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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

DONTE BOOZE, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

AIR LIQUIDE ADVANCED MATERIALS,
INC., a Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 24CV060686

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

*[Filed concurrently with Declaration of Larry W.
Lee; Declaration of William L. Marder;
Declaration of Dante Booze; Declaration of
Mayra Gonzalez; [Proposed] Order and Final
Judgment]*

Date: January 15, 2026

Time: 10:00 a.m.

Department: 18

Reservation No. 318479431349

Complaint Filed: January 19, 2024

DONTE BOOZE, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

AIR LIQUIDE ADVANCED MATERIALS,
INC., a Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

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1 **TO THE COURT, DEFENDANT, AND ITS COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on January 15, 2026, at 10:00 a.m., or as soon thereafter as the
3 matter may be heard in Department 18, of the above-entitled court located at 1221 Oak Street, Oakland,
4 California 94612, Plaintiff Dante Booze (“Plaintiff”) will and hereby does move for an Order:

- 5 1. Granting final approval to the Joint Stipulation of Class and Representative Action
6 Settlement (“Settlement Agreement” or “Agreement”) in this action;
- 7 2. Approving distribution of the settlement funds to Class Members and PAGA Settlement
8 Employees pursuant to the terms of the Agreement;
- 9 3. Approving Plaintiff’s request for a service award of \$5,000.00 to the Class Representative
10 pursuant to the terms of the Agreement;
- 11 4. Approving Class Counsel’s request for an award of attorneys’ fees of 33⅓% of the
12 \$424,666.49 Gross Settlement Amount, or \$141,555.16, and reimbursement of litigation
13 costs of \$12,380.35 pursuant to the terms of the Agreement;
- 14 5. Approving Plaintiff’s request for payment of the settlement administration costs to Phoenix
15 Settlement Administrators in the amount of \$8,750.00 pursuant to the terms of the
16 Agreement;
- 17 6. Approving Plaintiff’s request for payment to the Labor & Workforce Development Agency
18 of \$30,000.00 pursuant to the terms of the Agreement; and
- 19 7. Entering final judgment as to all members of the Class and the State of California (including
20 the Labor and Workforce Development Agency) in this action.

21 This motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for
22 Court approval of the settlement of a purported class action and allows the Court to grant final
23 certification of a class for settlement purposes. The Class’s unanimous and enthusiastic approval of the
24 settlement—as shown by the lack of any opts outs, workweek disputes, and objections to the
25 settlement—supports that the settlement is fair, reasonable, and adequate, and should be granted final
26 approval.

27 This motion is based on the attached Memorandum of Points and Authorities, the supporting
28 Declarations of Larry W. Lee; William L. Marder; Plaintiff; Mayra Gonzalez of Phoenix Settlement

Administrators, upon the oral arguments of counsel (should any be required), and on the complete records and file herein.

DATED: December 16, 2025

DIVERSITY LAW GROUP, P.C.

By: 

Larry W. Lee
Attorneys for Plaintiff

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **TABLE OF CONTENTS**

	Page
SUMMARY OF MOTION.....	1
DISCUSSION	2
I. The Gross Settlement Amount Increased Due to the Settlement Agreement’s Escalation Clause	2
II. Class Members Were Provided Notice of the Settlement.....	3
III. The Fair, Adequate, and Reasonable Settlement Should Be Given Final Approval.	4
A. The Strength of the Case and Likelihood of Class Certification Support Approval.	4
1. The Class Is Ascertainable.....	4
2. There Is a Community of Interest.	5
a. There Are Predominant Common Questions of Law and Fact.....	5
b. Plaintiff’s Claims Are Typical of the Class Claims.....	5
c. Plaintiff Adequately Represented the Class.....	6
B. Defendant’s Allegations and Position on Class Certification Support Approval.	6
C. Risks, Expenses, and Complexity of Further Litigation Support Approval.	7
D. The Settlement Terms and Negotiation—as Well as the Class Member Response—All Support the Conclusion that the Settlement is Fair, Adequate, and Reasonable.	7
IV. Well-Established Legal Principles Support Final Approval of the Settlement.....	7
A. The Settlement is Presumed to Be Fair.....	9
B. Two-Way Costs and Other Risks Inherent in Litigation Favor Final Approval.....	9
C. The Complexity, Expense, and Likely Duration of Continued Litigation Against Defendant Favor Final Approval.	10
D. The Opinion of Experienced Counsel Favors Final Approval.....	11
V. The Proposed Payments and Procedures Should Be Approved.....	11
A. The Proposed Procedure for Uncashed Settlement Checks Should Be Approved.	11
B. The Requested Class Representative Service Award Should Be Approved.....	11
C. The Requested Attorneys’ Fees Should Be Approved.	12
1. The Percentage of the Fund Method Supports the Requested Fees.....	12

1	2. The Lodestar Cross-Check Supports the Requested Fees.....	14
2	D. The Court Should Approve the Request for Reimbursement of Costs.	16
3	E. The Administrator’s Fees and Costs Should Be Approved.	16
4	VI. Notice to the LWDA Has Been Provided.	16
5	CONCLUSION.....	16

TABLE OF AUTHORITIES

Page

State Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> , 85 Cal. App. 4th 1135, 1146 (2000)	8
<i>Chavez v. Netflix, Inc.</i> , 162 Cal. App. 4th 43, 66 n.11 (2008)	13, 14
<i>City of Oakland v. Oakland Raiders</i> , 203 Cal. App. 3d 78 (1988)	14
<i>Classen v. Weller</i> , 145 Cal. App. 3d 27, 45 (1983)	6
<i>Flannery v. California Highway Patrol</i> , 61 Cal. App. 4th 629, 632-33 (1998)	15
<i>Laffitte v. Robert Half Int’l</i> , 1 Cal. 5th 480, 503 (Aug. 11, 2016)	13
<i>Lockheed Martin Corp. v. Superior Court</i> , 29 Cal. 4th 1096, 1104-05 (2003)	5
<i>Martino v. Denevi</i> , 182 Cal. App. 3d 553, 559 (1986)	15
<i>Moniz v. Adecco USA, Inc.</i> , 72 Cal. App. 5th 56, 77 (2021)	9
<i>PLCM Group, Inc. v. Drexler</i> , 22 Cal. 4th 1084, 1095 (2000)	15
<i>Reese v. Wal-Mart Stores, Inc.</i> , 73 Cal. App. 4th 1225, 1234 (1999)	5
<i>Reyes v. San Diego County Board of Supervisors</i> , 196 Cal. App. 3d 1263, 1271 (1987)	4, 5
<i>Richmond v. Dart Industries, Inc.</i> , 29 Cal.3d at 470 (1981)	5
<i>Serrano v. Priest</i> , 20 Cal. 3d 25, 34 (1977) [<i>Serrano III</i>]	12
<i>Serrano v. Unruh</i> , 32 Cal. 3d 621, 639 (1982) [<i>Serrano IV</i>]	15
<i>Simons v. Horowitz</i> , 151 Cal.App.3d 834, 846 (1984)	6
<i>Sutter Health Uninsured Pricing Cases</i> , 171 Cal App.4th 495, 512 (2009)	14
<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal. App. 4th 224, 255 (2001)	12, 14

Federal Cases

<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472, 478 (1980)	12
<i>Boyd v. Bechtel Corp.</i> , 485 F. Supp. 610, 616-17 (N.D. Cal. 1979)	9, 11
<i>Brotherton v. Cleveland</i> , 141 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001)	12
<i>Byrd v. Civil Serv. Comm’n</i> , 459 U.S. 1217 (1983)	8
<i>Church v. Consolidated Freightways, Inc.</i> , 1993 WL 149840 (N.D. Cal. 1993)	8
<i>City of Detroit v. Grinnell Corp.</i> , 495 F. 2d 448, 470 (2d Cir. 1974)	13, 14
<i>Class Plaintiff v. City of Seattle</i> , 955 F.2d 1268, 1291 (9th Cir. 1992)	7, 8

1	<i>Cook v. Niedert</i> , 142 F.3d 1004, 1016 (7th Cir. 1998)	12
2	<i>Craft v. County of San Bernardino</i> , 624 F. Supp. 2d 1113, 1125-26 (C.D. Cal. 2008).....	15
3	<i>Dyer v. Wells Fargo Bank, N.A.</i> , 303 F.R.D. 326, 334 (N.D. Cal. 2014).....	15
4	<i>Eisen v. Carlisle & Jacquelin</i> , 417 U.S. 156, 174-75 (1974)	4
5	<i>Ellis v. Naval Air Rework Facility</i> , 87 F.R.D. 15, 18 (N.D. Cal. 1980)	9, 11
6	<i>Enter. Energy Corp. v. Columbia Gas Transmission Corp.</i> , 137 F.R.D. 240, 251-52 (S.D. Ohio 1991) 12	
7	<i>Fernandez v. Victoria Secret Stores LLC</i> , 2008 WL 8150856, *16 n. 59 (C.D. Cal. July 21, 2008).....	13
8	<i>Gaskill v. Gordon</i> , 160 F.3d 361, 363 (7th Cir. 1998).....	13
9	<i>Girsh v. Jepson</i> , 521 F.2d 1 53, 157 (3d Cir. 1975).....	9, 10
10	<i>Glass v. UBS Fin. Servs.</i> , No. C-06-4068, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27,	
11	2007)	12
12	<i>Hanon v. Dataproducts Corp.</i> , 976 F.2d 497, 508 (9th Cir. 1992).....	6
13	<i>Hopkins v. Stryker Sales Corp.</i> , No. 11-CV-02786-LHK, 2013 WL 496358, at *5 (N.D. Cal. Feb. 6,	
14	2013)	15
15	<i>In re Dun & Bradstreet Credit Servs. Customer Litig.</i> , 130 F.R.D. 366, 374 (S.D. Ohio 1990)	12
16	<i>In re General Motors Corp.</i> , 55 F.3d 768, 806 (3d Cir. 1995).....	9
17	<i>In re Rite Aid Corp. Secs. Litig.</i> , 396 F.3d 294, 306-307 (3d Cir. 2005).....	14
18	<i>In re Wash. Pub. Power Supply Sys. Sec. Litig.</i> , 720 F.Supp. 1379 (D. Ariz. 1989), <i>aff'd sub nom.</i>	8
19	<i>Mullane v. Central Hanover Bank & Trust Co.</i> , 339 U.S. 306, 314 (1950)	4
20	<i>New York Gaslight Club, Inc. v. Carey</i> , 447 U.S. 54, 62 (1980).....	15
21	<i>Phillips Petroleum Co. v. Shutts</i> , 472 U.S. 797, 811-12 (1985)	4
22	<i>Swedish Hospital v. Shalala</i> , 1 F.3d 1261, 1272 (D.C. Cir. 1993).....	13
23	<i>Van Bronkhorst v. Safeco Corp.</i> , 529 F.2d 943, 950 (9th Cir. 1976)	8, 11
24	<i>Van Vranken v. Atlantic Richfield Co.</i> , 901 F. Supp. 294, 299-300 (N.D. Cal. 1995)	12
25	<i>Vincent v. Hughes Air West, Inc.</i> , 557 F. 2d 759, 769 (9th Cir. 1997)	12
26	<i>Vizcaino v. Microsoft Corp.</i> , 290 F.3d 1043, 1051 (9th Cir. 2002).....	15
27	<i>Willner v. Manpower Inc.</i> , No. 11-CV-02846-JST, 2015 WL 3863625, at *7 (N.D. Cal. June 22, 2015)	
28		15
	<i>Young v. Katz</i> , 447 F.2d 431, 433-34 (5th Cir. 1971).....	10

Statutes

Business and Professions Code § 17200, <i>et seq.</i>	1
Code of Civil Procedure § 384.....	11
Labor Code § 226(a)	1
Labor Code § 226(e)	6

Other Authorities

<i>4 Newberg on Class Actions</i> , 4th § 11.41 (2008)	8, 11
<i>Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-Competitive Fees</i> (Fall 2003) 81 Wash U. L. Q. 653, 659 n. 11).....	13
Fitzpatrick, <i>An Empirical Study of Class Action Settlements and Their Fee Award</i> , 7 J. Empirical Leg. Stud. 811, 833 (2010).....	13
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Rules

California Rule of Court 3.769	7
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SUMMARY OF MOTION

On January 19, 2024, Plaintiff Dante Booze (“Plaintiff”) filed this class action complaint against, Defendant Air Liquide Advanced Materials, Inc. The class action complaint alleges Defendant violated, including, but not limited to, Labor Code §§ 201-203, 226, 226.7, 246, 512; the applicable Industrial Welfare Commission Wage Orders; and Business and Professions Code § 17200, *et seq.*, by failing to maintain a policy and practice of: (1) providing accurate, itemized wage statements in violation of Labor Code section 226(a); (2) providing proper meal and rest breaks and failing to pay meal and rest period premium at the regular rate of pay in violation of Labor Code sections 226.7 and 512; (3) providing sick pay at the regular rate of pay in violation of Labor Code sections 201, 202, 203, and 246; and (4) engaging in unlawful business practices in violation of Business and Professions Code § 17200, *et seq.*

Plaintiff now seeks the Court’s final approval of the Joint Stipulation of Class and Representative Action Settlement, as modified by the Amendment to Joint Stipulation of Class and Representative Action Settlement (collectively the “Agreement”). The Agreement provides for a \$424,666.49 fund to be created for the benefit of the Class, from which attorneys’ fees, litigation costs, service award to the Class Representative, payment to the California Labor and Workforce Development Agency (“LWDA”), and costs of settlement administration are to be paid. The net settlement fund remaining after these deductions will be paid to Class Members and PAGA Settlement Employees.

The history of this litigation was previously detailed in Plaintiff’s Preliminary Approval Motion (filed on July 16, 2025) and is incorporated herein by reference. On August 28, 2025, the Court preliminarily approved this settlement. It directed distribution of the Notice of Class Action Settlement (“Class Notice”) and scheduled the hearing for final approval of settlement (the “Preliminary Approval Order”).

As directed by the Court, on September 30, 2025, the Settlement Administrator, Phoenix Settlement Administrators, distributed the Class Notice to two hundred and seventeen (217) Class Members. Declaration of Mayra Gonzalez on behalf of Phoenix Settlement Administrators (“Admin Decl.”) ¶ 5. The Settlement Administrator received zero (0) Notices of Objection from Class Members. *Id.* ¶ 8. Similarly, the Settlement Administrator received zero (0) Requests for Exclusion from Class Members. *Id.* ¶ 7. As such, there is a 100% Class Member participation rate. *Id.* ¶¶ 7-10. Based on the

Class Members' response, an inference can be made that the Class and its members strongly endorse the Court's Preliminary Approval Order, finding that the Settlement Agreement to be both fair and reasonable.

In addition to the results of the notice process, the points discussed in Plaintiff's Preliminary Approval Motion also support final approval of the settlement:

- After invoking the Escalator Clause (as discussed in Section I), the settlement provides a total settlement sum of \$424,666.49;
- The settlement is fair given that Class Members will receive (*after* deductions for fees, costs, etc.) a substantial amount of money (on average, each Settlement Class Member will receive approximately \$999.91), *see* Admin Decl. ¶ 13, and an additional \$75.76 as an Aggrieved Employee, *see* Admin Decl. ¶ 14);
- Class Members did not need to submit claim forms to participate in the settlement, but are automatically included in the Class, unless they opted-out;
- The allocation reflects that payment of claims will be paid to all Class Members in proportion to the number of work weeks worked by each Class Member during the Class Period;
- Plaintiff conducted significant investigation in this case, including extensive informal discovery and exchanges of information by Plaintiff and Defendant of class data necessary for Plaintiff to fully evaluate this case; and
- California's LWDA will also be the beneficiary of this settlement as it will receive \$30,000.00, should this settlement be granted final approval.

Accordingly, the Court should grant Final Approval consistent with the Preliminary Approval Order.

DISCUSSION

I. The Gross Settlement Amount Increased Due to the Settlement Agreement's Escalation Clause

The Settlement Agreement and motion for preliminary approval originally contemplated a Gross Settlement Amount of \$400,000, subject to a potential and voluntary increase pursuant to the Settlement Agreement's Escalation Clause.¹ Settlement Agreement at ¶ C.10. Subsequent to the Court's granting

¹ The Escalation Clause states: The Gross Settlement Amount was calculated with, and is premised on, Defendant's representation at mediation that there are approximately 18,365 workweeks worked by the Class Members during the Class Period. Should the total number of workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e., if the workweeks exceed 20,201), Defendant, at their option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reaches 20,201, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class

1 of preliminary approval and the Preliminary Approval Order, Defendant finalized the total workweeks
2 worked by the Class Members during the Class Period, which resulted in the triggering of the Settlement
3 Agreement's Escalation Clause. Specifically, in light of the total workweeks worked by the Class
4 Members (21,334), pursuant to the terms of the Escalation Clause, Defendant elected to increase the
5 Gross Settlement Amount from \$400,000.00 to \$424,666.49. Admin Decl. ¶ 11.

6 **II. Class Members Were Provided Notice of the Settlement.**

7 The notice procedures required by the Preliminary Approval Order have been followed and
8 satisfy all due process rights of the Class Members. The Preliminary Approval Order contemplated that
9 Phoenix Settlement Administrators would serve as the Settlement Administrator. It also contemplated
10 that the Class Notice would be sent to all Class Members by first class mail, as specified in the
11 Agreement.

12 As clearly stated in the Admin Declaration, notice was provided to Class Members, as required by
13 the Preliminary Approval Order. On September 17, 2025, the Settlement Administrator received a data
14 file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers,
15 and workweeks for each Class Member during the Class Period. Admin Decl. ¶ 3. The final mailing list
16 contained two hundred seventeen (217) individuals identified as Class Members. *Id.*

17 On September 19, 2025, the Settlement Administrator conducted a National Change of Address
18 search in an attempt to update the Class Data of addresses as accurately as possible. Admin Decl. ¶ 4. A
19 search of this database provides updated addresses for any individual who has moved in the previous
20 four (4) years and notified the U.S. Postal Service of their change of address. *Id.* Thereafter, on
21 September 30, 2025, the Settlement Administrator Phoenix mailed the Class Notice via U.S. first class
22 mail to all two hundred seventeen (217) Class Members in the Class Data. *Id.* ¶ 5. The Class Notice
23 provided Class Members with Class Counsel's contact information, where they could further seek
24 information regarding the settlement, leave questions for the Administrator, and update their addresses.
25 *Id.* Ex. A. From the date of mailing, twenty (20) Class Notices were returned to the Administrator. *Id.* ¶
26 6. For the twenty (20) Class Notices returned from the Post Office without a forwarding address, the

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28 _____
Members above the 10% (i.e., if there was 11% increase in the number workdays [sic] during the Class
Period, Defendant would agree to increase the Gross Settlement Amount by 1%).

1 Settlement Administrator attempted to locate a current mailing address using TransUnion TLOxp. *Id.* Of
2 the twenty (20) Class Notices that were skip traced, twenty (20) updated addresses were obtained and
3 the Class Notice was promptly re-mailed to those Class Members via first class mail. *Id.* None of the re-
4 mailed Class Notices were returned a second time. *Id.* In other words, all Class Members received a
5 copy of the Class Notice and none found to be undeliverable.

6 Plaintiff provided the “best notice practicable” in this case as necessary to protect the due
7 process rights of class members. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985)
8 (providing “best notice practicable” with description of the litigation and explanation of opt-out rights
9 satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974) (explaining individual
10 notice must be sent to class members who can be identified through reasonable means); *Mullane v.*
11 *Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (stating best practicable notice is that
12 which is “reasonably calculated, under all the circumstances, to apprise interested parties of the
13 pendency of the action and afford them an opportunity to present their objections”).

14 Here, Class Members were mailed a notice that explained the settlement and allowed Class
15 Members to seek information, ask questions, and object, if so desired. As such, proper notice has been
16 given to Class Members. Thus, the Court may determine the fairness and adequacy of the settlement and
17 enter its Order granting final approval, secure in the knowledge that all absent Class Members have been
18 given the opportunity to participate fully in the claims, exclusion, and the approval process.

19 **III. The Fair, Adequate, and Reasonable Settlement Should Be Given Final Approval.**

20 **A. The Strength of the Case and Likelihood of Class Certification Support Approval.**

21 The Court already addressed the requirements for certifying a class for settlement purposes in its
22 Order granting preliminary approval. While incorporating the Court’s prior analysis by reference,
23 Plaintiff briefly addresses the requirements again here.

24 **1. The Class Is Ascertainable.**

25 “Whether a class is ascertainable is determined by examining (1) the class definition, (2) the size
26 of the class, and (3) the means available for identifying the class members.” *Reyes v. San Diego County*
27 *Board of Supervisors*, 196 Cal. App. 3d 1263, 1271 (1987); *see also* Code Civ. Proc. § 382.

1 Here, the Class includes any current or former non-exempt employees who worked for
2 Defendant in the State of California at any time during time period from January 19, 2020 through
3 August 28, 2025 (the “Class Period.”) Agreement ¶ B(7).

4 There are two hundred seventeen (217) individuals that comprise the Class. Admin Decl. ¶ 5.
5 This is more than the minimum required to certify a class. Within the context of manageability, the issue
6 is whether there exists sufficient means for identifying class members at the remedial stage. *Reyes*, 196
7 Cal. App. 3d at 1274-75. Here, Class Members have already been identified and have already been sent
8 notice.

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

10 The “community of interest” requirement embodies three separate factors: (1) predominant
11 common questions of law or fact; (2) class representatives whose claims are typical of the class; and (3)
12 class representatives who can adequately represent the class. *Richmond v. Dart Industries, Inc.*, 29 Cal.
13 3d 462, 470 (1981); *Reese v. Wal-Mart Stores, Inc.*, 73 Cal. App. 4th 1225, 1234 (1999).

14 **a. There Are Predominant Common Questions of Law and Fact.**

15 “The ultimate question in every case of this type [class actions] is whether ... the issues which
16 may be jointly tried, when compared with those requiring separate adjudication, are so numerous and
17 substantial that the maintenance of a class action would be advantageous to the judicial process and to
18 the litigants.” *Lockheed Martin Corp. v. Superior Court*, 29 Cal. 4th 1096, 1104-05 (2003).

19 Here, Plaintiff alleges that Defendant, as a matter of common corporate policy, practice, or
20 procedure, failed to provide proper meal and rest periods or compensation in lieu thereof at the regular
21 rate of pay, failed to pay sick pay and pay sick pay at the regular rate of pay, failed to provide compliant
22 wage statements, and 4) engaged in unlawful business practices. While Defendant denies that liability
23 could be established on a class-wide basis and contends instead that liability would need to be conducted
24 on a case-by-case basis, Plaintiff asserts that common questions predominate Plaintiff’s theory of
25 liability.

26 **b. Plaintiff’s Claims Are Typical of the Class Claims.**

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

1 have the motive to litigate on behalf of the class. *Classen v. Weller*, 145 Cal. App. 3d 27, 45 (1983).
2 Courts look to “whether the action is based on conduct which is not unique to the named Plaintiff” and
3 whether other class members were injured by the same conduct. *Hanon v. Dataproducts Corp.*, 976 F.2d
4 497, 508 (9th Cir. 1992). The purpose of the typicality requirement “is to assure that the interest of the
5 named representative aligns with the interests of the class.” *Id.* at 508.

6 Plaintiff alleges that he was subjected to the same meal/rest break, sick pay, and wage statement
7 policies and practices as all other Class Members. Specifically, like other members of the Class, Plaintiff
8 alleges: (1) he was not provided with proper meal and rest breaks, nor paid the proper premium
9 compensation at the regular rate of pay, (2) was not provided with proper sick pay, nor paid sick pay at
10 the regular rate of pay, and (3) was not provided with proper wage statements. Declaration of Dante
11 Booze (“Booze Decl.”) ¶¶ 3-5. In sum, Plaintiff alleges he was subjected to the same policies and
12 practices as other Class Members. Plaintiff’s claims thus are typical to those of Class Members.

13 **c. 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*, 151 Cal. App. 3d 834,
16 846 (1984). Here, Plaintiff does not have any interests adverse to the Class, nor have any such issues
17 been raised or presented. Plaintiff has taken all necessary steps to represent the interests of the Class,
18 including providing information and documents to his counsel and reviewing pleadings in this case.
19 Booze Decl. ¶ 6. For such reasons, Plaintiff has adequately represented Class Members.

20 **B. Defendant’s Allegations and Position on Class Certification Support Approval.**

21 Defendant asserts, among other arguments, that even assuming that a class could have been
22 certified, Plaintiff would be unable to establish class-wide liability. For example, Defendant contended
23 that (1) Class Members were provided with proper meal and rest breaks in accordance with California
24 law, (2) Class Members were paid properly for their sick pay, (3) the wage statements issued to Class
25 Members complied with California law and that liability under Section 226(e) would be subject to
26 defenses requiring proof of injuries resulting from knowing and intentional violations.² Likewise,
27 Defendant contends that PAGA penalties, assuming any were awarded, would be subject to discretionary
28

² Except as otherwise noted, all “Section” references are to the Labor Code.

1 reductions. Based thereon, Defendant continues to deny Plaintiff's claims and maintains that it is not liable
2 for the allegations made by Plaintiff or for the amounts alleged by Plaintiff.

3 **C. Risks, Expenses, and Complexity of Further Litigation Support Approval.**

4 Plaintiff believes that a class can be certified. However, Plaintiff also believes in the fairness of
5 the settlement when factoring in the uncertainty and risks involved in not prevailing on the theory of
6 liability alleged in the Complaint, the possibility of non-certification, and the potential for appeals.

7 There is always a risk that the court will not grant certification of the class. As Defendant alleges
8 that a class could not have been certified, there was at least a considerable risk that Plaintiff would not
9 have certified a class on all or any of the claims alleged and/or, assuming a class was certified on all or
10 some of the claims, obtained the total amount of damages sought. In addition, there are a significant
11 number of complex issues that would have necessitated substantial expenditure of time and expenses.
12 Therefore, the risks, expenses, and complexity of further litigation warrant granting of this motion.

13 **D. The Settlement Terms and Negotiation—as Well as the Class Member Response—**
14 **All Support the Conclusion that the Settlement is Fair, Adequate, and Reasonable.**

15 Without reiterating the details in the Preliminary Approval Motion showing that the Agreement
16 (and the negotiation process that led up to it) is fair and adequate, Plaintiff highlights the following facts.
17 The Agreement was the product of an arms-length negotiation between highly able and experienced
18 attorneys on both sides who possessed the relevant data and extensive legal research which they had
19 carefully analyzed. Declaration of Larry W. Lee ("Lee Decl.") ¶ 4.

20 Following notice to the Class Members, not a single objection or exclusion to the settlement was
21 received. Admin Decl. ¶¶ 7-8. Given that not a single Class Member submitted an objection or
22 exclusion request from the settlement, the Court may appropriately infer that the class action settlement
23 is fair, adequate, and reasonable,. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir.
24 1992). Indeed, the Class Members' response (or failure to respond) suggests the preliminarily approved
25 settlement should now be granted final approval.

26 **IV. Well-Established Legal Principles Support Final Approval of the Settlement.**

27 On a motion for final approval of a class action settlement under Code of Civil Procedure section
28 382 and Rule 3.769 of the California Rules of Court, a court's inquiry is whether the settlement is "fair,

adequate and reasonable.” *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982). A settlement is fair, adequate, and reasonable, and therefore merits final approval, when “the interests of the class are better served by the settlement than by further litigation.” *See Manual for Complex Litigation, Fourth* § 21.6 at 309 (Fed. Jud. Ctr., 4th ed. 2004) (“MCL”). The law favors settlement, particularly in class actions and other complex cases, where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. *See* 4 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions* § 11.41 (4th ed. 2002); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992); *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976).

Although the Court possesses “broad discretion” in determining that a proposed class action settlement is fair, the Court’s role must be limited to the extent necessary to reach a reasoned judgment that the Agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate to all concerned. *See Officers for Justice*, 688 F.2d at 625. Accordingly, the Court should give due regard to what is otherwise a “private consensual agreement” between the parties. *Id.*; *see also Church v. Consolidated Freightways, Inc.*, 1993 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 720 F. Supp. 1379 (D. Ariz. 1989), *aff’d sub nom.*; *City of Seattle*, 955 F.2d 1268; MCL § 21.6 at 309 (“The judicial role in reviewing a proposed settlement is critical, but limited to approving the proposed settlement, disapproving it, or imposing conditions on it. The judge cannot rewrite the agreement”).

As the Court of Appeal has cautioned:

It cannot be overemphasized that neither the trial court in approving the settlement nor this Court in reviewing that approval have the right or duty to reach any ultimate 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] and the appellate court ‘need not and should not reach any dispositive conclusions on the admittedly unsettled legal issue.

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

On a related note, a court’s review and approval of a PAGA settlement is subject to a similar standard. A court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and

to maximize enforcement of state labor laws. *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56, 77 (2021).

A. The Settlement is Presumed to Be Fair

The Court should begin with the presumption that the settlement is fair and should be approved:

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

Dunk v. Ford Motor Co., 48 Cal. App. 4th 1794, 1802 (1996); *accord*, *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980); *In re Wash. Pub Power Supply*, 720 F. Supp. at 1387.

The Agreement in the case warrants approval and carries a presumption of fairness. As previously noted in the application for Preliminary Approval, this Agreement was negotiated at arm’s length. Lee Decl. ¶ 5. Class Counsel engaged in extensive factual investigation before settling, including the exchange of extensive formal and informal discovery and class data enabling Class Counsel to evaluate the full extent of Defendant’s potential liability. *Id.* ¶ 4. Further, Class Counsel is highly experienced in this type of litigation. As shown in the supporting declarations, Class Counsel has significant experience in class actions and employment wage and hour matters. *Id.* ¶ 8; Declaration of William L. Marder (“Marder Decl.”) ¶¶ 8-12.

B. Two-Way Costs and Other Risks Inherent in Litigation Favor Final Approval.

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

If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff would have been potentially responsible for Defendant’s fees and costs. Likewise, any other current or former employees that bring individual claims also would face the uncertainty of prevailing and the possibility of paying fees and costs to Defendant. For that reason, many of these current and former employees likely would

1 not pursue claims. This lawsuit thus achieves a true benefit for the Class that they otherwise might not
2 get or even seek as individuals. Here, given that a fair and reasonable settlement has been reached,
3 neither Plaintiff nor any of the Class Members will be required to pay for Defendant's litigation fees and
4 costs.

5 The risks of this case were weighed by Class Counsel and should be considered a significant
6 factor by the Court in its determination of final approval. Class Counsel obtained a significant settlement
7 for the Class that resulted in a fair recovery which at the same time provides for finality and no risk of
8 costs by the Class Members or Class Representative.

9 **C. The Complexity, Expense, and Likely Duration of Continued Litigation Against**
10 **Defendant Favor Final Approval.**

11 Another factor considered by courts in approving a settlement is the complexity, expense, and
12 likely duration of the litigation. *See Officers for Justice*, 688 F.2d at 625; *Girsh*, 521 F.2d at 157. In
13 applying this factor, courts weigh the benefits of settlement against the expense and delay involved in
14 achieving a favorable result at trial. *Young v. Katz*, 447 F.2d 431, 433-34 (5th Cir. 1971).

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

24 While continued litigation could have led to appeals on several issues, the settlement that was
25 reached provides to all Class Members—regardless of their means—fair relief in a prompt and efficient
26 manner. Were the Court to deny final approval, the Class Members would be left without a remedy as a
27 practical matter and courts across the State would have to address the issues presented here in a
28 piecemeal, costly, and time-consuming manner. The settlement in this case is therefore consistent with

1 the “overriding public interest in settling and quieting litigation” that is “particularly true in class action
2 suits.” *See Van Bronkhorst*, 529 F.2d at 950; *see also 4 Newberg* § 11.41. Here, litigation of this case
3 through trial and appeals would require extended litigation.

4 **D. The Opinion of Experienced Counsel Favors Final Approval.**

5 Class Counsel supports the settlement as fair, reasonable, and adequate, as in the best interest of
6 the Class Members as a whole (and in light of PAGA’s purposes). Lee Decl. ¶ 5. Similarly, counsel for
7 Defendant, while continuing to deny Plaintiff’s claims and liability, is in favor of this settlement. The
8 endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is
9 entitled to significant weight by the Court. *See Officers for Justice*, 688 F.2d at 625; *Ellis*, 87 F.R.D. at
10 18; *Boyd*, 485 F. Supp. at 617; *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998).

11 **V. The Proposed Payments and Procedures Should Be Approved.**

12 **A. The Proposed Procedure for Uncashed Settlement Checks Should Be Approved.**

13 As referenced in the Motion for Preliminary Approval, to the extent any uncashed settlement
14 funds remain after 180 days, the Parties have agreed that the funds (upon the expiration date) would be
15 distributed pursuant to Code of Civil Procedure section 384 with 100% of the sum to be paid to CASA
16 (Court Appointed Special Advocates) of Alameda County. None of the settlement funds will revert to
17 Defendant.

18 **B. The Requested Class Representative Service Award Should Be Approved.**

19 Class Representative Dante Booze requests a service award of \$5,000.00. Plaintiff met with
20 Class Counsel to provide substantive information regarding Defendant’s practices. Booze Decl. ¶ 6.
21 Plaintiff provided invaluable information, evidence, and documents that resulted in this settlement.

22 In addition to the invaluable services that he provided, Plaintiff devoted approximately 35 hours
23 to the litigation on behalf of the Class, Booze Decl. ¶ 6. Plaintiff took significant risks, both
24 professionally and monetarily, in acting as the Class Representative to seek benefits for the Class.
25 Because the claims Plaintiff alleged involved the payment of fees and costs to the prevailing party,
26 Plaintiff could have possibly faced paying the fees and costs of Defendant had he not prevailed in this
27 action. Moreover, Plaintiff understood that an individual case would have resolved much faster than a
28

1 class action and involved much less financial risk than a class action. Despite this, Plaintiff agreed to
2 pursue this case on behalf of the Class. *Id.* ¶¶ 7-10.

3 Also, given that future employers are much less likely to hire individuals who have filed
4 employment-related lawsuits, particularly cases of this nature, the Class Representative also faces
5 significant risk in not being able to find suitable employment—all as a result of filing of this case against
6 Defendant. Plaintiff took this risk upon himself to the benefit of the Class. Booze Decl. ¶ 10. Class
7 Members did not have to file individual lawsuits and bear the risks of payment of costs if they did not
8 prevail, nor did they have to face the potential for retaliation and not getting future employment had they
9 filed a lawsuit which is a public record. These are significant benefits that weigh in favor of granting the
10 requested award. Moreover, this litigation has resulted in a significantly valuable benefit to the Class,
11 and Plaintiff took on substantial risks in helping to get this financial benefit to the Class. As such, the
12 award should be granted to Plaintiff for his commitment, dedication, and risks taken for this litigation.³

13 **C. The Requested Attorneys' Fees Should Be Approved.**

14 **1. The Percentage of the Fund Method Supports the Requested Fees.**

15 Class Counsel seeks a fee award calculated at 33⅓% of the total value of the settlement for the
16 successful prosecution and resolution of this action. California state and federal courts have recognized
17 that an appropriate method for determining award of attorneys' fees is based on a percentage of the total
18 value of benefits to class members by the settlement. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th
19 224, 254 (2001); *Serrano v. Priest*, 20 Cal. 3d 25, 34 (1977); *Boeing Co. v. Van Gemert*, 444 U.S. 472,
20 478 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1997). The purpose of this
21 equitable doctrine is to avoid unjust enrichment to the Class and to “spread litigation costs
22 proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden
23 alone.” *Vincent*, 557 F.2d at 769.

24 ³ Courts have routinely granted approval of settlements containing such incentive awards. *See Van*
25 *Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive award of
26 \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 374 (S.D. Ohio 1990)
27 (two incentive awards of \$55,000, and three incentive awards of \$35,000); *Brotherton v. Cleveland*, 141
28 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a \$50,000 incentive award); *Enter. Energy Corp. v.*
Columbia Gas Transmission Corp., 137 F.R.D. 240, 251-52 (S.D. Ohio 1991) (\$50,000 awarded to each
class representative); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan.
27, 2007) (awarding \$25,000 incentive award in FLSA overtime wages class action); *Cook v. Niedert*,
142 F.3d 1004, 1016 (7th Cir. 1998) (affirming \$25,000 incentive award to class representative).

1 The California Supreme Court has provided guidance regarding the award of attorneys' fees in
2 wage and hour class action settlements. Under California law, the award of attorneys' fees in common
3 fund wage and hour class action settlements should start with the percentage method. *See Laffitte v.*
4 *Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state
5 courts in holding that when class action litigation establishes a monetary fund for the benefit of the class
6 members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court
7 may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund
8 created"). Under the percentage of the fund method, a court's objective remains to "mimic the market"
9 in fixing a reasonable fee. *See Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (Posner, J.) ("When
10 a fee is set by a court rather than by contract, the object is to set it at a level that will approximate what
11 the market will set The judge, in other words, is trying to mimic the market in legal services.").

12 First, the fee award representing 33⅓% of the fund clearly falls within that range and is
13 consistent with other rulings of other courts and comprehensive surveys of class action settlements and
14 fee awards. Attorneys' fees awards of 35% of the fund are within the expected range in the "market in
15 legal services. *See Fitzpatrick, An Empirical Study of Class Action Settlements and Their Fee Award*, 7
16 J. Empirical Leg. Stud. 811, 833 (2010) (analyzing 444 cases between 2006-2007 and concluding that
17 "[m]ost fee awards were between 25 percent and 35 percent").⁴

18 Second, "the response of the class members to attorneys' fee notice, though not decisive, is
19 relevant to the ... reasonable determination" regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d 1261,
20 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court's "approximation of the
21 market" for fees is well supported. *Id.* at 1269. Here, the Class Notice specifically notified the Class that
22 Class Counsel would be seeking \$141,555.16 in attorneys' fees. Again, there were no objections.

23 Third, it is recognized that one of the primary factors justifying an enhanced attorney's fees
24 reward is the attendant risks inherent in the litigation. As observed in *City of Detroit v. Grinnell Corp.*:

25 _____
26 ⁴ Such a fee award mimics the market and "is supported by the fact that typical contingency fee
27 agreements provide that class counsel will recover 33% if the case is resolved before trial and 40% if the
28 case is tried." *Fernandez v. Victoria Secret Stores LLC*, 2008 WL 8150856, at *16 n.59 (C.D. Cal. July
21, 2008) (citing Brickman, *Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and
Non-Competitive Fees* (Fall 2003) 81 Wash U. L. Q. 653, 659 n. 11). Indeed, a fee award of 35% of the
fund is consistent with "empirical studies [that] show that ... fee awards in class actions average around
one-third of the recovery." *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008).

1 No one expects a lawyer whose compensation is contingent upon his success to charge, when
2 successful, as little as he would charge a client who had agreed to pay for his services, regardless
3 of success. Nor, particularly in complicated cases producing large recoveries, is it just to make a
4 fee depend solely on the reasonable amount of time expended.

5 495 F.2d 448, 470 (2d Cir. 1974). Here, it is clear that a settlement fund of \$424,666.49 has been
6 created. For Class Counsel, the fees here were wholly contingent in nature and the case presented far
7 more risk than the usual contingent fee case. Among the risks was the cost inherent in class action
8 litigation, as well as a long battle with a corporate Defendant who had retained a premier and highly
9 experienced defense firm. For such reasons, Class Counsel's request for attorneys' fees in the amount of
\$141,555.16 is fair, reasonable, and adequate.

10 **2. The Lodestar Cross-Check Supports the Requested Fees.**

11 The amount requested is reasonable for an additional reason. While the primary method
12 employed to determine fees is the percentage method, courts have discretion to use the lodestar method
13 to "cross-check" the amount of fees calculated by way of percentage. The *Laffitte* court emphasized,
14 however, that "the lodestar calculation, when used in this manner, does not override the trial court's
15 primary determination of the fee as a percentage of the common fund and thus does not impose an
16 absolute maximum or minimum on the potential fee award." *Laffitte*, 1 Cal. 5th at 505 (emphasis
17 added); *In re Rite Aid Corp. Secs. Litig.*, 396 F.3d 294, 306-307 (3d Cir. 2005) ("[The lodestar cross-
18 check does not trump the primary reliance on the percentage of common fund method]").

19 Courts find reasonable multipliers in a lodestar cross-check can "range from 2 to 4 or even
20 higher." *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001).⁵ Indeed, the intermediate
21 court in *Laffitte*—after finding that "2 to 4" is a reasonable range for multipliers on a cross-check—
22 affirmed a 2.13 multiplier. *Laffitte*, 231 Cal. App. 4th at 881-82.⁶ Moreover, the Ninth Circuit has cited
23 with approval a comprehensive study of fees awarded by the percentage method showing that the
24 majority of multipliers awarded are "in the 1.5-3.0" range. *See Vizcaino v. Microsoft Corp.*, 290 F.3d

25
26 ⁵ *Accord Chavez*, 162 Cal. App. 4th at 60 (applying a 2.5 multiplier on a lodestar cross-check); *Sutter*
27 *Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a
28 cross-check); *City of Oakland v. Oakland Raiders*, 203 Cal. App. 3d 78 (1988) (affirming a 2.34
multiplier without remand).

⁶ The intermediate court opinion was affirmed in full upon review by the California Supreme Court.

1 1043, 1051 (9th Cir. 2002) (affirming a multiplier of 3.65 in an employment class action case and
2 analyzing the multiplier awarded in over 30 cases).⁷

3 With respect to Class Counsel's lodestar, at least 197.5 hours have been expended by Class
4 Counsel litigating this case. Lee Decl. ¶ 9, Ex. A; Marder Decl. ¶ 3, Ex. A. Moreover, Class Counsel
5 expects to incur approximately 5 hours of anticipated time spent to attend the final approval hearing,
6 secure final approval, submit post-final approval compliance papers, as well as respond to post-final
7 approval phone calls and correspondence from the Administrator, defense counsel, and Class Members.
8 *Id.* Courts are quite liberal in the evidence required to prove an attorney's hours. Detailed time records
9 are not required; an attorney's testimony alone may suffice: "Testimony of an attorney as to the number
10 of hours worked on a particular case is sufficient evidence to support an award of attorney fees, even in
11 the absence of detailed time records." *Martino v. Denevi*, 182 Cal. App. 3d 553, 559 (1986).

12 Reasonable hours include, in addition to time spent during litigation, the time spent before the
13 action is filed, including time spent interviewing the clients, investigating the facts and the law, and
14 preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey*, 447 U.S. 54, 62 (1980). The fee
15 award should also include fees incurred to establish and defend the attorneys' fee claim. *Serrano v.*
16 *Unruh*, 32 Cal. 3d 621, 639 (1982). The hours for which Plaintiff's Counsel seeks compensation involve
17 only these types of tasks. Thus, the number of hours for which fees are sought is reasonable.

18 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
19 experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000).
20 The court may consider other factors when determining a reasonable hourly rate, *e.g.*, the attorney's skill
21 and experience, the nature of the work performed, the relevant area of expertise and the attorney's
22 customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App. 4th 629, 632-33 (1998).

23
24
25 ⁷ Federal district courts applying California law have likewise routinely approved cross-check
26 multipliers between 2.0 and 3.0 in employment cases. *See, e.g., Willner v. Manpower Inc.*, 2015 WL
27 3863625, at *7 (N.D. Cal. June 22, 2015) (affirming a 2.10 multiplier on settlement of California Labor
28 Code violations); *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (approving
attorneys' fees that resulted in lodestar multiplier of 2.83); *Hopkins v. Stryker Sales Corp.*, 2013 WL
496358, at *5 (N.D. Cal. Feb. 6, 2013) (approving a multiplier of 2.76 in settlement of Labor Code
violations). Other courts have found even higher multipliers to be reasonable by comparison to other
cases. *See Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113, 1125-26 (C.D. Cal. 2008)
(approving a 5.2 multiplier after surveying a large body of cases affirming a higher multiplier).

1 Here, Mr. Lee's and Mr. Marder's hourly rates are \$900. Lee Decl. ¶ 10; Marder Decl. ¶ 4.
2 Plaintiff's Counsels' skill and experience justify the requested rates. As shown in their supporting
3 declarations, Plaintiff's Counsel have significant experience in the area of employment and wage and
4 hour class and representative actions. Plaintiff's Counsels' practices focus on representing employees in
5 employment matters, particularly wage and hour cases on a contingency basis. Lee Decl. ¶ 8; Marder
6 Decl. ¶¶ 8-12.

7 Based on the rates and 202.5 total hours, the lodestar for Class Counsel through the finalization
8 of this settlement will be approximately \$182,250.00. Lee Decl. ¶ 9; Marder Decl. ¶ 4. The requested
9 attorneys' fees result in a negative multiplier of approximately 0.77. Again, the requested fees are
10 reasonable and fair, based on the factors described above. The cross-check also supports the requested
11 fees.

12 **D. The Court Should Approve the Request for Reimbursement of Costs.**

13 The request for reimbursement of costs, in the amount of \$12,380.35 is fair and reasonable. As
14 set forth in Plaintiffs' counsel's declaration, the costs were all directly incurred in the prosecution of this
15 action. Lee Decl. ¶ 11, Ex. B. As such, this request should be approved.

16 **E. The Administrator's Fees and Costs Should Be Approved.**

17 Pursuant to the terms of the Agreement, the fees and costs of the Administrator, Phoenix
18 Administrators, are to be paid out of the class settlement funds. As shown in the Declaration of Mayra
19 Gonzalez, the settlement administration fees expended in this matter amount to a total of \$8,750.00.
20 Admin Decl. ¶ 16, Ex. B. For such reasons, it is requested that the Administrator's fees be approved.

21 **VI. Notice to the LWDA Has Been Provided.**

22 On September 10, 2025 Plaintiff uploaded the Order Granting Plaintiff's Motion for Preliminary
23 Approval of Class Action Settlement to the LWDA's website. Lee Decl. ¶ 12. Concurrent with the filing
24 of this motion, Plaintiff also has uploaded the final approval motion to the LWDA. *Id.*

25 **CONCLUSION**

26 Plaintiff respectfully submits that the standards for final approval have been met and the terms of
27 the Agreement are fair, adequate, and reasonable. Accordingly, Plaintiff respectfully request that the
28 Court enter an Order in the form proposed and submitted.

1
2 DATED: December 16, 2025

DIVERSITY LAW GROUP, P.C.

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4 By: 

Larry W. Lee

Attorneys for Plaintiff
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Court Reservation Receipt

Reservation

Reservation ID: 318479431349	Status: RESERVED
Reservation Type: Motion to Confirm Settlement	Number of Motions: 1
Case Number: 24CV060686	Case Title: BOOZE vs AIR LIQUIDE ADVANCED MATERIALS, INC
Filing Party: Donte Booze (Plaintiff)	Location: Rene C. Davidson Courthouse - Department 18
Date/Time: January 15th 2026, 3:00PM	Confirmation Code: CR-MGCA3CBXGXYB2ACSA

Fees

Description	Fee	Qty	Amount
Motion to Confirm Settlement	.00	1	.00
Court Technology Fee	1.00	1	1.00
TOTAL			\$1.00

Payment

Amount: \$1.00	Type: Visa
Account Number: XXXX7685	Authorization: 00586G
Payment Date: 2025-12-19	

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