

ABROLAT LAW PC
ATTORNEYS AT LAW
EL SEGUNDO

1 ABROLAT LAW PC
2 NANCY L. ABROLAT (SBN 149799)
3 SHAHANE A. MARTIROSYAN (SBN 295471)
4 THE ATRIUM AT CONTINENTAL PARK
5 2321 ROSECRANS AVE., SUITE 1260
6 El Segundo, CA 90245
7 Telephone: (310) 615-0008
8 Facsimile: (310) 615-0009
9
10 Attorneys for Plaintiffs'
11 GABRIELA ANGEL, GUADALUPE CABRERA,
12 JESSICA CASTILLO, JAQUELINE CHAMORRO,
13 SAMANTHA HERNANDEZ, MAYRA MARTIN,
14 VIVIAN PENA, EMPERATRIZ RAMIREZ, MARIA
15 RODRIGUEZ, ROSARIO TORRES and on behalf of
16 the Certified Class
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CENTRAL CIVIL WEST

GABRIELA ANGEL, GUADALUPE CABRERA, JAQUELINE CHAMORRO, SAMANTHA HERNANDEZ, MAYRA MARTIN, VIVIAN PENA, EMPERATRIZ RAMIREZ, MARIA RODRIGUEZ, ROSARIO TORRES, JESSICA CASTILLO, individually and on behalf of all employees/former employees similarly situated,

Plaintiff,

vs.

ACADEMY AUTOMOBILE INSURANCE SERVICES, INC., a corporation, AGENDA INSURANCE SERVICES, INC., a corporation, ADELCO INSURANCE SERVICES, INC., a corporation, dba TOP VALUE INSURANCE SERVICES, MAGDY TAWIL, an individual, ADEL TAWIL, an individual, and DOES 1-100, inclusive,

Defendants' . . .

Case No. BC545021
Honorable Elihu M. Berle, Presiding
[CLASS ACTION]
PLAINTIFFS' NOTICE OF MOTION AND UNOPPOSED MOTION FOR PRELIMINARY SETTLEMENT APPROVAL; MEMORANDUM OF POINTS AND AUTHORITIES
[Concurrently filed with Declaration of Nancy L. Abrolat]
Date: TBD
Time: TBD
Dept. 323

Complaint Filed: November 26, 2013
JURY TRIAL DEMANDED

1 **TO ALL PARTIES THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** that on [TBD] at [TBD] a.m./p.m., in the
3 courtroom of the Honorable Elihu M. Berle, Plaintiffs Gabriela Angel, Guadalupe Cabrera,
4 Jessica Castillo, Jaqueline Chamorro, Samantha Hernandez, Mayra Martin, Vivian Pena,
5 Emperatriz Ramirez, Maria Rodriguez, Rosario Torres and the Certified Class will and hereby
6 do move for preliminary approval of the Parties' Settlement Agreement in their case against
7 Defendants Academy Automobile Insurance Services, Inc., Agenda Insurance Services, Inc.,
8 Alico Insurance, Inc., Adelco Insurance Services, Inc., dba Top Value Insurance Services,
9 Magdy Tawil, and Adel Tawil. The grounds for approval are set forth in the accompanying
10 Memorandum of Points and Authorities; Defendants do not oppose this Motion.

11 Plaintiffs additionally request that the Court approve Exhibit A to the Settlement
12 Agreement and authorize distribution of Notice pursuant to the terms of the Settlement
13 Agreement. Finally, Plaintiffs ask that the Court set a date for a hearing on Plaintiffs' Motion
14 for Final Settlement Approval, which must occur at least 75 days after the Court grants
15 preliminary approval of the proposed settlement.

16 Respectfully Submitted,

17 Dated: January 23, 2018

ABROLAT LAW PC

18
19
20 By: 

Nancy L. Abrolat
Shahane A. Martirosyan
Attorneys for Plaintiffs'
Gabriela Angel, Guadalupe Cabrera, Jessica
Castillo, Jaqueline Chamorro, Samantha
Hernandez, Mayra Martin, Vivian Pena,
Emperatriz Ramirez, Maria Rodriguez,
Rosario Torres and the Certified Class

TABLE OF CONTENTS

1

2 I. Introduction..... 1

3 II. Procedural and Factual History..... 1

4 A. Early Litigation..... 2

5 B. Settlement Agreement..... 4

6 C. Allocation..... 5

7

8 III. The Court Should Approve The Settlement And Authorize

9 Notice..... 6

10 A. In this Case, the Court Has Already Certified the Class,

11 Finding that the Requirements of California Code of

12 Civil Procedure Section 382 Have Been Satisfied..... 7

13 B. The Court Should Approve the Claims Administrator

14 and the Requested Notice Form..... 8

15 C. The Court Should Approve the Cy Pres Recipient..... 9

16 D. The Proposed settlement is Fair, Adequate, and

17 Reasonable..... 9

18 1. The Settlement is presumably fair because it was

19 the product of non-collusive, informed, arms-length

20 negotiations conducted by experienced counsel..... 9

21 2. The Settlement is presumably fair because it was the

22 product of non-collusive, informed, arms-length

23 negotiations conducted by experienced counsel..... 11

24 a. The Settlement is presumably fair because it

25 was the product of non-collusive, informed,

26 arms-length negotiations conducted by

27 experienced counsel..... 13

28 b. The risk of maintaining class action status

through trial..... 14

c. The amount offered in settlement..... 14

d. The Plaintiffs' enhancements are justified..... 16

3. The Court Should Approve the Requested 18

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Attorneys' Fees and costs at Final Approval.....	
4. The Court Should Approve up to \$50,000.00 in Costs at Final Approval.....	19
V. Conclusion.....	19

TABLE OF AUTHORITIES

California Statutes:

Labor Code Section 201..... 8

Labor Code Section 202..... 8

Labor Code Section 203..... 8

Labor Code Section 221..... 7, 13

Labor Code Section 223..... 7, 13

Labor Code Section 226..... 8

Labor Code Section 2802..... 7

California Court Rules:

California Rules of Court, Rule 3.769..... 6

IWC Wage Order 4, section 8..... 7, 11

Federal Cases:

Blum v. Stenson (1984) 465 U.S. 886..... 19

Harris v. Vector Marketing Corp (N.D. Cal. 2012) 2012 WL 381202..... 18

Lusby v. Gamestop Inc. N.D. Cal. 2013) 297 F.R.D. 400..... 16

Ma v. Covidien Holding, (C.D. Cal. Jan. 31, 2014) 2014 WL 360196... 16

Staton v. Boeing Co. (9th Cir.2003) 327 F.3d 938..... 17

Vandervort v. Balboa Capital Corp. (C.D. Cal. 2014) 8 F. Supp. 3d 1200..... 18

California Cases:

Apple Computer, Inc. v. Super. Ct. (2005) 126 Cal.App.4th 1253..... 6, 18

Cartt v. Superior Court (1975) 50 Cal.App.3d 960..... 8

Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43..... 8, 18

JUDICIAL LITIGATION
 ATTORNEYS AT LAW
 EL SEGUNDO

QUINLAN LAW LLC
ATTORNEYS AT LAW
EL SEGUNDO

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

<i>City & County of San Francisco v. Sweet</i> (1995) 12 Cal. 4th 105.....	18
<i>Clark v. American Residential Services LLC</i> (2009) 175 Cal.App.4th 785.....	6, 17
<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.App.4th 1794.....	9, 10
<i>Hernandez v. Vitamin Shoppe Indus., Inc.</i> (2009) 174 Cal.App.4th 1441.....	6
<i>Kullar v. Food Locke Retail, Inc.</i> (2008) 168 Cal.App.4th 116.....	9, 10, 11
<i>Lealao v. Beneficial Calif., Inc.</i> (2000) 82 Cal.App.4th 19.....	18
<i>Mallick v. Super. Ct.</i> (1979) 89 Cal.App.3d 434.....	6
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> (2010) 186 Cal.App.4th 399.....	11, 17
<i>Quinn v. State</i> (1975) 15 Cal.3d 162.....	18
<i>Roos v. Honeywell International, Inc.</i> (2015) 241 Cal.App.4th 1472.....	19
<i>Trotsky v. Los Angeles Fed. Sav. & Loan Assoc.</i> (1975) 48 Cal.App.3d 134.....	8
<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224, 234-235.....	6, 9

1 **MEMORANDUM OF LAW AND POINTS OF AUTHORITIES**

2 **I. Introduction**

3 Named Plaintiffs Gabriela Angel, Guadalupe Cabrera, Jessica Castillo, Jaqueline
4 Chamorro, Samantha Hernandez, Mayra Martin, Vivian Pena, Emperatriz Ramirez, Maria
5 Rodriguez, Rosario Torres, (collectively, "Representative Plaintiffs"), individually, and on behalf
6 of all others similarly situated ("Class Members" as defined below), come before the Court
7 requesting preliminary approval of this class action settlement so that the Class may receive
8 notice of this settlement, payment from the settlement, and the case may be closed.

9 Defendants Academy Automobile Insurance Services, Inc., Agenda Insurance Services, Inc.,
10 Alico Insurance, Inc., Adelco Insurance Services, Inc., dba Top Value Insurance Services, Magdy
11 Tawil, and Adel Tawil, (collectively, "Academy" or "Defendants") do not oppose this motion.

12 This proposed settlement calls for Defendants to pay \$1,175,000.00 on a non-
13 reversionary basis to resolve class claims brought by ten former employees on behalf of a
14 class of no more than 344 customer service representatives who worked for Academy during
15 the period May 8, 2010 through December 27, 2017. The Representative Plaintiffs allege that
16 Defendants engaged in an array of wage and hour violations, including failing to pay all overtime,
17 requiring work off the clock, refusing to allow breaks, improperly having employees pay for
18 shortages, providing inaccurate paystubs and failing to pay all wages due upon termination.

19 Academy has at all times denied these allegations, asserting that the Representative
20 Plaintiffs and Class Members were properly compensated.

21 Given the defenses raised by Academy during the mediation in this action, as explained
22 herein, this settlement provides very good value to Class Members. The proposed settlement
23 amount represents a large portion of the potential recovery, and provides prompt and certain
24 resolution. The Parties respectfully submit that the terms of the proposed settlement are fair and
25 reasonable, and the Court should grant preliminary approval. Plaintiffs also request that the
26 Court approve the distribution of notice, and set a date for a final settlement approval hearing.

27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

II. Procedural and Factual History

The Parties reached this proposed settlement in the early stages of litigation, avoiding the expense and risk of drawn-out litigation.

A. Early Litigation

This case was first filed on May 8, 2014, as a putative class action in California Superior Court for the County of Los Angeles. Plaintiffs alleged that Academy engaged in an array of wage and hour violations to wit: failing to pay overtime, requiring employees to work off the clock, failing to allow meal and rest breaks, failing to reimburse expenses, improperly charging employees for shortages, failing to provide accurate paystubs and failing to pay all wages due upon termination.

On May 19, 2014 and May 22, 2014 Plaintiffs' personally served all entities and individual Defendants. On September 18, 2014, Plaintiffs' filed the Joint Report. The Initial Status conference was held with the Court on September 23, 2014.

On November 3, 2014, Defendants filed Demurrer, which was heard on January 20, 2015 and sustained with leave to amend. Plaintiffs filed their First Amended Complaint on March 2, 2015. Academy filed a second Demurrer to the First Amended Complaint on March 30, 2015, which was heard on May 1, 2015. On May 15, 2015, Plaintiffs filed the Second Amended Complaint. Academy filed a third Demurrer to the Second Amended Complaint on June 12, 2015, which was heard on July 17, 2015. The Court overruled the Demurrer, and Academy Answered the Second Amended Complaint on August 14, 2015.

While the case was pending, Plaintiffs pursued significant discovery, including:

- Deposition of Defendant Magdy Tawill – 11/12/2015
- Deposition of Angie Cabrera - 11/6/2015 and 11/2/2017
- Deposition of Brenda Cruz - 11/9/2015
- Deposition of Defendant Adel Tawil - 12/7/2015
- Document Production, Set One – 7/17/2015
- Document Production, Set Two – 2/6/2016

- 1 - Document Production, Set Three – 12/2/2016
- 2 - Document Production, Set Four – 3/8/2017
- 3 - Supplemental Document Production – 10/10/2017
- 4 - Form Interrogatories General, Set One – 12/6/2016
- 5 - Form Interrogatories General, Set Two – 3/10/2017
- 6 - Form Interrogatories General, Set Three – 10/10/2017
- 7 - Request for Admission, Set One – 12/6/2016
- 8 - Request for Admission, Set Two – 3/10/2017
- 9 - Special Interrogatories, Set One – 7/17/2015
- 10 - Special Interrogatories, Set Two – 12/6/2016
- 11 - Plaintiff Mayra Martin Special Interrogatories, Set One – 3/8/2017
- 12 - Plaintiff Rosario Torres Special Interrogatories, Set One – 3/8/2017
- 13 - Plaintiff Guadalupe Cabrera Special Interrogatories, Set One – 9/15/2017
- 14 - Plaintiff Emperatriz Ramirez Special Interrogatories, Set One – 9/15/2017
- 15 - Plaintiff Samantha Hernandez Special Interrogatories, Set One – 9/15/2017
- 16 - Plaintiff Jessica Castillo Special Interrogatories, Set One – 9/15/2017
- 17 - Plaintiff Jacqueline Chamorro Special Interrogatories, Set One – 9/15/2017
- 18 - Site Inspection 10/8/2017

19
20
21
22 Prior defense counsel did not cooperate with discovery, requiring Plaintiffs to bring
23 motions to compel. For example, on October 2, 2015, Plaintiffs filed their first motion to compel
24 responses to Special Interrogatories. On February 3, 2016, Plaintiffs filed additional Motions to
25 Compel to Special Interrogatories and Request for Production of Documents. On February 10,
26 2016, the hearing was held, and the Court granted the motions, imposed sanctions and set Belaire
27 and Motion for Certification deadlines.
28

1 On February 25, 2016, Plaintiffs' filed an Ex Parte Application for Evidentiary Sanctions
2 for Defendants' violations of this Court's order related to Belaire Notice and for Court Approval.
3 The Ex Parte was denied without prejudice.

4 On April 5, 2016, Plaintiffs' filed a motion to compel requests for production of
5 documents, which was held on June 2, 2016. The Court granted Plaintiffs' motion and imposed
6 sanctions again. On June 14, 2016, the Court signed the Order re Belaire Notice and Production
7 of Class member names and contact information. Thereafter, the Parties proceeded with the
8 Belaire notice to the putative class members.

9 On October 25, 2016, Plaintiffs filed a Motion for Class Certification. On January 30,
10 2017, Plaintiffs filed a Motion to Amend the Second Amended Complaint to Add Putative Class
11 Members. On February 23, 2017, the Court granted the Class Certification motion but denied the
12 Motion to Amend. On March 15, 2017, Plaintiffs filed a joint report with the Court re Notice to
13 the Class and Trial.

14 The status conference was held on March 20, 2017. On April 3, 2017, the Court signed
15 and approved the Notice to Class and Exclusion forms.

16 On May 12, 2017, Plaintiffs' filed a motion to amend complaint to add putative class
17 members, which was held on June 6, 2017. The Court denied the motion without prejudice.

18 On July 14, 2017, Plaintiffs filed a joint report and on September 15, 2017, filed an
19 amended joint report. The Status Conference was held on November 28, 2017 at which time the
20 Court set the following dates: Post Mediation Status Conference: March 12, 2018; Decertification
21 and/or Motion for Summary Judgement/Adjudication: June 4, 2018; Discovery cut off: March 28,
22 2018; Motion in *Limines*: April 13, 2018; Trial Documents: April 23, 2018; Final Status Conference: May
23 4, 2018; Trial: June 4, 2018.

24 On November 13, the Parties submitted the matter to Honorable Judge Louis Meisinger,
25 retired for mediation but no settlement was reached. Thereafter on December 27, 2017, the
26 Parties attended a second mediation session with Judge Meisinger in which the Parties did settle
27 the matter.

28 On January 9, 2018, the Parties filed a proposed stipulation of settlement.

1 **B. Settlement Agreement**

2 The Parties' stipulated settlement is the product of arms'-length negotiations and thorough
3 analyses of the claims, defenses, and potential damages for Academy's current and former
4 customer service representatives. The proposed settlement calls for Academy to pay a total of
5 \$1,175,000 to resolve the claims of the Representative Plaintiffs and 334 individuals in the
6 certified class. (Abrolat Decl. ¶ 13, Exh. 1 (Stipulation and Agreement to Settle Putative Class
7 Action ("Agreement")).) This proposed settlement amount is inclusive of attorneys' fees and
8 costs, and covers all Class Members. (*Id.* at 5-7.)

9 Under the terms of the Agreement, each Class Member will receive a notice in the form
10 proposed. (Agreement at 8-9.) The notice will provide each recipient with the approximate
11 amount he or she is entitled to receive under the proposed settlement. Per the proposed settlement,
12 the Parties will retain the professional claims administration firm of ILYM Group, Inc. (the
13 "Claims Administrator") to perform the notice and claims administration procedures in this
14 matter. (*Id.* at Exh. A.) The Settlement Notice will describe the litigation, the terms of the
15 proposed settlement, and each Class Member's options with regard to the proposed settlement.
16 (*Id.*) The Settlement Notice will be sent via first class mail to the last known address of each
17 class member, once that address has been checked with the National Change of Address List. (*Id.*
18 at 8.) Included in this mailing are detailed instructions to the Class Member Claims in the
19 event they want to object or be excluded from the proposed settlement. In addition, to the extent
20 a Settlement Notice is returned, the Claims Administrator will re-mail notice to a new address
21 based upon a skip trace. (*Id.*)

22 As explained thoroughly in the Settlement Notice, this is an opt-out settlement, and Class
23 Members will be included in the Class and proposed settlement and receive payment (and be
24 subject to the release and the judgment) unless they affirmatively "opt out" of the settlement
25 class. (*Id.* at Exhibit A.) Those Class Members who do not timely "opt out" by mailing a
26 request for exclusion will be subject to the Judgment and its associated release. (*Id.* at 9.)
27 Upon the effective date of the Judgment, all Class Members who have not opted out will be
28 deemed to have, and by operation of the Judgment will have, released Academy and its

1 affiliates, owners and employees of all known or unknown claims relating to their claims
2 alleged in the Complaint and all associated claims for interest, penalties, and fees and costs. (*Id.*)

3 **C. Allocation**

4 The \$1,175,000 settlement amount will be apportioned, subject to Court approval, as
5 follows: \$391,666.70 for Class Counsel's attorneys' fees, up to \$50,000 for Class Counsel's
6 costs, up to \$9,000 for Costs of Administration, \$85,000 for the ten Representative Plaintiff
7 Enhancements, and \$639,333.30 to be distributed to Class Members (the "Distribution Amount").
8 (Agreement at 1, 5-7.) The Distribution Amount will be allocated to Class Members on a pro
9 rata basis, based on each class member's total weeks worked during the Class Period and highest
10 hourly rate. (*Id.* at 6-7.)

11 None of the settlement funds will revert to Academy, assuming the settlement
12 receives final approval. (Agreement at 5-7.) Any unapproved attorneys' fees, costs, or
13 Representative Plaintiff Enhancements will be added to the Net Settlement Fund. (Agreement at
14 6.) If any Class Members opt out of the settlement, their allocation will be reallocated to
15 participating Class Members before payments are made. The Settlement Agreement provides
16 that any checks that are uncashed after 90 days will be voided and will be allocated to the Legal
17 Aid At Work as a *cypres* recipient, subject to Court approval. (*Id.* at 11.)

18 Academy shall also be responsible for paying the employer's share of all payroll taxes
19 customarily and ordinarily paid by employers, such as FICA and FUTA / SUTA. The payment
20 of these taxes is not included in the Total Settlement Amount. (Agreement at 7.)

21 **III. The Court Should Approve The Settlement And Authorize Notice**

22 The settlement of a class action requires approval of the Court. (Cal. Rules of Court, rule
23 3.769.) The Court has broad discretion in determining whether a class action settlement can be
24 preliminarily approved, including whether notice to the class is adequate, whether the
25 attorneys' fee award is proper and whether the settlement is fair, reasonable and adequate to be
26 approved. (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 799;
27 *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235; *Mallick v. Super. Ct.*
28 (1979) 89 Cal.App.3d 434, 438). At the preliminary approval stage, which precedes

1 dissemination of notice to class members and a formal fairness hearing, the Court only
2 needs to decide whether the proposed settlement falls “within a range of reasonableness” for
3 possible final approval. (*Hernandez v. Vitamin Shoppe Indus., Inc.* (2009) 174 Cal.App.4th
4 1441, 1446).

5
6 **A. In this Case, the Court Has Already Certified the Class, Finding that the**
7 **Requirements of California Code of Civil Procedure Section 382 Have Been**
8 **Satisfied.**

9 On February 23, 2017, the Court granted Plaintiffs’ Motion for Class Certification,
10 certifying the following claims:

- 11 1. **Saturday Overtime Class:** All CSRs not compensated at the overtime rate for overtime
12 hours worked on Saturdays in violation of the Labor Code, IWC Wage Orders and all
13 other applicable laws and regulations between May 2010 and judgment;
- 14 2. **Overtime For Driving Off the Clock:** All CSRs not compensated for time spent driving
15 from one Academy location to another and driving to run errands in violation of the Labor
16 Code, IWC Wage Orders, and all other applicable laws and regulations between May
17 2010 and judgment;
- 18 3. **Unlawful Meal Break Subclass (First Meal Period After Fifth Hour):** All CSRs not
19 compensated for meal periods within the first five working hours of their shifts in
20 violation of the Labor Code, IWC Order, and all other applicable laws and regulations
21 between May 2010 and judgment;
- 22 4. **Unlawful Meal Break Subclass (First Meal Period Less Than Thirty Minutes Duty**
23 **Free):** All CSRs not compensated for first meal periods that were less than thirty minutes
24 of duty-free uninterrupted time in violation of the Labor Code, IWC Wage Orders, and all
25 other applicable laws and regulations between May 2010 and judgment;
- 26 5. **Unlawful Meal Period Subclass (Second Meal Period):** All CSRs not compensated for
27 second meal periods not taken during 10-hour shift in violation of the Labor Code, IWC
28 Wage Order, and all other applicable laws and regulations between May 2010 and
judgment;
6. **Rest Break Subclass:** All CSRs not compensated for missed rest breaks in violation of
the Labor Code, IWC Wage Orders, and all other applicable laws and regulations between
May 2010 and the date of judgment;
7. **Failure to Reimburse Business Expenses Subclass:** All CSRs not reimbursed for
necessary work expenses such as supplies, cleaning products, and mileage in violation of
the Labor Code including section 2802, and all other applicable laws and regulations
between May 2010 and judgment;

- 1 8. **Shortages Subclass:** All CSRs charged for cash shortages in violation of the Labor Code
2 including sections 221-223, IWC Wage Order 4, section 8, and all other applicable laws
3 and regulations between May 2010 and judgment;
- 4 9. **Inaccurate Paystub Subclass:** All CSRs not provided accurate itemized paystub in
5 violation of the Labor Code section 226, and all other applicable laws and regulations
6 between May 2013 and judgment;
- 7 10. **Derivative and Direct Waiting Time Penalties Subclass:** All CSRs not provided timely
8 payments of all wages due upon employment termination in violation of the Labor Code
9 sections 201, 202, or 203, and all other applicable laws and regulations between May 2011
10 and judgment.

11 (Abrolat Decl. ¶ 13; Exh. 1.)

12 The Court also found the Class Representatives satisfy the typicality requirement and that
13 Abrolat Law pc is appointed as Class Counsel. (*Id.* at 2.)

14 **B. The Court Should Approve the Claims Administrator and the Requested
15 Notice Form.**

16 The class notice “must fairly apprise the class members of the terms of compromise and
17 the options open to dissenting class members.” (*Trotsky v. Los Angeles Fed. Sav. & Loan Assoc.*
18 (1975) 48 Cal.App.3d 134, 151-52; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974). The
19 California Court of Appeal has approved using “a summary notice that directed the class member
20 wanting more information to a Web Site containing a more detailed notice, and provided
21 hyperlinks to that Web site.” (*Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, at 58).

22 Here, the Settlement Agreement provides for the settlement administrator, ILYM Group,
23 Inc. to mail notice to all class members. (Agreement at 2, 8-9; Exh. A.) ILYM has substantial
24 experience in the area of class action settlement administration. Counsel solicited bids from
25 multiple potential administrators; of qualified administrators, ILYM offered the best value to the
26 Class, providing comprehensive services at a significantly discounted price. (*Id.*) The Agreement
27 also provides that ILYM will use the National Change of Address List to verify the accuracy of
28 all addresses before the initial mailing and will use its best efforts to locate updated addresses for
class members if notice is returned. (Agreement at 8-9.) The notice form clearly identifies the
options available to putative class members and explains the terms and mechanics of the
settlement. (Abrolat Decl. ¶¶ 13, 15; Agreement, Exh. A.) Accordingly, Plaintiffs request that the

1 Court approve the claims administrator, the notice distribution procedures, and the form of notice
2 provided with the Settlement Agreement.

3 **C. The Court Should Approve the *Cy Pres* Recipient**

4 Plaintiffs also request that the Court approve the proposed *Cy Pres* recipient, Legal Aid
5 At Work. Legal Aid At Work is a non-profit organization that “delivers on the promise of justice
6 for low-income people” using four main strategies to enforce and strengthen workers’ rights: Free
7 legal information, litigation, free clinics and helplines, and policy advocacy. Accordingly, Legal
8 Aid At Work is an appropriate *cy pres* recipient.

9 **D. The Proposed settlement is Fair, Adequate, and Reasonable**

10 After a class has been certified, a class settlement will be approved if the settlement is
11 found to be fair, adequate and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
12 1801). In making this determination, courts consider several factors, including “the strength of
13 plaintiffs’ case, the risk expense, complexity and likely duration of further litigation, the risk
14 of maintaining class action status through trial, the amount offered in settlement, the extent of
15 discovery completed and the stage of the proceedings, the experience and views of counsel, the
16 presence of a governmental participant, and the reaction of the class members to the proposed
17 settlement.” (*Id.*; see also *Kullar v. Food Locke Retail, Inc.* (2008) 168 Cal.App.4th 116, 128).
18 The above factors are not exhaustive, and the court “is free to engage in a balancing and
19 weighing of factors depending on the circumstances of each case.” (*Wershba*, 91 Cal.App.4th
20 at 245).

21 Generally, a presumption of fairness exists where: (1) the settlement is reached through
22 arms-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the
23 court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage
24 of objectors is small. (*See Dunk*, 48 Cal.App.4th at 1802). In addition to the four factors that
25 establish a presumption of fairness, the Court, before approving a settlement, must be provided
26 with basic information about the nature and magnitude of the claims in question and the basis for
27 concluding that the consideration being paid for the release of those claims represents a
28 reasonable compromise. (*Kullar*, 168 Cal.App.4th at 130-133.)

1 1. **The Settlement is presumably fair because it was the product of non-**
2 **collusive, informed, arms-length negotiations conducted by**
3 **experienced counsel**

4 A settlement is presumably fair when it is the product of arm's-length mediation and
5 negotiations, following adequate discovery, directed by an experienced mediator along with
6 experienced counsel on both sides. (*Kullar*, 168 Cal.App.4th at 129). "Due regard should be
7 given to what is otherwise a private consensual agreement between the Parties. The inquiry must
8 be limited to the extent necessary to reach a reasoned judgment that the agreement is not the
9 product of fraud or overreaching by, or collusion between, the negotiating parties, and that the
10 settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Dunk*, 48
11 Cal.App.4th at 1802).

12 Class Counsel's experience is outlined below. Class Counsel have extensive experience
13 in wage and hour litigation. Counsel for all parties agree that the settlement is fundamentally
14 fair, adequate, and reasonable. This settlement agreement is the result of arms-length
15 negotiations, between experienced counsel representing the interests of the plaintiffs and
16 defendant, facilitated by a highly experienced class action mediator, after thorough factual and
17 legal investigation.

18 As described above, Plaintiffs successfully brought a Motion for Class Certification. In
19 preparing and bringing this Motion for Class Certification, Plaintiffs conducted significant
20 discovery, including depositions of Defendants and obtained ten declarations from putative class
21 members in support of the Motion. (Abrolat Decl. at ¶ 16.) Prior to mediation, Plaintiffs obtained
22 substantial data regarding class members' rates of pay and dates of employment through
23 discovery. (*Id.*) This data was used to calculate damages for all class members. (*Id.*) The
24 Parties engaged in arms-length negotiations with ample evidence to weigh the strengths and
25 weaknesses of the case, and with all the data necessary to calculate damages. Class Counsel
26 prepared extensive and detailed damage calculations for each of the certified claims. (*Id.*) The
27 Parties have litigated numerous contested motions, including Academy's demurrers, Plaintiffs'
28 Motions to Compel Discovery and Plaintiffs' Motion for Class Certification. When this matter
was submitted to mediation, the case was only about 6 months away from trial. Thus, all

1 discovery had been completed and trial preparation had begun. (*Id.*) The litigation, extensive
2 discovery, and class certification support the finding that the Settlement is fair and reasonable.
3 Therefore, the proposed Settlement should be presumed fair.

4 **2. The strengths of Plaintiffs' case, balanced against the risk of future
litigation, show that the settlement falls in the range of reasonableness**

5 In determining whether the proposed settlement is adequate and falls within the range of
6 reasonableness for possible approval, courts "ensure that the recovery represents a reasonable
7 compromise, given the magnitude and apparent merit of the claims being released, discounted by
8 the risks and expenses of attempting to establish and collect on those claims by pursuing the
9 litigation." (*Kullar*, 168 Cal.App.4th at 129). "*Kullar* does not...require any...explicit statement
10 of value; it requires a record which allows 'an understanding of the amount that is in controversy
11 and the realistic range of outcomes of the litigation.'" (*Munoz v. BCI Coca-Cola Bottling Co. of
12 Los Angeles* (2010) 186 Cal.App.4th 399, 409, review denied (Sep 29, 2010)). Here, the
13 settlement, substantively, is adequate based on the risks of further litigation, the fairness of the
14 settlement allocation plan and amount, and the reasonableness of the Plaintiffs' enhancements and
15 the fees and costs requested.

16 To each of Plaintiffs' claims, Academy asserted legal and factual defenses which were
17 necessary to take into account, as follows:

- 18
- 19 • **Saturday Overtime Class:** All CSRs not compensated at the overtime rate for overtime
20 hours worked on Saturdays in violation of the Labor Code, IWC Wage Orders and all
21 other applicable laws and regulations between May 2010 and judgment;
 - 22 - Academy countered that Plaintiffs' misapplied the law by counting hours paid at
23 overtime toward overtime hours, in violation of the Labor Code regulations.
24 Plaintiffs countered that the Code itself requires overtime for either more than 8
25 hours in a day and more than 40 in a week. This claim carried significant risk, as
26 there is currently no clear authority as to which interpretation is correct, however,
27 the regulations seem to support Academy's argument. (Abrolat Decl. ¶ 17.)
 - 28 • **Overtime For Driving Off the Clock:** All CSRs not compensated for time spent driving
from one Academy location to another and driving to run errands in violation of the Labor
Code, IWC Wage Orders, and all other applicable laws and regulations between May
2010 and judgment;
 - Academy countered that only certain class members were required to drive and
those individuals were given lump sum payments to cover both their mileage and
time. While the payment for time would have failed to include proper withholding,
it created a potential issue for offset on these damages. (Abrolat Decl. ¶ 18.)

- 1 • **Unlawful Meal Break Subclass (First Meal Period After Fifth Hour):** All CSRs not
2 compensated for meal periods within the first five working hours of their shifts in
3 violation of the Labor Code, IWC Order, and all other applicable laws and regulations
4 between May 2010 and judgment;
5 - Academy countered by preparing detailed time charts based on their software that
6 tracked all activities of the class members throughout their working day. From
7 these charts, Academy argued that it showed significant down time throughout the
8 day, rebutting Plaintiffs' argument that there was not time to take meal and rest
9 breaks. This created factual issues making establishing liability substantially more
10 difficult and risky. If a jury were to believe the charts over the testimony of the
11 class members, the claims would not prevail. (Abrolat Decl. ¶ 19.)
- 12 • **Unlawful Meal Break Subclass (First Meal Period Less Than Thirty Minutes Duty
13 Free):** All CSRs not compensated for first meal periods that were less than thirty minutes
14 of duty-free uninterrupted time in violation of the Labor Code, IWC Wage Orders, and all
15 other applicable laws and regulations between May 2010 and judgment;
16 - Academy countered by preparing detailed time charts based on their software that
17 tracked all activities of the class members throughout their working day. From
18 these charts, Academy argued that it showed significant down time throughout the
19 day, rebutting Plaintiffs' argument that there was not time to take meal and rest
20 breaks. This created factual issues making establishing liability substantially more
21 difficult and risky. If a jury were to believe the charts over the testimony of the
22 class members, the claims would not prevail. (Abrolat Decl. ¶ 19.)
- 23 • **Unlawful Meal Period Subclass (Second Meal Period):** All CSRs not compensated for
24 second meal periods not taken during 10-hour shift in violation of the Labor Code, IWC
25 Wage Order, and all other applicable laws and regulations between May 2010 and
26 judgment;
27 - Academy countered by preparing detailed time charts based on their software that
28 tracked all activities of the class members throughout their working day. From
these charts, Academy argued that it showed significant down time throughout the
day, rebutting Plaintiffs' argument that there was not time to take meal and rest
breaks. This created factual issues making establishing liability substantially more
difficult and risky. If a jury were to believe the charts over the testimony of the
class members, the claims would not prevail. (Abrolat Decl. ¶ 19.)
- **Rest Break Subclass:** All CSRs not compensated for missed rest breaks in violation of
the Labor Code, IWC Wage Orders, and all other applicable laws and regulations between
May 2010 and the date of judgment;
- Academy countered by preparing detailed time charts based on their software that
tracked all activities of the class members throughout their working day. From
these charts, Academy argued that it showed significant down time throughout the
day, rebutting Plaintiffs' argument that there was not time to take meal and rest
breaks. This created factual issues making establishing liability substantially more
difficult and risky. If a jury were to believe the charts over the testimony of the
class members, the claims would not prevail. (Abrolat Decl. ¶ 19.)
- **Failure to Reimburse Business Expenses Subclass:** All CSRs not reimbursed for
necessary work expenses such as supplies, cleaning products, and mileage in violation of

1 the Labor Code including section 2802, and all other applicable laws and regulations
2 between May 2010 and judgment;

3 - Academy countered by pointing to lump sum payments included in paystubs of
4 certain class members paid as expense reimbursements. (Abrolat Decl. ¶ 20.)

- 5 • **Shortages Subclass:** All CSRs charged for cash shortages in violation of the Labor Code
6 including sections 221-223, IWC Wage Order 4, section 8, and all other applicable laws
7 and regulations between May 2010 and judgment;

8 - Academy countered by pointing to statements and documents in which class
9 members concede to “borrowing” cash from Academy, which then Academy
10 required to be repaid. (Abrolat Decl. ¶ 21.)

- 11 • **Inaccurate Paystub Subclass:** All CSRs not provided accurate itemized paystub in
12 violation of the Labor Code section 226, and all other applicable laws and regulations
13 between May 2013 and judgment;

14 - Since these are derivative claims, Academy countered with the above arguments.
15 (Abrolat Decl. ¶ 22.)

- 16 • **Derivative and Direct Waiting Time Penalties Subclass:** All CSRs not provided timely
17 payments of all wages due upon employment termination in violation of the Labor Code
18 sections 201, 202, or 203, and all other applicable laws and regulations between May 2011
19 and judgment.

20 - Since these are derivative claims, Academy countered with the above arguments.
21 (Abrolat Decl. ¶ 22.)

22 At the mediation, Academy also referenced its intention to move to decertify the class and
23 seek summary judgment of the Saturday overtime claim based on the regulations providing that
24 overtime hours cannot be counted toward additional overtime hours. As to the decertification
25 motion, Academy had retained new counsel since opposing Plaintiffs' Motion for Class
26 Certification. New counsel for Academy identified different strategies he intended to use to seek
27 decertification, particularly of the shortages claim where Academy argued the claims of the class
28 members were not sufficiently alike. For example, Academy pointed to class members who had
confirmed in writing that they had “borrowed” the money that Academy required them to repay.
Academy’s defenses and intent to file a summary judgment motion and motion for decertification
created hurdles for and risks to Plaintiffs’ recovery. Given the risks inherent in litigation, both on
the merits and as to damages, the Court should approve the settlement.

a. **The risk, expense, complexity, and duration of further
litigation**

Beyond the legal and factual challenges, there are very real practical difficulties that

1 would make continued litigation difficult, and weigh in favor of settlement. There is a high
2 likelihood that the next steps of litigation would have been expensive, complex, and protracted.
3 Academy was prepared to bring a motion to decertify and a Motion for Summary Adjudication.
4 The Parties would have had to re-litigate class certification and summary judgment motions.
5 Having new counsel representing Academy suggested that this process would have been slow and
6 vigorously contested. Whether or not Academy's defenses are resolved through summary
7 judgment, Plaintiffs would have to establish their damages (and possibly liability) at trial.

8 Wage and hour trials are complex, expensive, and unpredictable. If Plaintiffs were to
9 prevail on liability, Academy would almost assuredly appeal. Accordingly, there is no quick
10 and easy route to payment for Class Members absent this settlement. This factor therefore
11 supports approval of the settlement.

12 **b. The risk of maintaining class action status through trial**

13 As noted above, the Parties agree that this case is appropriate for settlement on a class-
14 wide basis. Plaintiffs maintain that class certification was appropriately granted. However,
15 Plaintiffs recognize that new counsel for Academy had created time charts from the software used
16 by Academy to monitor the class members' activities throughout the day which could have been
17 used to argue for decertification. In particular, Academy would argue that the time charts shows
18 that individual issues control and that the class members had ample down time to take proper
19 meal and rest breaks.

20 Moreover, if Academy prevailed on its summary judgment motion as to the Saturday
21 overtime hours, this would prevent both the class and the individual plaintiffs from being able to
22 recover anything on this claim.

23 In sum, maintaining class certification on all claims that were certified given new
24 defense counsel, new arguments, and new factual presentations would be difficult. This
25 settlement provides substantial relief to class members which would otherwise only be
26 available after extended litigation, if at all.

27 **c. The amount offered in settlement**

28 The settlement amount, \$1,175,000, will bring substantial relief to the class members.
The settlement allocation is fair and reasonable. It gives the greatest payment to the class

1 members who have claims with larger damage amounts, because it is based on weeks
2 worked during the Class Period and the hourly rate of the class member. Along those same lines,
3 it is appropriate to recognize that the Representative Plaintiffs affirmatively chose to assert their
4 claims with an enhancement award. These individuals were not merely part of a class; they
5 put their name on a lawsuit against Academy. Without their efforts and willingness to come
6 forward, it is unlikely other Class Members would have recovered anything.

7 Importantly, Class Counsel reviewed and analyzed Academy's records showing the
8 earnings and work history for all Class Members prior to mediation. (Abrolat Decl. ¶ 16.) Armed
9 with this data, Class Counsel was able to analyze potential damages in conjunction with the risk
10 of loss to Class Members, as follows:

- 11 - Saturday overtime claim: \$1,227,422
 - 12 ○ There was significant risk that this claim could be lost to summary
13 judgment if the Court were to agree with Defendants that overtime hours
14 cannot be counted toward additional overtime hours.
- 15 - Overtime off the Clock: \$772,258
 - 16 ○ There was significant risk that the new defense attorney may be able to
17 decertify this claim based on differential treatment of class members.
18 Further, Academy would try to create confusion as to which employees
19 would be members of the class.
- 20 - Denied Beaks: \$2,428,567
 - 21 ○ Academy's new defense counsel presented time charts taken from
22 Academy's software that tracks the time of Class Members working
23 throughout the day. These charts created uncertainty in being able to
24 succeed on the claims. If Plaintiffs were unable to persuasively rebut or
25 discount these time charts, they would face the risk of decertification and
26 risk of loss at trial if the charts were given full credit.
- 27 - Mileage Reimbursement: \$288,386
 - 28 ○ Academy was able to point to lump sum payments made to class
members who drove, creating risk in establishing bot liability and
damages.
- Cash Shortage: \$855, 903
 - This claim faced risk of decertification because Academy pointed to
documents in which class member admitted to "borrowing" the money
deemed "shortages" creating differential treatment among the Class
Members, if these documents were believed and given credit.
- Inaccurate Paystub: \$365,752 and Waiting Time: \$960,066
 - Because these are derivative claims, they suffer the same risks as set

1 forth above.

- 2 - Total Estimated Damages: \$6,898,375.
- 3 - The settlement amount of \$1,175,000 is over 17 percent of the total estimated
- 4 damages.

5 Class Counsel calculation approximately 17,000 weeks in the Class Period. Thus,
6 each class member would receive approximately \$37.61 per week worked during the class
7 period, depending on their hourly rate. Most of the class members were paid on hourly rate
8 of \$10 or \$11 an hour, while a few were paid more, up to about \$17 an hour. The amount
9 obtained through settlement is more than the value of approximately 3 missed breaks per
10 week.

11 Assuming the Court approves Class Counsel’s request of 33% of the settlement fund for
12 fees plus costs, the Settlement will distribute over \$639,333.30 to participating class members
13 – a fair, reasonable and realistic case value, given the serious risks faced, in the Plaintiffs’
14 counsel’s estimation. This amount will be allocated based on individual Class Members’ total
15 weeks worked during the Class Period and ending hourly rate. (Abrolat Decl. ¶ 13, Exh. 1,
16 pages 5-7.) On average, class members’ anticipated payments will be over \$1,795.88. (*Id.*)

17 About one-third of the class members had relatively short tenures of 6 weeks or less. For
18 these class members, they will receive less than about \$225.60. The remaining two thirds will
19 recover substantially more, since they have much longer tenures during the class period.

20 This percentage recovery is much higher than in many court-approved wage-and-hour
21 settlements. *See, e.g., Ma v. Covidien Holding*, (C.D. Cal. Jan. 31, 2014) 2014 WL 360196, *5
22 (settlement providing “9.1% of the total value of the action [was] ‘within the range of
23 reasonableness.’”). On the other hand, settlements that have been disapproved are dramatically
24 different from this one. *See, e.g., Lusby v. Gamestop Inc.* N.D. Cal. 2013) 297 F.R.D. 400, 407-
25 408, 414 (wage-hour settlement with an average recovery of \$31 each based on \$436,750 in class
26 payments, divided by 13,872 class members, which the court labeled “*de minimis*”).

27 Ultimately, this is settlement provides a substantial sum that adequately recognizes Class
28 Members’ damages, compensates them appropriately, and provides certain and prompt payment.
The proposed allocation is fair and reasonable, and should be approved.

d. The Plaintiffs' enhancements are justified

The Representative Plaintiffs are requesting incentive awards that are modest compared to the typical recovery by class members and the amount of time Plaintiffs invested in this matter. Plaintiffs are requesting incentive awards for the Representative Plaintiffs of \$8,500 each to take into account the significant assistance that they provided throughout the litigation, in obtaining class certification and in attending the two-day mediation.

“[I]t is established that named plaintiffs are eligible for reasonable incentive payments to compensate them for the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz*, 186 Cal.App.4th at 412 (citing *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 805-806; *Staton v. Boeing Co.* (9th Cir.2003) 327 F.3d 938, 977)). In *Munoz*, the court approved \$5,000 enhancement payments to each of the two class representatives, finding that those payments would result in the named plaintiffs receiving more than twice as much as the average payment to class members. (*Id.*, 186 Cal.App.4th at 412.) The Court of Appeal affirmed the trial court’s finding and concluded it had “no basis for concluding the trial court abused its discretion in finding the enhancements to be ‘fair, reasonable and appropriate given [the named plaintiffs’] services rendered in this case.’” (*Id.*) The Court of Appeal also expressly distinguished *Clark*, 175 Cal.App.4th at 805, and *Staton*, 327 F.3d at 938, where courts found unreasonable the fact that those named plaintiffs’ enhancements were 44 and 30 times larger than the average payment to class members, respectively.

Here, these awards are justified because the Representative Plaintiffs have been actively involved in litigation, assisting in responding to discovery, sitting for deposition, providing documents and information, assisting with the class certification motion and participating in mediation. (Abrolat Decl. ¶ 23.) Plaintiffs are requesting a total of \$85,000 for the incentive awards, or \$8,500 per representative. However, to ensure fairness in the division of the enhancement award of \$85,000, Class Counsel created a chart that lists the various types of assistance that the Class Members provided. Each item was then assigned points. (Abrolat Decl. ¶ 23; Exh. 3.) Then, each class member received points in the chart based on the type of assistance they provided, such as sitting for deposition, attending Defendant’s deposition, etc.

1 (Id.) Then these points have been applied on a pro rata basis to each Class Representative, for the
2 following results: Gabriela Angel: \$3,072.29; Guadalupe Cabrera: \$9,216.87; Jacqueline
3 Chamorro: \$8,192.77; Samantha Hernandez: \$10,753.01; Mayra Martin: \$11,265.06; Vivian
4 Pena: \$7,168.67; Emperatriz Ramirez: \$11,265.06; Maria Rodriguez: \$7,680.72; Rosario Torres:
5 \$8,704.82; and Jessica Castillo: \$7,680.72. (Abrolat Decl. ¶ 23; Exh. 4.)

6 Given the extensive amount of time that the Class Representatives spent in assisting
7 counsel, the size of the awards is appropriate. (See, e.g., *Harris v. Vector Marketing Corp*
8 (N.D. Cal. 2012) 2012 WL 381202 (collecting cases finding that a \$5,000 payment is
9 presumptively reasonable).)

10 **3. The Court Should Approve the Requested Attorneys' Fees and costs at
Final Approval**

11 Though Plaintiffs will provide more extensive briefing regarding attorneys' fees at final
12 approval, Plaintiffs provide here some basic discussion sufficient for preliminary approval of the
13 one-third attorneys' fees award. California courts have recognized that an appropriate method for
14 awarding attorneys' fees in class actions is to award a percentage of the "common fund" created
15 as a result of the settlement. (*City & County of San Francisco v. Sweet* (1995) 12 Cal. 4th 105,
16 110-11; *Quinn v. State* (1975) 15 Cal.3d 162, 168; see also *Apple Computer, Inc. v. Super. Ct.*
17 (2005) 126 Cal.App.4th 1253, 1270; *Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19,
18 26, 30-31). The common fund doctrine has been applied "consistently in California when an
19 action brought by one party creates a fund in which other persons are entitled to share." (*Sweet*,
20 12 Cal. 4th at 110-11). "Empirical studies show that, regardless whether the percentage method
21 or the lodestar method is used, fee awards in class actions average around one-third of the
22 recovery." (*Chavez*, 162 Cal.App.4th 43, 66 n. 11).

23 Here, Class Counsel seeks attorneys' fees from the common fund at the amount of one-
24 third. Awards at 33 1/3% are not uncommon in wage and hour cases; this is particularly so for
25 cases focused on meal periods, where individual damages may be small. (See *Vandervort v.*
26 *Balboa Capital Corp.* (C.D. Cal. 2014) 8 F. Supp. 3d 1200, 1209 ("in smaller cases—particularly
27 where the common fund is under \$10 million—awards more frequently exceed [25% of the
28 common fund]."))

1 Plaintiffs' Counsel took this case on a contingency basis, with the clients agreeing to pay
2 more than one-third in fees in the event of success. (Abrolat Decl. ¶ 24.) The contingent nature of
3 this litigation also makes these fees appropriate. *See, e.g., Blum v. Stenson* (1984) 465 U.S. 886,
4 900, n. 16.

5 Moreover, to the extent the court performs a "lodestar cross-check" here to determine the
6 reasonableness of the one-third fees sought (see, e.g., *Roos v. Honeywell International, Inc.* (20
7 15) 241 Cal.App.4th 1472, 1493-94), Counsel's lodestar already exceeds the modest \$ 391,666.7
8 sought for success in this litigation. Plaintiffs will submit more comprehensive briefing
9 (including full lodestar data) in support of their fee request in conjunction with the final
10 approval motion.

11 **4. The Court Should Approve up to \$50,000.00 in Costs at Final Approval**

12 Per the terms of the settlement agreement Plaintiffs' Counsel will request approval
13 of up to \$50,000.00 in costs in conjunction with final approval of the settlement.
14 Payment of these costs is already factored into the allocation which will be
15 communicated to Plaintiffs in the settlement notice. Plaintiffs' Counsel has incurred \$
16 \$46,264.62 in unreimbursed costs during this litigation, which it advanced on behalf of
17 Plaintiffs. (Abrolat Decl. ¶ 24.) Class Counsel will provide a complete itemized listing of all
18 costs incurred, such as filing fees, court reporter fees, litigation costs, etc. with the Motion
19 for Final Approval, assuming this Motion is granted. Reimbursement of costs is also
20 appropriate because Plaintiffs' Counsel's private agreements with their clients provide for
21 reimbursements of litigation costs in addition to payment of attorneys' fees. (Abrolat Decl. ¶
22 24.) Class Counsel will incur additional costs in finalizing the settlement. Plaintiffs'
23 Counsel will therefore request reimbursement of up to \$50,000 in costs.

24 **IV. Conclusion**


25 This class action settlement is a product of arms-length negotiation between
26 counsel for the Parties that has resolved a bona fide dispute over wages. The Settlement
27 provides all Plaintiffs with substantial monetary relief that clearly represents a reasonable
28 compromise of the Parties' dispute. For these reasons, and those set forth above, the

1 Court should approve the Parties' Settlement and the Plaintiffs' releases and dismiss this
2 action, with prejudice, consistent with the Proposed Order submitted herewith.

3
4 Respectfully Submitted,

5 Dated: January 23, 2018

ABROLAT LAW PC

6
7 By: 
8 Nancy L. Abrolat
9 Shahane A. Martirosyan
10 Attorneys for Plaintiffs'
11 Gabriela Angel, Guadalupe Cabrera, Jessica
12 Castillo, Jaqueline Chamorro, Samantha
13 Hernandez, Mayra Martin, Vivian Pena,
14 Emperatriz Ramirez, Maria Rodriguez,
15 Rosario Torres and the Certified Class
16
17
18
19
20
21
22
23
24
25
26
27
28

ABROLAT LAW PC
ATTORNEYS AT LAW
EL SEGUNDO