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on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

WILLIAM R. R. LITTLE, an individual, on
behalf of himself and others similarly situated,

Plaintiffs,

v.

STARVISTA, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24-CIV-00279

CLASS ACTION

Assigned for All Purposes To:
Hon. Nicole S. Healy
Dept.: 28

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

Date: August 13, 2025
Time: 2:00 p.m.
Dept.: 28

Original Complaint Filed: January 16, 2024
First Amended Complaint Filed: March 21, 2024
Trial Date: None Set

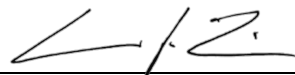
1 **PLEASE TAKE NOTICE** that on August 13, 2025, at 2:00 p.m. in Department 28 of the of
2 the Central Court of the San Mateo Superior Court located at 800 North Humboldt St. San Mateo, CA
3 94401, Plaintiff William Little (hereinafter referred as “Plaintiff” or “Class Representative”), on behalf
4 of himself and all persons similarly situated, will and hereby does move this Court pursuant to
5 California Code of Civil Procedure § 382 and California Rule of Court, Rule 3.769 for an order of
6 final approval of the class action settlement, which will accomplish the following: certify the class for
7 settlement purposes only; approve the class action settlement embodied in the Parties’ Class Action
8 and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”); confirm Plaintiff as the
9 Class Representative; confirm the appointment of Class Counsel; approve Class Counsel’s application
10 for attorney’s fees and litigation costs; approve the enhancement award to the Class Representative;
11 and enter judgment approving the class action settlement.

12 The grounds for this Motion, as set forth in the attached memorandum of points and authorities
13 and supporting declarations, are that this is a fair and reasonable settlement that benefits the class and
14 was the product of informed, non-collusive negotiations by parties who were represented by
15 experienced and able counsel. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996);
16 Manual for Complex Litigation, (Second), § 30.44 (1985).

17 Plaintiff bases this Motion on this Notice and the accompanying Memorandum of Points and
18 Authorities, the Declarations of Enoch J. Kim, William R. R. Little, and Stacey Shim, the complete
19 pleadings, records, and files in the case, and such other further oral and documentary evidence which
20 may be submitted at or before the hearing on this Motion.

21 DATED: July 16, 2025

D.LAW, INC.

22
23 By  _____

Emil Davtyan
David Yeremian
Alvin B. Lindsay
Enoch J. Kim
Rose Sorial
Arianna Razi

Attorneys for Plaintiff William R. R. Little, on behalf
of himself and others similarly situated

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On March 27, 2025, this Court entered an order preliminarily approving the parties' Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") entered into by plaintiff William R. R. Little ("Plaintiff") on behalf of all persons employed by Defendant in California as non-exempt hourly employees who worked for Defendant during the "Class Period", which is January 16, 2020, through October 20, 2024 ("Class Members" or "the Class"). Under the Settlement, the wage and hour claims of 402 Class Members who did not opt out ("Participating Class Members") will be resolved for \$425,000.00.

Notice of the Settlement was distributed in accordance with the Court's preliminary approval order, and the response was excellent. **Zero class members objected** to the Settlement, **zero challenged** the number of Workweeks and/or PAGA Pay Periods, and **only three opted out** of the Settlement. (Declaration of Enoch J. Kim ("Kim Decl."), ¶ 11; Declaration of Stacey Shim ("Shim Decl."), ¶ 11-13.) The fact that there was a 99.25% participation rate indicates that the persons most affected by Defendant's alleged practices and who stand to benefit most from the Settlement agree that this is an outstanding result and a strong indication that the Settlement is fair and adequate. (Kim Decl., ¶ 12.) The Individual Class Payment will average **\$531.77 per Participating Class Member**, the highest payment is **\$1,356.08**, and the lowest payment is **\$0.78**. (Kim Decl., ¶ 9; Shim Decl., ¶ 16.) In the opinion and experience of Class Counsel, the Settlement is fair, adequate, and reasonable and will convey a substantial benefit to all Class Members. (Kim Decl., ¶ 12.)

The proposed Settlement satisfies the criteria for final settlement approval under California law. Consequently, Plaintiff moves this Court for an order: (1) certifying this lawsuit as a class action for settlement purposes only; (2) approving the class action Settlement embodied in the Parties' Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement");¹ (3) confirming Plaintiff as the Class Representative; (4) confirming the appointment of Emil Davtyan, David Yeremian, Enoch Kim, Alvin B. Lindsay, and Rose Sorial, of D.Law, Inc., as Class Counsel; (5)

¹ To the extent any capitalized term is not defined in this motion, Plaintiff intends for the definition in the Parties' Settlement Agreement to be used. To the extent there are any conflict between the definitions in the parties' Settlement Agreement and this motion, the definition in the Settlement Agreement controls.

1 approving Class Counsel’s application for attorneys’ fees of \$148,750.00 (“Class Counsel Fees
2 Payment”) and reasonably incurred litigation costs of \$17,590.13 (“Class Counsel Litigation Expenses
3 Payment”); (6) approving the enhancement award to Plaintiff (“Class Representative Service
4 Payment” or “Enhancement Award”); (7) approving the payment of the Settlement Administrator’s
5 invoice for costs of administration in the amount of \$9,887.20 (“Administration Costs”); and (8)
6 approving the “PAGA Penalties” payment consisting of \$30,000.00, with 75% or \$22,500.00 to the
7 Labor and Workforce Development Agency (“LWDA PAGA Payment”), and 25% or \$7,500.00 to be
8 allocated to the Aggrieved Employees on a pro-rata basis according to the number of PAGA Pay
9 Periods worked during the PAGA Period (“Individual PAGA Payment”). (Kim Decl., Exhibit 1, ¶¶
10 1.35., 1.5., 1.7., 1.8., 3.4.1., 3.4.2., 3.4.3., 3.4.5.)

11 A. PROCEDURAL HISTORY

12 1. Plaintiff’s Claims

13 On January 16, 2024, Plaintiff William R. R. Little commenced a Class Action by filing a
14 Complaint alleging fourteen causes of action against Defendant for (1) Failure to Pay Minimum Wages
15 and for All Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal
16 Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5)
17 Failure to Pay Reporting Time Pay under 8 CCR § 11050(5); (6) Failure to Provide One Day’s Rest
18 from Seven under Labor Code §§ 551 and 552; (7) Violation of Labor Code § 226(a); (8) Violation of
19 Labor Code § 221; (9) Violation of Labor Code § 204; (10) Violation of Labor Code § 203; (11) Failure
20 to Maintain Records Required under Labor Code §§ 1174, 1174.5; (12) Failure to Produce Requested
21 Records, Labor Code §§ 226 and 1198; (13) Failure to Reimburse Necessary Business Expenses Under
22 Labor Code § 2802; (14) Violation of Business & Professions Code § 17200 *et seq.* (the “Action”).
23 (Kim Decl., ¶ 5.)

24 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to
25 Defendant and California’s Labor and Workforce Development Agency (“LWDA”) by sending the
26 PAGA Notice on January 16, 2024 (LWDA-CM-1005126-24). On March 21, 2024, after the 65-day
27 statutory period had passed, Plaintiff filed his First Amended Complaint (“Operative Complaint”),
28 which added claims for penalties under PAGA, Labor Code §2698. (*Id.* at ¶ 6.)

2. Plaintiff's Investigation²

Before filing the lawsuit, Class Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the law applicable thereto. This required thorough discussions and interviews between Class Counsel and Plaintiff, as well as preliminary research into the various legal issues involved in the case. (Declaration of Enoch Kim filed in support of Plaintiff's Motion for Preliminary Approval on February 19, 2025, ("Kim PA Decl.,") ¶ 12.)

Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including (1) conducting informal discovery and meeting and conferring with defense counsel about same; (2) reviewing and analyzing records and data, as well as employment-related policies; (3) reviewing Plaintiff's personnel file and other documentation; (4) interviewing Plaintiff regarding potential Class Members; (5) researching the applicable law and potential defenses; (6) constructing damage models based on interpretations of California law and the facts and numbers provided by Defendant; and (7) reviewing information provided by Defendant in response to informal discovery and in advance of the mediation. (Kim PA Decl., ¶ 12.)

B. MEDIATION

The Parties participated in mediation with Louis Marlin who is a respected and highly experienced mediator in wage and hour class actions, on August 21, 2024. (*Id.* at ¶ 14.) As a result of the mediation, the Parties agreed to settle the lawsuit according to the terms set forth in the Settlement. (*Id.*) The Settlement is the product of extensive arm's-length negotiations between attorneys with substantial experience litigating class actions and wage and hour cases. (Kim PA Decl., ¶¶ 28-32; Kim Decl., ¶ 7.)

C. THE TERMS OF THE SETTLEMENT

The amount available for distribution to Class Members who do not opt out of the Settlement is the Gross Settlement Amount of \$425,000.00 less the following deductions: (1) a Class Counsel Fees Payment of \$148,750.00 to Class Counsel for attorneys' fees; (2) a Class Counsel Litigation Expenses Payment" of \$17,590.13 for reimbursement of actual costs incurred (which is slightly lower than the not to exceed amount of \$20,000.00 Class Counsel estimated for the Settlement Agreement);

² For a full discussion, see the Declaration of Enoch Kim in support of Preliminary Approval of Class Action Settlement ("Kim PA Decl."), previously filed herein.

(3) up to \$5,000.00 to the Class Representative for an enhancement award (“Class Representative Service Payment”); (4) \$9,887.20 for the settlement administration (“Administration Costs”); and (5) “PAGA Penalties” payment consisting of \$30,000.00, with 75% or \$22,500.00 to the Labor and Workforce Development Agency (“LWDA PAGA Payment”), and 25% or \$7,500.00 to be allocated to the Aggrieved Employees and distributed a pro-rata basis according to the number of PAGA Pay Periods worked during the PAGA Period (Kim Decl., ¶ 8; Exhibit A, ¶¶ 1.35., 1.5., 1.7., 1.8., 3.4.1., 3.4.2., 3.4.3., 3.4.5.)

D. NOTICE TO THE CLASS MEMBERS

Following the entry of the order of preliminary approval, the Parties directed Apex Class Action Administration (“Apex”) to send out the court-approved notice forms. (*See* Kim Decl., ¶ 10; *see also* Ex. A, Shim Decl., ¶ 4.) The notice process occurred according to the Court’s order granting preliminary approval of the settlement. Apex sent the Class Notices to the last-known address of each Class Member. Of the 405 Class Members who were sent notices, 32 Class Notices were returned to Apex by the Post Office, and 25 Class Notices were re-mailed, with only 7 Class Notice deemed undeliverable. (Shim Decl., ¶¶ 7-10.) Here, the deadline for submitting a Request for Exclusion from Settlement, challenging the number of Workweeks and/or PAGA Pay Periods, and objecting to the Settlement was July 7, 2025. (Shim Decl., ¶¶ 11-13; Kim Decl. ¶ 11.) As of the deadline, **zero class members objected** to the settlement, **zero challenged** the number of Workweeks and/or PAGA Pay Periods, and **only three Class Members opted out** of the Settlement Agreement. (*Id.*)

III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

Plaintiff respectfully submits that the Court should grant final approval not only because the settlement is fair but also because public policy favors settlement over continued class-action litigation. *See, e.g., Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 434 (“Courts have long acknowledged the importance of class actions as a means to prevent a failure of justice in our judicial system.”); *State v. Levi Strauss & Co.* (1986) 41 Cal. 3d 460, 471 (“[T]he consumer class action is an essential tool for the protection of consumers against exploitative business practices.”); *Class Plaintiffs v. City Of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276 (“[S]trong judicial policy . . . favors settlements,

particularly where complex class action litigation is concerned.”); Conte & Newberg, *Newberg on Class Actions* (4th ed. 2002) § 11.41.

A. CRITERIA FOR SETTLEMENT APPROVAL

California Rule of Court 3.769 requires court approval of the settlement of class action lawsuits. Preliminary approval is merely the first of three steps that comprise the approval procedure for settlements of class actions. *See* Manual for Complex Litigation, Second §30.44 (1993); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The second approval step is the dissemination of notice of the settlement to all Class Members. *Id.* The third step is a final settlement approval hearing, at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented and Class Members may be heard. *Id.*

The first two stages have been completed here. Now, at the final approval stage, the decision facing the Court is whether the settlement is fair, adequate, and reasonable. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App 4th 224, 235. Among the relevant considerations in reaching this final determination are (1) the strength of plaintiff’s case balanced against the benefits of the settlement, and (2) the complexity, expected duration, and expense of further litigation. *Id.*; *see also* *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.

In evaluating the fairness of a settlement proposal, courts must give “proper deference to the private consensual decision of the parties,” because “the Court’s intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit 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.” *Hanlon v. Chrysler Inc.* (9th Cir. 1998) 150 F. 3d 1011, 1027; *Dunk*, 48 Cal.App.4th, at 1801 (“Due regard should be given to what is otherwise a private consensual agreement between the parties.”) Accordingly, the Court should take into account the informed recommendations of counsel and the parties. *See Kirkorian v. Borelli*, (N.D. Cal.1988)695 F. Supp. 446, 451 (the recommendation of experienced counsel carries significant weight in the court’s determination of the reasonableness of the settlement); *Vulcan So. of Westchester County, Inc. v. Fire Department of White Plains* (S.D.N.Y. 1981) 505 F.Supp.955, 967 (same). 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, supra*, 48 Cal.App.4th at 1794.

Applying this final approval criterion evidence substantial grounds for granting this Motion.

B. THE SETTLEMENT AGREEMENT FULFILLS ALL FINAL APPROVAL CRITERIA

1. The Settlement Follows Substantial Investigation and Discovery and Is the Product of Serious, Informed, Non-Collusive Negotiations in Which Parties Were Represented By Experienced Counsel.

The Settlement is the result of extensive negotiations, conducted at arm's length, and informed by substantial factual and legal investigations. (Kim PA Decl., ¶ 28.) Throughout this case, Plaintiff and Class Members have been represented by experienced counsel. (*Id.* at ¶¶ 24, 61-65.)

Class Counsel have devoted a substantial amount of time to this case, including but not limited to researching various legal issues prior to and after filing this action; drafting and reviewing pleadings; conducting informal discovery and meeting and conferring with defense counsel; preparing for class certification; reviewing and analyzing the documents produced by Defendant, including the timekeeping and payroll records for a sampling of Class Members, and other documentation; regularly communicating with Plaintiff; preparing for and attending mediation; negotiating and finalizing the Settlement including several revisions thereof; drafting documents for preliminary and final approval, including documents for the administration of the settlement; briefing for the hearing on the motion for preliminary approval of the class action settlement; and coordinating and overseeing the administration of the settlement. (Kim PA Decl., ¶ 12.)

Among those matters considered during the course of settlement negotiations were the risks, expenses, and length of further litigation, including the appeals process; the present state of the law as it applies to wage and hour class actions; the present value of a settlement versus the long wait occasioned by any potential judgment in favor of the class; and the burdens of proof necessary to establish liability against Defendant's defenses to the action. These factors each indicated that the interests of Class Members are best served by a settlement of this action as set forth in the Settlement. Moreover, as experienced litigators in employment class action cases, Class Counsel believes that the

1 Settlement is fair and reasonable and serves the best interests of the Class Members. (Kim PA Decl.,
2 at ¶¶ 61-65; Kim Decl., ¶ 12.)

3 2. The Settlement is Reasonable and Therefore Falls within the Range of
4 Approval by this Court.

5 Significant in evaluating the foregoing \$425,000.00 settlement are the risks at trial (or an
6 appeal), as well as the costs of continuing the litigation. Defendant contends that the Class would not
7 be able to establish its entitlement to relief it is seeking and promised to mount a vigorous defense.
8 (Kim PA Decl., ¶¶ 13, 36-55.) On the other hand, Plaintiff believes that there is ample evidence to
9 support the class allegations. (*Id.*) Under these circumstances, and in light of the risks inherent in
10 further litigation, it was reasonable for Plaintiff and Class Counsel to elect to settle the action. (*Id.*)
11 Plaintiff appreciates that, in addition to the litigation risks of continued proceedings, the proceeding
12 itself would be potentially complicated and expensive, and even if ultimately successful absent the
13 settlement, Class Members might see no recovery until the lengthy appellate process is complete. (*Id.*
14 at 30.) In contrast, the Settlement provides immediate benefits to the Class.

15 From the evaluation of the benefits offered to the Class by the Settlement, as well as the
16 expense, delay, and risk of going forward to trial, with subsequent appellate proceedings, the
17 Settlement fairly, adequately, and reasonably achieves the goals of Plaintiff and advances the interests
18 of the Class. In short, the settlement falls within the “the range of reasonableness” necessary for final
19 approval. (*Id.* at 66.)

20 3. Class Members Received The Best Practicable Notice.

21 California law vests the Court with broad discretion in fashioning an appropriate program to
22 provide the best notice practicable.³ See *Cartt v. Superior Court*, 50 Cal. App. 3d 960, 973-74 (1975);
23 *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1392 (2010); *Cho v. Seagate Tech.*
24 *Holdings, Inc.*, 177 Cal.App.4th 734, 745-746 (2009); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797,
25 811-12 (1985).⁴ The content and method of notice should be designed to apprise the class members of

26 ³ The California Supreme Court has authorized California’s trial courts to use Federal Rule 23 and cases applying it for
27 guidance in considering class issues. See *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971); *Green v. Obledo*, 29 Cal.
28 3d 126, 145-46 (1981). Where appropriate, therefore, the parties cite Federal Rule 23 and federal case law in addition to
California law.

⁴See also *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175-75 (1974) (individual notice must be sent to all class

1 the terms of the proposed settlement and of their rights to participate in, object to, or opt out of the
2 settlement. *See Mullane*, 339 U.S. at 314; *In re Vitamin Cases*, 107 Cal. App. 4th 820, 828 (2003).

3 The Notice preliminarily approved by the Court met these requirements: it explained the nature
4 of the litigation; the material terms of the Settlement; the amount of the Class Counsel Fees Payment,
5 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment sought; how
6 a Class Member could participate in, object to, or be excluded from the Settlement; and to whom to
7 direct inquiries.

8 4. Zero Class Members Have Objected to the Settlement and Only Three Class
9 Members Have Opted Out of the Settlement.

10 A presumption of fairness exists where the percentage of objectors and opt-outs is small.⁷
11 *Eleven Owners for Franchising v. Southland Corp.* (2000) 85 Cal. App.4th 224, 244; *Hanlon v.*
12 *Chrysler Corporation* (9th Cir. 1998) 150 F.3d 1011, 1025-1026. Here, the deadline for submitting a
13 Request for Exclusion from Settlement, challenging the number of Workweeks and/or PAGA Pay
14 Periods, and objecting to the Settlement was July 7, 2025. (Shim Decl., ¶¶ 11-13; Kim Decl. ¶ 11.) As
15 of the deadline, **zero class members objected** to the settlement, **zero disputed** the number of
16 Workweeks and/or PAGA Pay Periods, and **only three Class Members opted out** of the Settlement
17 Agreement. (*Id.*)

18 5. The Enhancement Award to Plaintiff Is Reasonable and Fair.

19 Class action settlements typically provide for an incentive or enhancement payment to the
20 named plaintiff for bringing and helping to prosecute the action. Courts routinely approve these
21 supplemental payments. *See Newberg on Class Actions* at § 12.46; *Van Vranken v. Atlantic Richfield*
22 *Co.* (N.D. Cal. 1995) 901 F. Supp. 294; *Bogosian v. Gulf Oil Corp.* (E.D. Pa. 1985) 621 F. Supp. 27
23 (award of \$20,000.00 each to two class representatives in antitrust case); *Bryan v. Pittsburgh Plate*
24 *Glass Co. (PPG Industries, Inc.)* (W.D. Pa. 1973) 59 F.R.D. 616, 617, *aff'd* 494 F.2d 799 (3d Cir.),
25 *cert. denied* in *Abate v. Pittsburgh Plate Glass Co.* (1974) 419 U.S. 900. As the *Staton* court noted:

26 [N]amed plaintiffs . . . are eligible for reasonable incentive payments. The district
27 court must evaluate their awards individually, using relevant factors includ[ing] the

28 members who can be identified through reasonable efforts); *Mullane v. Central Hanover Bank & Trust Company*, 339
U.S. 306, 314 (1950) (best practicable notice is that which is “reasonably calculated, under all the circumstances, to
apprise interested parties of the pendency of the action and afford them an opportunity to present their objections”).

1 actions the plaintiff has taken to protect the interests of the class, the degree to
2 which the class has benefited from those actions, . . . the amount of time and effort
the plaintiff expended in pursuing the litigation . . . and reasonabl[e] fear[s] of
workplace retaliation.

3 *Staton v. Boeing* (9th Cir. 2003) 327 F.3d 938, 977 (citation omitted).

4 The retaliation issue identified in *Staton v. Boeing* extends outside the immediate workplace.
5 It is common knowledge that the modern-day workforce is quite mobile, with employees holding
6 several jobs in a career during their lifetime. Few people want to confront their employers, let alone
7 sue them. (Kim Decl., ¶ 32.) By suing his former employer, Plaintiff contends that he increased the
8 risk of retaliation by prospective employers to which he may apply in the future. (*Id.*)

9 But Plaintiff did not allow his fear of the potential repercussions of being the class
10 representative to deter him from acting for the benefit of Class Members. (Kim Decl., ¶ 33.) He
11 devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this
12 action at every stage of the litigation. (*Id.*; Little Decl., ¶ 10.) Plaintiff conferred with Class Counsel
13 on numerous occasions to discuss every aspect of this case; provided information about Defendant;
14 reviewed documents; produced documents; identified witnesses; monitored the progress of the
15 litigation; took the time to apprise himself of the facts, issues, and law regarding the claims at issue,
16 spent time with Class Counsel preparing for mediation and discussing the terms of the Settlement and
17 reviewing and executing the Settlement Agreement. (*Id.*) In the end, Plaintiff decided to vindicate not
18 only his own rights but also those of his co-workers. (Kim Decl., ¶ 31.)

19 Plaintiff has diligently, adequately, and fairly represented Class Members and has not placed
20 his interests above any member of the putative class. (Kim Decl., ¶ 34.) Class Counsel believes that
21 Plaintiff is entitled to an enhancement award for the time and effort he devoted to this case. For
22 purposes of Settlement, Defendant has agreed not to oppose it. (*Id.*) Such payments to class
23 representatives are a common feature of settlements negotiated by Class Counsel, and trial courts
24 routinely approve them. (*Id.*)

25 Not only have Plaintiff's efforts been instrumental in generating a substantial benefit for Class
26 Members, but—significantly—not a single Class Member has objected to the requested enhancement
27 award. (Shim Decl., ¶ 12.) Plaintiff therefore respectfully requests the Class Representative Service
28

1 Payment sought in the amount of \$5,000.00 for his efforts and initiative in bringing and helping
2 prosecute this action. (Kim Decl., ¶ 31; Little Decl. ¶¶ 1-13.))

3 6. The Payment of Attorneys' Fees Is Reasonable and Therefore Falls within the
4 Range of Approval by the Court.

5 (i) The Requested Award of Attorneys' Fees Is Justified Based on the
6 Percentage-of-the-Benefit Method.

7 The California Supreme Court recently held that “when class action litigation establishes a
8 monetary fund for the benefit of the class members, and the trial court in its equitable powers awards
9 class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by
10 choosing an appropriate percentage of the fund created.” *Laffitte v. Robert Half Intern. Inc.* (Aug. 11,
11 2016) 205 Cal.Rptr.3d 555, 573. Indeed, courts may use the “percentage method for its primary
12 calculation of the fee award. The choice of a fee calculation method is generally one within the
13 discretion of the trial court, the goal under either the percentage or lodestar approach being the award
14 of a reasonable fee to compensate counsel for their efforts.” *Id.*

15 The requested Class Counsel Fees Payment in this case consists of 35% of the Gross Settlement
16 Amount. This percentage is consistent with both the Settlement and Plaintiff's contingency fee
17 agreement.⁵ The requested Class Counsel Fees Payment is fair and reasonable under California's fee-
18 shifting jurisprudence.⁶ And it is consistent with the percentage of the common fund awarded to
19 counsel in cases similar in character and geographical location to this one. (*See* Kim Decl., ¶ 25-29.)

20 An award of attorneys' fees equivalent to 35% percent of the common fund is commensurate
21 with judicial precedent. *See Crandall v. U-Haul* (Los Angeles County Sup.Ct., Case No. BC178775),
22 the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-exemption class
23 action; in *Bushnell v. Cremar, Inc.* (Orange County Sup.Ct., Case No. 657778), the Honorable Donald
24 E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los

25 ⁵ The award of attorneys' fees and costs in this case is intended to reimburse Class Counsel for all of the
26 uncompensated work that they have already performed and for all of the work they will continue to perform in carrying
27 out and overseeing the administration of the settlement. Plaintiff in this action signed a contingency-fee agreement
28 stating that Class Counsel could receive a fee under certain scenarios that exceeds one-third of the recovery. (Kim Decl.,
¶¶ 25-29.)

⁶ Moreover, the Labor Code specifically provides for an award of attorneys' fees and costs for some of employees'
claims. *See, e.g.,* Lab. Code § 226. Plaintiff is also entitled to an award of attorneys' fees pursuant to Code of Civil
Procedure § 1021.5.

1 Angeles County Sup.Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee;
2 in *Haitz v. Meyer, et al.*, Alameda County Sup. Court, 8-20-1990 No. 572968-3, the court awarded a
3 40% fee; in *Elliott v. Clothestime* (Orange County Sup. Ct., Case No. 01-CC00333) the Honorable
4 Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to
5 the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359
6 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the
7 Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiff's counsel in wage-and-hour class
8 actions that had not proceeded to the class-certification stage. (Kim Decl., ¶ 28.)

9 The amount requested here will fairly compensate Class Counsel for their successful
10 prosecution of this case, taking into account the quality, nature, and extent of counsel's efforts, the
11 outstanding results achieved, the fact that no one objected to the fee amount and the fact that the
12 amount of fees for which approval is sought is consonant with legal precedent. Class Counsel has
13 litigated numerous class actions and submits that this settlement was possible owing to Class
14 Counsel's experience with such cases. (Kim PA Decl., ¶¶ 61-65.) Class Counsel's diligent, efficient,
15 and creative pursuit of this matter positioned Plaintiff to settle this action successfully, affording
16 redress to the entire class and avoiding the inevitable expense and risk attendant to protracted litigation.
17 In sum, it was through the efforts of Plaintiff and Class Counsel that the considerable benefits of the
18 settlement were obtained.

19 In light of the foregoing, the fee request in an amount equal to 35% of the Gross Settlement
20 Amount, as agreed upon in the Settlement, is well within the bounds that have been established by the
21 above-cited authority.

22 (ii) The Requested Award of Attorneys' Fees Is Also Justified Based on
23 the Lodestar Method.

24 Although *Laffitte* makes it clear that a lodestar cross-check is not necessary, Class Counsel's
25 lodestar calculation nevertheless also supports the requested attorneys' fees. The lodestar calculation
26 typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar"
27 figure based on the time spent and reasonable hourly compensation for each attorney involved in the
28 case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply

1 to the time expended, with reference to the prevailing rates in the geographical area in which the action
2 is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a “multiplier”
3 is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2)
4 the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded
5 other employment by the attorneys, and (4) the contingent nature of the fee award owing to the
6 uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra*, 20
7 Cal.App.3d at 49.

8 Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles
9 area for attorneys of comparable experience and skill handling complex litigation. (Kim Decl., ¶ 16.)
10 The reasonableness of Class Counsel’s hourly rates has been cited and approved by judges in recent
11 actions. (*Id.*) The rates approved in these orders, while being approved for Los Angeles County, are
12 also commensurate with the prevailing market rates in these counties. (*Id.*; Exh. 2 (the “Laffey
13 Matrix”). Moreover, the Laffey Matrix rates have been held to be reasonable market rates when locally
14 adjusted for inflation. *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691. For this reason,
15 the Court should approve the rates of Class Counsel as reasonable in conjunction with awarding the
16 requested fees and any lodestar calculations it makes when evaluating the request.

17 Moreover, the *Serrano* factors all militate in favor of the requested fee award. (Kim Decl., ¶
18 17.) This case raised a number of complex and contested issues, and Class Counsel exhibited skill and
19 creativity in prosecuting and presenting them. (*Id.*) This case was not straightforward. (Kim Decl., ¶
20 18.) Class Counsel had to spend time researching and analyzing each of these claims and issues in
21 order to adequately assess the liability of Defendant. (*Id.*) Class Counsel then had to develop the
22 evidence necessary through informal discovery to establish Defendant’s potential liability. (*Id.*) This
23 was done through carefully sifting through hundreds of pages of documents. (*Id.*)

24 In sum, Class Counsel had to come up with creative approaches to these issues in litigating the
25 case and, ultimately, negotiating and crafting the settlement. (Kim Decl., ¶ 19.) To this end, Class
26 Counsel has devoted a tremendous amount of time and energy. (*Id.*) This time commitment was
27 necessary in order to research, construct, and prosecute viable legal claims in the face of stiff
28 opposition, but it has come at a cost. (*Id.*) Class Counsel zealously represented Plaintiff and the Class

1 and has obtained a favorable result. (*Id.*)

2 Such is not always the case. Indeed, Class Counsel has invested time and money into numerous
3 other cases, including class actions, which have fizzled out for one reason or another, leaving Class
4 Counsel completely without any compensation for their effort. (Kim Decl., ¶ 20.) Here, Class Counsel
5 has achieved a beneficial settlement for the class, but this was by no means a foregone conclusion;
6 indeed, their efforts might well have been frustrated by any number of obstacles with which they were
7 presented along the way. (*Id.*) Nor could class certification be guaranteed. (*Id.*) However, Class
8 Counsel was able to navigate the shoals of unpredictability to achieve a desirable result and have done
9 so without receiving any compensation to speak of thus far because they took this case on a
10 contingency-fee-basis. (*Id.*)

11 From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and reasonable.
12 Class Counsel conservatively estimates that it invested over 180.96 hours of attorney time in this
13 matter. (Kim Decl., ¶ 21.) Senior Attorney Enoch Kim invested at least 55.00 hours for a total of
14 \$41,250.00 in attorneys' fees (\$750/hr x 55.00 hours = \$41,250.00). Senior Attorney David Yeremian
15 invested approximately 8.00 hours for a total of \$7,600.00 (\$950/hr x 8.00 hours = \$7,600.00). Senior
16 Attorney Alvin B. Lindsay invested approximately 32.40 hours for a total of \$29,160.00 (\$900/hr x
17 32.40 hours = \$29,160.00). Associate Attorney Tania Fonseca invested approximately 52.36 hours for
18 a total of \$34,034.00 in attorneys' fees (\$650/hr x 52.36 hours = \$34,034.00). Associate Attorney
19 Melissa Rodriguez invested approximately 26.40 hours for a total of \$11,220.00 in attorneys' fees
20 (\$425/hr x 26.40 hours = \$11,220.00). Associate Attorney Arianna Razi invested approximately 6.80
21 hours for a total of \$2,890.00 in attorneys' fees (\$425/hr x 6.80 hours = \$2,890.00). Therefore, Class
22 Counsel has collectively incurred at least 180.96 hours and \$126,154.00 in fees. (Kim Decl., ¶ 22.)

23 Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers of
24 between 5 and 10, or higher, are applied. *See, e.g., Wilson v. Bank of Am. Natl. Trust & Savs. Assn.*,
25 No. 643872 (Cal. Sup.Ct., Aug. 16, 1982) (multiplier of 10); *Glendora Comm. Redev. Agency v.*
26 *Demeter* (1984) 155 Cal.App.3d 456, 465 (affirming multiplier of 12, and expressly rejecting the
27 argument that fee was either exorbitant or unconscionable). The fee request of \$148,750.00 results in
28 a modest multiplier of approximately 1.18, which further evidences the reasonableness of the request.

1 (Kim Decl., ¶ 24.)

2 (iii) The Requested Costs Award Is Reasonable

3 The preliminarily approved settlement provided for the reimbursement of up to \$20,000.00 for
4 Class Counsel’s costs. (Kim Decl., ¶ 30.) As of the date of the filing of this motion, the actual total
5 costs incurred in litigating this Action for Class Counsel are \$17,590.13. (*Id.*) Class Counsel incurred
6 costs including, but not limited to, filing fees (*e.g.* complaint, stipulation, motions), service of process,
7 mediation fees, expert analysis fees, attorney-service costs for court filings, copy charges for
8 documents, and postage charges, all of which were necessarily and reasonably incurred to prosecute
9 this Action and achieve a settlement that significantly benefits the Class. (*Id.*) Thus, Class Counsel
10 requests a reimbursement of their incurred costs in the amount of \$17,590.13. (*Id.*)

11 **IV. CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES IS**
12 **APPROPRIATE**

13 The Class is defined in the settlement as: “all persons employed by Defendant in California
14 as non-exempt hourly employees who worked for Defendant during the Class Period, which is
15 January 16, 2020, through October 20, 2024”. (Settlement Agreement ¶¶ 1.5, 1.13.)

16 **A. THE LEGAL STANDARD**

17 Section 382 of the Code of Civil Procedure provides that “when the question is one of a
18 common or general interest, of many persons, or when the parties are numerous, and it is impracticable
19 to bring them all before the court, one or more may sue or defend for the benefit of all. Code Civ. Proc.
20 § 382. Class certification under § 382 is appropriate when “(1) [t]here [is] . . . an ascertainable class;
21 and (2) there [is] . . . a well-defined community of interest in the questions of law and fact involved
22 affecting the parties to be represented.” *Daar v. Yellow Cab Co.*(1967) 67 Cal. 2d 695, 704 (citations
23 omitted). The community-of-interest requirement itself embodies three factors: “(1) predominant
24 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3)
25 class representatives who can adequately represent the class.” *Richmond v. Dart Industries, Inc.* (1981)
26 29 Cal.3d 462, 470.

27 Any doubt as to the appropriateness of class treatment should be resolved in favor of class
28 certification, subject to later modification if necessary. *Id.* at 473-475. The decision to certify a class

1 is a purely procedural one and should be based on the allegations in the operative complaint and not
2 in the perceived factual or legal merit of the class claims. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th
3 429, 439-441.

4 **B. ALL OF THE CRITERIA FOR CERTIFICATION OF THE SETTLEMENT**
5 **CLASS ARE SATISFIED.**

6 1. The Class Is Ascertainable.

7 The class is readily ascertainable because all Class Members worked for Defendant within the
8 relevant class period and have already been identified through Defendant's employee and payroll files.
9 (Kim PA Decl., ¶ 21) *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 932 (finding that
10 "[c]lass members are 'ascertainable' where they may be readily identified without unreasonable
11 expense or time by reference to official records.").

12 2. The Numerosity Requirement Is Satisfied.

13 The numerosity requirement is fulfilled simply when the individual joinder of all class
14 members would be impracticable. A proposed class numbering "as few as 40 class members should
15 raise a presumption that joinder is impracticable," thus satisfying the numerosity requirement.
16 *Newberg on Class Actions* § 3.5. Here, there are 402 Participating Class Members. (Kim Decl., ¶ 11.)
17 Therefore, joinder would be impracticable, and a class-wide proceeding is clearly preferable and
18 appropriate.

19 3. Common Issues of Law and Fact Predominate over Any Individual Issues.

20 The court should grant class certification when questions of law and fact common to all Class
21 Members predominate over any questions affecting only individual members. *Hicks v. Kaufman*
22 *& Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916 ("As a general rule, if the defendant's liability
23 can be determined by facts common to all members of the class, a class will be certified even if the
24 members must individually prove their damages. In order to determine whether common questions of
25 fact predominate, the trial court must examine the issues framed by the pleadings and the law
26 applicable to the causes of action alleged.").

27 The commonality and predominance requirements are "easily met," because "[when] the
28 defendant has engaged in some course of conduct that affects a group of persons and gives rise to a

1 cause of action, one or more of the elements of that cause of action will be common to all of the
2 persons affected.” *Gen’l Tel. Co. of Southwest v. Falcon* (1982) 457 U.S. 147, 155. Further, the fact
3 that “calculation of individual damages may at some point be required does not foreclose the
4 possibility of taking common evidence on [liability issues].” *Sav-on Drug Stores, Inc. v. Superior*
5 *Court*(2004) 34 Cal.4th 319, 332 (holding that the legal question of whether the plaintiff-employees
6 were nonexempt and therefore entitled to overtime was a common question that predominated over
7 the individual questions of each employee’s duties performed and hours worked); *Clothesrigger, Inc.*
8 *v. GTE Corp.*(1987) 191 Cal. App.3d 605, 617 (“[T]he necessity for class members to prove their own
9 damages does not mean individual fact questions predominate”).

10 The scope of this case is narrowly focused on a specific class of persons employed by
11 Defendant during a specific period of time. The common questions of law and fact in this case all stem
12 from the claims that Class Members were not paid for all hours and did not receive meal and rest
13 periods. Plaintiff and Class Members were subject to the same policies and practices and all sought
14 the same remedies. These common issues predominate over individual issues because identical
15 evidence establishes liability as to all Class Members. (Kim PA Decl., ¶ 22.) Under such
16 circumstances, the commonality and predominance requirements are satisfied. *Stephens v.*
17 *Montgomery Ward & Co., Inc.* (1987) 193 Cal. App. 3d 411, 421.

18 4. Plaintiff’s Claims Are Typical.

19 A class representative’s claims are typical of a class when they arise from the same event,
20 practice, or course of conduct that gives rise to the claims of other putative class members, and if their
21 claims rest on the same legal theories. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I. Custom*
22 *Kitchens v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 (“[I]t has never been the law in
23 California that the class representative must have identical interests with the class members.”). Here,
24 Plaintiff’s claims are typical of Class Members’ claims because they arise from the same factual basis
25 and are based on the same legal theories. (Kim PA Decl., ¶ 23.) Accordingly, the typicality requirement
26 is satisfied.

27 5. Plaintiff and Class Counsel Adequately Represent the Class.

28 The adequacy requirement is met by fulfilling two conditions: (1) the class representative must

1 be represented by counsel qualified to conduct the pending litigation, and (2) the class representative's
2 interests cannot be antagonistic to those of the class. *McGhee v. Crocker-Citizens Nat. Bank* (1976)
3 60 Cal.App.3d 442, 451.

4 Both conditions are met here. First, Plaintiff and the Class are represented by experienced and
5 competent counsel. Class Counsel is qualified and has served as class counsel in numerous class
6 actions. (Kim PA Decl., ¶¶ 61-65.) Thus, Class Counsel is "qualified, experienced, and generally able
7 to conduct the proposed litigation." *Miller v. Woods* (1983) 148 Cal.App.3d 862, 875. Second, Plaintiff
8 has no conflict with the Class, and his interests are aligned with those of the Class. As a result of their
9 effort, Class Members will benefit from the Settlement. Accordingly, the adequacy requirement is
10 satisfied. (Kim PA Decl., ¶ 24.)

11 6. Class Treatment Is Superior to the Alternatives

12 Courts have long recognized that the class-action device often provides the sole procedural
13 mechanism by which many individuals harmed by corporate wrongdoing can band together to achieve
14 justice. Absent class treatment, similarly situated persons with relatively small but nevertheless
15 meritorious claims for damages would, as a practical matter, have no means of redress because of the
16 time, effort, and expense required to prosecute individual actions. *See Hanlon, supra*, 150 F.3d at
17 1023. The United States Supreme Court has stated that "the policy at the very core of the class action
18 mechanism is to overcome the problem that small recoveries do not provide the incentive for any
19 individual to bring a solo action prosecuting his or her rights. The class action solves this problem by
20 aggregating the relatively paltry potential recoveries into something worth someone's (usually an
21 attorney's) labor." *Amchem Prods. v. Windsor* (1997) 521 U.S. 591, 617 (citation and quotation
22 omitted).

23 Other relevant considerations regarding superiority include the improbability that each class
24 member will come forward to prove his or her separate claim and whether the class approach would
25 serve to deter or redress the alleged wrongdoing. *Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 435.
26 In employment cases, concerns such as fear of the employer, lack of representation, size of claim, and
27 the employee's perception about the difficulty of litigation, increase the likelihood that an employer
28 will not be held accountable. Acknowledging these concerns, courts have noted that "[t]he risk entailed

1 in suing one's employer are such that the few hardy souls who come forward should be permitted to
2 speak for others when the vocal ones are otherwise fully qualified." *St. Marie v. Eastern RR Ass'n*
3 (S.D.N.Y. 1976) 72 F.R.D. 443, 449 (overruled as to damages and liability but not as to class
4 certification). Here, the class approach serves to deter and redress the alleged wrongdoing by ensuring
5 that all claims of Class Members are addressed.

6 Further, where, as here, the individual claims are relatively small and the socio-economic status
7 and sophistication of the class members contrasts with that of the defendants, a class action is
8 particularly appropriate because the size of the individual claims "would prove uneconomic for
9 potential plaintiffs" to pursue individually, as "litigation costs would dwarf potential recovery."
10 *Hanlon, supra*, 150 F. 3d at 1023. These issues, from a practical standpoint, generally lead to the
11 unbalanced situation where the employer is represented by counsel, but the employee who seeks
12 redress is not. Each of the above reasons compels the conclusion that a class action is the preferred
13 method of resolution for this case. (Kim PA Decl., ¶¶ 25-26.)

14 **V. CONCLUSION**

15 For the reasons set forth herein, Plaintiff respectfully requests that this Court grant final
16 approval of this Settlement and enter the companion order.

17
18 DATED: July 16, 2025

D.LAW, INC.

19
20 By 
21 Emil Davtyan
22 David Yeremian
23 Alvin B. Lindsay
24 Enoch J. Kim
25 Rose Sorial
26 Arianna Razi
27 Attorneys for Plaintiff William R. R. Little, on behalf
28 of himself and others similarly situated