Supports Granting the Attorney’s Fees Requested

As a secondary backup support for the “percentage of the fund” method, courts have discretion to “cross-check” the fees awarded through the lodestar method. However, the California Supreme Court “emphasize[d] [that] the lodestar calculation, when used in this manner, does not override the trial court’s primary determination of the fee as a percentage of the common fund and thus does not impose an absolute maximum or minimum on the potential fee award.” (*Laffitte*, 1 Cal.5th at 505.) The Supreme Court in *Laffitte* stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Ibid.* [emphasis added].)

1 Indeed, cross-checks are not required; in many cases, performing a cross-check “undermines” one
2 of the primary reasons for using the percentage method: aligning counsel’s incentives with the
3 benefits delivered to the class and discouraging protracted litigation. (*Id.* at 506 [finding trial courts
4 “retain the discretion to forgo a lodestar cross-check”].)

5 Class Counsel’s lodestar is more than the fees being sought. To date, 153.8 hours have been
6 expended by Class Counsel in this case. (Sung Decl. at ¶¶ 21-22, Exhs 1-2; Luu Decl., ¶ 8.)
7 Moreover, Class Counsel expects to incur approximately 20 additional hours of attorney time in
8 finalizing this settlement. (Sung Decl., ¶¶ 21-22; Luu Decl., ¶ 8.) Class Counsel request an hourly
9 rate of \$800 per hour for William Sung and \$450 per hour for Tiffany Luu, which are reasonable in
10 light of their respective skills, wage and hour class action litigation experience, reputation, and fee
11 awards to other attorneys of similar experience in California, and this Court has previously
12 approved these rates to Class Counsel. (Sung Decl. at ¶¶ 14-20; Luu Decl. ¶¶ 2-7.)

13 Furthermore, courts are quite liberal in the evidence required to prove an attorney’s hours.
14 Detailed time records are not required. An attorney’s testimony alone may suffice: “Testimony of
15 an attorney as to the number of hours worked on a particular case is sufficient evidence to support
16 an award of attorney fees, even in the absence of detailed time records.” (*Martino v. Denevi* (1986)
17 182 Cal. App. 3d 553, 559.) Reasonable hours include, in addition to time spent during litigation,
18 the time spent before the action is filed, including time spent interviewing the clients, investigating
19 the facts and the law, and preparing the initial pleadings. (*New York Gaslight Club, Inc. v. Carey*
20 (1980) 447 U.S. 54, 62.) Further, the fee award should include fees incurred to establish and defend
21 the attorneys’ fee claim. (*Serrano v. Unruh* (1982) 32 Cal. 3d 621, 639.) Thus, Class Counsel
22 requests that the court find that these hours were reasonable in this litigation.

23 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
24 experience in the relevant community. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,
25 1095.) The court may consider other factors when determining a reasonable hourly rate, *e.g.*, the
26 attorney’s skill and experience, the nature of the work performed, the relevant area of expertise and
27 the attorney’s customary billing rates. (*Flannery v. California Highway Patrol* (1998) 61
28 Cal.App.4th 629, 632-633.) Here, Class Counsel’s skill and experience justify the requested rate. As

1 shown in the supporting declarations, Class Counsel’s practice focuses on representing employees
2 in employment matters, particularly wage and hour cases and have been previously certified as class
3 counsel by other courts. (Sung Decl., ¶¶ 14-20, Exhs. 1-2; Luu Decl. ¶¶ 2-7.)

4 Based on the hours and applicable rate, the total lodestar to be expended by Class Counsel to
5 date is approximately \$104,595.00, which is a 1.27 lodestar multiplier to the requested fee award of
6 \$133,333.33. The California Supreme Court found that “2 to 4” is a reasonable range for multipliers
7 on a cross-check. (*Laffitte*, 231 Cal. App. 4th at 881-82.) Thus, Plaintiff’s 1.27 multiplier further
8 supports Plaintiff’s request for one-third of the common fund. As such, the requested fee award is
9 fair and reasonable and should be awarded in its entirety. Class Counsel risked not only a great deal
10 of time, but also a great deal of expense to ensure the successful litigation of this action on behalf of
11 all Class Members. For such reasonable, Class Counsel’s request for attorneys’ fees in the amount
12 of \$133,333.33 is fair, reasonable, and adequate.

13 **VI. THE COURT SHOULD APPROVE THE REQUEST FOR COSTS**

14 In addition to Class Counsel’s lodestar, Class Counsel has also expended \$9,252.71 in
15 litigation related costs, which have been detailed in the supporting declaration of Class Counsel.
16 (Sung Decl. ¶ 23, Exh. 3.) Pursuant to the Settlement Agreement, Class Counsel may seek
17 reimbursement of costs up to \$20,000, (Settlement Agreement at III.B.2), and the requests costs are
18 substantially less than the agreed upon \$20,000. Thus, the cost request should be approved.

19 **VII. THE SETTLEMENT ADMINISTRATOR’S FEES AND COSTS SHOULD BE**
20 **APPROVED (CMO#1 (H)(5))**

21 Pursuant to the terms of the Settlement Agreement, the fees and costs of the Settlement
22 Administrator, are to be paid out of the common fund. As shown on the Admin Declaration, the
23 settlement administration fees are based on a flat-sum amount of \$19,896.00. (Admin Decl. ¶ 17,
24 Ex. C.) To date, the Settlement Administrator has spent time (i) preparing, printing, and mailing the
25 Notice Packet, including updating mailing addresses utilizing the National Change of Address
26 Database; (ii) receiving returned Notice Packets, performing skip traces on the returned notices, and
27 remailing the Notice Packets; (iii) providing call center support to Class Members via a toll-free
28 telephone number; and (iv) providing weekly reports. (*Id.* at ¶¶ 4-16.) After the final approval, the

1 Settlement Administrator will continue with the calculation of the settlement checks, issuance and
2 mailing of those settlement checks, etc., and preparation of the necessary tax reporting on such
3 payments. (*Id.* at ¶ 17.) The Administrator will mail the Individual Settlement payments in an
4 envelope that bears the notation “YOUR CLASS ACTION SETTLEMENT CHECK IS
5 ENCLOSED”; posting a copy of the Order and Judgment of Final Approval of Class Action
6 Settlement on its website; and provide a compliance report and declaration regarding the total
7 amount of uncashed checks and further distribute the uncashed funds consistent with the Settlement
8 Agreement. (*See* [Proposed] Order and Judgment of Final Approval of Class Action Settlement.)

9 All of these duties are included in the agreed-upon flat fee of \$19,896.00. Thus, the
10 Settlement Administrator’s fees should be approved.

11 **VIII. LWDA HAS BEEN PROVIDED WITH NOTICE OF THIS HEARING**

12 Plaintiff gave notice to the LWDA by uploading a copy of the Order Granting Preliminary
13 Approval of Class Action Settlement and this Motion and Proposed Order. (Sung Decl. ¶ 24, Exh. 4
14 – LWDA Upload Confirmation.)

15 **IX. CONCLUSION**

16 For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff
17 respectfully submits that the standards for final approval have been met, and the terms of the
18 Settlement Agreement are fair, adequate and reasonable.

19 Accordingly, Plaintiff respectfully requests that the Court enter an Order in the form
20 proposed and submitted:

- 21 1. Granting final approval to the proposed Settlement;
- 22 2. Approving distribution of the settlement funds to the Class Members pursuant to the
23 terms of the Settlement Agreement;
- 24 3. Approving Plaintiff’s request for an award of the class representative enhancement
25 of \$7,500.00;
- 26 4. Approving attorney’s fees award in the amount of \$133,333.33 to Justice for
27 Workers, P.C.;

28 ///

- 1 5. Approving attorney’s costs award in the amount of \$9,252.71 to Class Counsel;
- 2 6. Approving Plaintiff’s request for payment of the settlement administration costs to
- 3 the Settlement Administrator in the amount of \$19,896.00;
- 4 7. Approving that the funds from any checks returned as undeliverable, and any checks
- 5 not negotiated within 180 days, shall be transmitted to the California State Controller’s office in the
- 6 name of the Class Member.
- 7 8. Setting a Nonappearance Compliance Hearing date on July 6, 2026 with a deadline
- 8 to file a compliance declaration on or before June 29, 2026; and
- 9 9. Entering final judgment as to all members of the Class.

10

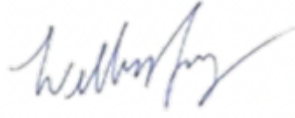
11 DATED: May 18, 2025

Respectfully submitted,

12 **JUSTICE FOR WORKERS, P.C.**

13

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15 By: 

16 William C. Sung, Esq.
Tiffany L. Luu, Esq.
Attorneys for Plaintiff Randall Bachman

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