

Gregory N. Karasik (SBN 115834)
Karasik Law Firm
519 Arbramar Ave.
Pacific Palisades, California 90272
Tel: (310) 463-9761
Fax: (310) 943-2582
greg@karasiklawfirm.com

Santos Gomez (SBN 172741)
Law Offices of Santos Gomez
1003 Freedom Boulevard
Watsonville, CA 95076
Tel: (831) 228-1560
Fax: (831) 228-1542
santos@lawofficesofsantosgomez.com

Attorneys for Plaintiff
JESUS ALONZO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

JESUS ALONZO, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

NORDIC NATURALS, INC. and DOES 1-
10, inclusive,

Defendants.

Case No. 24CV00089

Class Action

Assigned to the Hon. Syda Kosofsky Cogliati

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 29, 2025

Time: 8:30 a.m.

Dept: 5

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1 Statutes

2 Code Of Civil Procedure, Section 382..... 1

3 California Rules Of Court

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1 **I. INTRODUCTION**

2 Plaintiff Jesus Alonzo (“Plaintiff”) asserts class action and PAGA claims against defendant
3 Nordic Naturals, Inc. (“Defendant”). Plaintiff principally contends that Defendant failed to pay all the
4 overtime wages owed to non-exempt employees who received non-discretionary bonuses for pay
5 periods during which they worked overtime hours.

6 On January 27, 2025 the Court granted preliminary approval of the class action settlement
7 reached by the parties (the “Settlement”). Thereafter, the Settlement Administrator mailed out notice
8 to the class members and, in response, not a single class member objected to the Settlement. Plaintiff
9 has provided notice of the Settlement to the Labor and Workforce Development Agency (the “LWDA”)
10 in accordance with Labor Code Section 2699(l) and does not anticipate that the LWDA will object to
11 the Settlement either.

12 Pursuant to Section 382 of the Code of Civil Procedure and Rule 3.769 of the California Rules
13 of Court, Plaintiff now moves for final approval of the Settlement. For the reasons set forth below, the
14 Settlement is fair, reasonable and adequate and final approval should be granted.

15 **II. LITIGATION HISTORY**

16 Plaintiff filed the Complaint on January 9, 2024. In the Complaint, Plaintiff asserts causes of
17 action for Failure to Pay Overtime Wages, Unfair Competition, Failure to Provide Accurate Wage
18 Statements, and Failure to Pay All Wages Owed Termination. On March 15, 2024 Plaintiff filed a First
19 Amended Complaint which added a cause of action for civil penalties under PAGA. All of Plaintiff’s
20 claims are based on the principal contention that Defendant failed to pay all the overtime wages owed
21 to non-exempt employees who received non-discretionary bonuses for pay periods during which they
22 worked overtime hours. (Karasik Decl. ¶ 6).

23 Defendant filed an Answer to the Complaint on March 25, 2024 and on May 23, 2024
24 Defendant filed a Cross-Complaint against ADP, LLC. Defendant filed an amended Cross-Complaint
25 on July 19, 2024 which added ADP, Inc. as a Cross-Defendant. In the Cross-Complaint, Defendant
26 asserts claims for Indemnity, Damages and Declaratory Relief. Defendant alleges in the Cross-
27 Complaint that, prior to the filing of Plaintiff’s Complaint, Defendant relied on representations made
28 by ADP in 2020 that ADP was calculating the regular rate of pay and overtime wages in accordance

1 with the law. Defendant also asserts that, after it learned about Plaintiff’s lawsuit and contacted ADP
2 to discuss Plaintiff’s allegations, ADP admitted that it had failed to activate a feature in its software
3 program to calculate overtime wages for employees who received bonuses. (Karasik Decl. ¶ 7).

4 At the outset of litigation, the parties agreed to mediate and suspend formal discovery pending
5 mediation. For the purposes of mediation, Defendant provided Plaintiff informally with information
6 about the number of class members, the number of workweeks worked by class members, the types of
7 bonuses paid to class members, the frequency of bonus payments to class members, the amounts of
8 bonus payments to class members, and the number of pay periods during which non-exempt
9 employees worked overtime hours and were paid a non-discretionary bonus. (Karasik Decl. ¶ 8).

10 The parties participated in a full day mediation before the Hon. Paul Burdick (Ret.) on October
11 23, 2024. After extensive arms-length negotiations, the parties reached an impasse. Thereafter, the
12 mediator made a “mediator’s proposal” with respect to the material terms of a settlement. The parties
13 accepted the mediator’s proposal. After accepting the mediator’s proposal, the parties negotiated
14 additional settlement details, including the maximum amounts of attorney’s fees, litigation costs, and a
15 Service Payment to Plaintiff, and ultimately executed a formal settlement agreement. The Court
16 granted Plaintiff’s motion for preliminary approval of the Settlement on January 27, 2025. (Karasik
17 Decl. ¶ 9).

18 **III. THE SETTLEMENT**

19 The material terms of the Settlement are as follows:

- 20 • The Settlement Class consists of all persons who worked for Defendant in California as
21 non-exempt employees at any time between January 9, 2020 and June 30, 2024 (the “Class
22 Period”) who in any pay period worked overtime hours and received a non-discretionary bonus
23 (including, but not limited to, bonuses characterized as a Warehouse Bonus, Sales Department
24 Bonus, Sales Stretch Bonus, Customer Service Bonus, Organizational Bonus, or
25 COVID/Hazard Bonus). There are 206 persons in the Settlement Class.
- 26 • The Settlement Class includes a Final Wages Penalty Subclass consisting of all persons
27 who worked for Defendant in California as non-exempt employees whose employment ended
28 at any time between January 9, 2021 and June 30, 2024 who in any pay period worked

overtime hours and received a non-discretionary bonus. There are 71 persons in the Final Wages Penalty Subclass.

- The Settlement Class also includes a Wage Statement Penalty Subclass consisting of all persons who worked for Defendant in California as non-exempt employees at any time between January 9, 2023 and June 30, 2024 (the “Wage Statement Penalty Period”) who in any pay period worked overtime hours and received a non-discretionary bonus. There are approximately 137 persons in the Wage Statement Penalty Subclass.

- Defendant shall pay the Gross Settlement Amount of \$415,000 on a non-reversionary basis. Class members will not have to submit claims to receive settlement benefits. Defendant shall also pay, separately from the Gross Settlement Amount, the employer’s share of payroll taxes on the portion of settlement benefits allocated to wages.

- The Net Settlement Amount, estimated to be approximately \$247,666.67, shall be distributed to members of the Settlement Class as follows:

- a. Members of the Settlement Class shall receive a pro rata share of 34% of the Net Settlement Amount based on the number of workweeks they worked for Defendant during the Class Period.

- b. Members of the Final Wages Penalty Subclass shall receive, in addition to any other settlement benefits as members of the Settlement Class, an equal pro rata share of 56% of the Net Settlement Amount.

- c. Members of the Wage Statement Penalty Subclass shall receive, in addition to any other settlement benefits as members of the Settlement Class, a pro rata share of 10% of the Net Settlement Amount based on the number of workweeks they worked for Defendant during the Wage Statement Penalty Period.

- The amount of \$10,000 shall be allocated to payment of PAGA penalties, \$7,500 of which shall be payable to the Labor and Workforce Development Agency (“LWDA”) and \$2,500 of which (the “PAGA Payment”) shall be distributed to PAGA Employees, consisting of all persons who worked for Defendant in California as non-exempt employees at any time between January 9, 2023 and June 30, 2024 (the “PAGA Period”) who in any pay period

1 worked overtime hours and received a non-discretionary bonus. PAGA Employees will receive
2 a pro rata share of the PAGA Payment based on the number of pay periods they worked
3 overtime hours and were paid a non-discretionary bonus during the PAGA Period.

- 4 • Defendant shall not object to a request by Plaintiff for an award of a Service Payment
5 up to \$7,500; an award of litigation costs of up to \$7,500, or an award of attorney's fee up to
6 \$138,333.33 (33.3% of the Gross Settlement Amount).

7 **IV. THE SETTLEMENT MERITS FINAL APPROVAL**

8 The law favors the settlement of lawsuits, particularly in class actions and other complex cases.
9 *See e.g., Neary v. Regents of Univ. of California* (1992) 3 Cal.4th 272, 277-81. Factors to be
10 considered in evaluating a class action settlement include “the strength of plaintiffs’ case, the risk,
11 expense, complexity and likely duration of further litigation, the risk of maintaining class action status
12 through proceedings, the experience and views of counsel, the presence of a government participant,
13 and the reaction of the class members to the proposed settlement.” *Kullar v. Foot Locker Retail, Inc.*
14 (2008) 168 Cal.App.4th 116, 128. A presumption that a settlement is fair and reasonable exists where,
15 as here, the following four factors are present: “(1) the settlement is reached through arm’s length
16 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
17 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
18 small.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224.

19 Questions regarding whether a class action settlement should be approved are committed to the
20 trial court’s broad discretion. *Wershba*, 91 Cal.App.4th at 234-35. In exercising its discretion, the
21 Court should give “[d]ue regard . . . to what is otherwise a private consensual agreement between the
22 parties.” *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. “The inquiry ‘must be limited to
23 the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
24 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
25 whole, is fair, reasonable and adequate to all concerned.” *Id.* (internal citations omitted).

26 **A. The Settlement Reflects A Reasonable Compromise**

27 The parties have agreed to a settlement that will result in a distribution of approximately
28 \$247,666.67 to the class members who do not exclude themselves from the settlement. The average

1 amount of settlement benefits payable to each member of the Settlement Class is approximately \$405;
2 the average amount of additional settlement benefits payable to members of the Final Wages Penalty
3 Subclass is approximately \$1,934; and the average amount of additional settlement benefits to
4 members of the Wage Statement Penalty Subclass is approximately \$179. The risk and uncertainty of
5 continued litigation led Plaintiff's counsel to reasonably conclude that a settlement on those terms
6 would be in the best interests of the class and they recommend that final approval of the settlement be
7 granted. (Karasik Decl. ¶ 13).

8 In the opinion of Plaintiff's counsel, the Settlement reflects an extremely good result. The
9 Gross Settlement Amount of \$415,000 reflects a gross recovery of the following: a) \$137,700 for all
10 class members for allegedly unpaid overtime wages; b) \$226,800 for waiting time penalties allegedly
11 owed to members of the Final Wages Penalty Subclass; c) \$40,500 for wage statement penalties
12 alleged owed to members of the Wage Statement Penalty Subclass; and d) \$10,000 for PAGA penalties.
13 With respect to each category of settlement benefits, Plaintiff achieved a rate of recovery much higher
14 than typically recovered in wage and hour class action settlements. (Karasik Decl. ¶ 14, 15).

15 Indeed, the Gross Settlement Amount reflects a recovery of approximately 96% of the amount
16 of overtime wages owed to class members, which is an excellent result. The recovery of
17 approximately 62% of the amounts of waiting time penalties and wage statement penalties allegedly
18 owed to class members also reflects an exceptionally good result because penalty claims under Labor
19 Code Sections 203 and 226 are often given little or no value in class action settlements when
20 defendants contend they have a strong "good faith" defense to such claims. The allocation of \$10,000
21 for PAGA penalties also reflects a very good result because the amount allocated to PAGA penalties in
22 class action settlements is typically much lower than the rate of approximately 14% achieved by
23 Plaintiff in this case. (Karasik Decl. ¶ 16).

24 The "most important factor" in determining the fairness of a class action settlement is "the
25 strength of the case for plaintiffs on the merits." *Kullar v. Foot Locker Retail, Inc.* (2008) 168
26 Cal.App.4th 116, 130. In this case, Plaintiff's claims were very strong. Defendant's failure to pay all
27 the overtime wages owed to class members was not disputed and Defendant's good faith defense to
28 Plaintiff's penalty claims was not strong enough to warrant a big settlement discount on Plaintiff's

claims for penalties. The high rates of recovery reflected by the Settlement reflect an excellent result commensurate with the strength of Plaintiff’s claims (Karasik Decl. ¶ 17).

B. The Settlement Was Reached After Arms-Length Negotiations Following Sufficient Discovery

There is no dispute that the Settlement resulted from informed, arms-length negotiations at a mediation before an experienced and well-respected mediator. After weighing all the competing considerations, counsel for the parties reached an informed judgment that the Settlement was fair and reasonable for their clients. (Karasik Decl. ¶ 18).

C. Plaintiff’s Counsel Has Substantial Class Action Experience

As set forth in their declarations, Plaintiff’s attorneys have substantial experience in wage and hour class action litigation. Having negotiated numerous class action settlements over the course of their careers, their opinion that final approval of the Settlement would be in the best interests of class members in light of the significant risks of litigation is entitled to great weight. *See, Kullar* 168 Cal.App.4th at 129. (“The court undoubtedly should give considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arms-length transaction entered without self-dealing or other potential misconduct”).

D. There Are No Objections To The Settlement

Not a single class member has objected to the Settlement (Karasik Decl. ¶ 10). The overwhelmingly positive response from the class strongly supports final approval of the Settlement. *See, e.g., In re Lifelock, Inc. Marketing and Sales Practices Litigation* (D. Ari. 2010) 2010 WL 3715138, *6 (relatively few objections and requests for exclusion support approval). Lack of any objection from the LWDA, which Plaintiff anticipates, will also support approval of the Settlement. *See, Jordan v. NCI Group, Inc.* (C.D. Cal. 2018) 2018 WL 1409590, at *3 (lack of objection from LWDA considered “persuasive”); *Echavez v. Abercrombie & Fitch Co., Inc.* (C.D. Cal. 2017) 2017 WL 3669607, at *3 (non-response from LWDA “is tantamount to its consent to the proposed terms”).

1 **V. THE COURT SHOULD AWARD PLAINTIFFS THE REQUESTED AMOUNTS OF**
2 **FEES, COSTS AND SERVICE PAYMENT**

3 Plaintiff requests the Court to award him a service payment in the amount of \$7,500; an award
4 of litigation costs in the amount of \$5,767.39 and an award of attorney's fees in the amount of
5 \$138,333.33. Defendant does not oppose any of these requests. Because the amounts requested are
6 reasonable, Plaintiff should be awarded the full amounts of the costs, attorney's fees and service
7 payment requested.

8 **A. The Amount Of Requested Costs Is Reasonable**

9 As reflected in the declaration submitted by Plaintiffs' counsel, they have incurred at least
10 \$5,767.39 in litigation costs (Karasik Decl. ¶ 19). There is no basis for disputing the reasonableness of
11 these litigation expenses and, as Plaintiff's total costs are less than the limit of \$7,500 for costs set
12 forth in the Settlement, Defendant has no objection to Plaintiff's request for reimbursement of the full
13 amount of his litigation costs.

14 **B. The Amount Of Requested Attorney's Fees Is Reasonable**

15 Plaintiff request the Court to award attorney's fees calculated under the percentage of recovery
16 method typically used in common fund cases. Under the percentage of recovery method, attorney's
17 fees are determined by multiplying the amount of the common fund obtained for the benefit of class
18 members (i.e., the gross value of the settlement) by an appropriate percentage (that typically ranges
19 from 20%-50%).

20 The California Supreme Court confirmed in *Laffitte v. Robert Half International, Inc.* (2016)
21 (2016) 1 Cal.5th 480 that it is appropriate for trial courts to use the percentage of the fund method for
22 calculating reasonable attorney's fees when a class action settlement results in a common fund. As the
23 Supreme Court explained:

24 The recognized advantages of the percentage method—including ease of calculation,
25 alignment of incentives between counsel and the class, a better approximation of market
26 conditions in a contingency case, and the encouragement it provides counsel to seek an early
27 settlement and avoid unnecessary litigation (citation omitted)—convince us that
28 the percentage method is a valuable tool.

1 *Laffitte*, 1Cal.5th at 503.

2 The ultimate purpose of the common fund/percentage approach is to “spread the attorney fee
3 among all the beneficiaries of the fund.” *Ibid*. The percentage of recovery method “rests on the
4 presumption that persons who obtain benefits of a lawsuit without contributing to its cost are unjustly
5 enriched at the successful litigant’s expense.” *Staton v. Boeing* (9th Cir. 2003) 327 F.3d 938, 967. As
6 recognized previously by the California Supreme Court, in *Quinn v. State of California* (1995) 15
7 Cal.3d 162, 167: “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from
8 which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation
9 costs.”

10 Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California
11 Supreme Court recognized that the common fund doctrine has been applied “consistently in California
12 when an action brought one party creates a fund in which other persons are entitled to share.” The
13 reasons for applying the common fund doctrine include: “...fairness to the successful litigant, who
14 might otherwise receive no benefit because his recovery might be consumed by the expenses:
15 correlative prevention of an unfair advantage to the others who are entitled to share in the fund and
16 who should bear their share of the burden of its recovery; encouragement of the attorney for the
17 successful litigant, who will be more willing to undertake and diligently prosecute proper litigation for
18 the protection or recovery of the fund if he is assured that he will be properly and directly compensated
19 should his efforts be successful.” *Id.* at 110.

20 The amount of fees requested by Plaintiff in this case is equal to 33.3% of the gross settlement
21 amount. The requested fee thus falls well within the historical range of attorney’s fee awards under the
22 common fund theory, which is generally from 20% to 50%. *See, e.g., In re Consumer Privacy Cases*
23 (2009) 175 Cal.App.4th 545, 558, n.13 (“fee awards in class actions average around one-third of the
24 recovery”). Plaintiff’s requested fee of 33.3% of the common fund is eminently reasonable and
25 comports with fee awards in other wage and hour class actions in California state courts. (Karasik
26 Decl. ¶ 20).

27 The amount of attorney’s fees requested by Plaintiffs is also reasonable under the lodestar
28 approach. As set forth in the declarations from Plaintiff’s counsel, the lodestar value of all the attorney

time devoted to this case at least \$115,280 which means that Plaintiff's request for fees reflects a multiplier of approximately 1.2. (Karasik Decl. ¶ 21-24). A multiplier of 1.2 falls well below the range of lodestar multipliers, usually between 2 and 3 and sometimes greater than 4, typically approved in class actions where plaintiffs' lawyers bring risky cases on a contingency basis (Karasik Decl. ¶ 24). The small multiplier resulting from a lodestar approach cross check confirms that the amount of fees sought by Plaintiff based on the percentage of the fund approach is reasonable, as it is commensurate with the results of his attorney's efforts on behalf of the class in this case.

C. The Amount Of Requested Service Payment Is Reasonable

Plaintiff is entitled to a service payment for his service as class representative. *See e.g., In re Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393 (incentive payments to named plaintiffs are now "fairly typical" [quoting *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958]). Service awards are "intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Id.* As stated in *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 806 "the rationale for making enhancement or incentive awards to named plaintiffs is that he or she should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class."

As set forth in his declaration, Plaintiff risked intrusive discovery, the possibility of having to pay employer costs or attorney's fees, and the potential threat of blacklisting for suing an employer. Plaintiff also spent a considerable amount of time assisting counsel with the case, including regular communication with his attorneys and his participation at the mediation. The amount of service payments requested by Plaintiff is reasonable compared to amounts awarded in similar class action settlements, especially because of the exceptionally high rate of recovery in this case and the relatively high amount of gross recovery per Class Member (approximately \$2,015) which is about 27% of the service payment requested by Plaintiff. In most wage and hour class action settlements, the amount of gross recovery per class members is a much smaller fraction of the service payment awarded to the named plaintiff. (Karasik Decl. ¶ 23).

1 **VI. CONCLUSION**

2 The Settlement is fair, adequate, and reasonable. Class members were given notice of their
3 rights in a manner that comports with due process; the LWDA was given notice of the proposed
4 settlement; the Settlement is non-collusive; and the Settlement was achieved as the result of informed,
5 extensive, and arms-length negotiations conducted by counsel who are experienced in wage and hour
6 class action litigation. Plaintiff respectfully requests that the Court grant final approval of the
7 Settlement and award Plaintiff the full amount of costs, attorney's fees and service payment requested.
8

9 Dated: May 2, 2025

KARASIK LAW FIRM
LAW OFFICES OF SANTOS GOMEZ

10
11 By *s/ Gregory N. Karasik*
12 Gregory N. Karasik
13 Santos Gomez
14 Attorneys for Plaintiff
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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within action. My business address is 519 Arbramar Ave., Pacific Palisades, California 90272.

I served the document described as **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action listed below or on the attached service list as follows:

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Daniel F. Pyne III
Daniel.pyne@lathropgpm.com
Lathrop GPM LLP

Santos Gomez
Law Offices Of Santos Gomez
santos@lawofficesofsantosgomez.com

Attorneys for Plaintiff

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Attorneys for Cross Defendant

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Gregory N. Karasik