Shaun Setareh (SBN 200514)
shaun@setarehlaw.com
Thomas Segal (SBN 222791)
thomas@setarehlaw.com
Farrah Grant (SBN 293898)
farrah@setarehlaw.com
SETAREH LAW GROUP
420 N. Camden Drive, Suite 100
Beverly Hills, California 90210
Telephone (310) 888-7771
Facsimile (310) 888-0109

Attorneys for Plaintiff,
AMELIA PERRYMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

AMELIA PERRYMAN, on behalf of herself, all others similarly situated,

Plaintiff,

v.

LUSH COSMETICS LLC., a Delaware limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No. RG19008535

Assigned for All Purposes to the Honorable Michael Markman, Department 23

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD OF SETTLEMENT ADMINISTRATION COSTS AND APPLICATION FOR AWARD OF ATTORNEYS' FEES AND COSTS AND CLASS REPRESENTATIVE PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

[Filed Concurrently with the Declarations of Shaun Setareh, Nathalie Hernandez and Amelia Perryman; [Proposed] Order]

Date: December 12, 2024
Time: 10:00 a.m.
Place: Department 23

Action Filed: February 27, 2019

TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 12, 2024, at 10:00 a.m., or as soon thereafter as the matter may be heard in Department 23 of the above-entitled Court located at 1225 Fallon Street, Oakland, California 94612, Plaintiff Amelia Perryman ("Plaintiff") will and does hereby move this Court for an Order finally approving:

1. The certification of the Settlement Classes for settlement purposes pursuant to Code of Civil Procedure ("CCP") section 382;
2. The Settlement Agreement, including the following authorized terms;
3. The appointment of Shaun Setareh, Thomas Segal, and Farrah Grant of Setareh Law Group as Class Counsel and Plaintiff Amelia Perryman as Class Representative for the Settlement Class;
4. Class Counsel's application for fees of $599,999.99 and for litigation costs of $27,084.91;
5. Settlement administration costs to ILYM Group Inc. ("ILYM") in the amount of $29,400;
6. Plaintiff's application for a Class Representative Payment of $10,000 to Plaintiff Amelia Perryman; and
7. Entry of the concurrently filed [Proposed] Order Granting Final Approval of Class Settlement, and Entering Judgment to give finality to the Settlement.

This Motion is made on the following grounds: (1) the Settlement meets all the requirements for class certification for settlement purposes under CCP section 382; (2) Plaintiff and her counsel are adequate to represent the Settlement Class; (3) the terms of the Settlement are fair, adequate and reasonable; and (4) the notice process performed by the Settlement Administrator comports with all applicable due process requirements. In view of the foregoing, the [Proposed] Order and Judgment Granting Final Approval of Class Action Settlement submitted with this Motion should be entered.

This Motion is based on this Notice of Motion and Motion, the attached Memorandum of Points and Authorities, the Declaration of Shaun Setareh, the Declaration of Nathalie Hernandez, the Declaration of Amelia Perryman, all exhibits thereto, all papers and pleadings on file with the Court in this action, all matters judicially noticeable, and on such oral and documentary evidence as may be presented at the hearing on this Motion.

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DATED: November 12, 2024

SETAREH LAW GROUP

/s/ Farrah Grant
SHAUN SETAREH
THOMAS SEGAL
FARRAH GRANT
Attorneys for Plaintiff
Amelia Perryman

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Amelia Perryman ("Plaintiff") seeks final approval of a **$1,800,000** non-reversionary class and representative action settlement of wage and hour claims brought against Defendant.[1] The Settlement Class consist of 4,783 class members. Following notice to the Settlement Class, there are zero (0) objections and zero (0) requests for exclusion.

The Net Settlement Amount expected to be paid to Class Members (meaning the amount available from the Gross Settlement Amount after deductions for (a) the amount set aside for the Labor and Workforce Development Agency and PAGA Settlement Group Members for settlement of claims for civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), (b) Plaintiff's Class Representative Payment, (c) the Class Counsel Fees and Expenses Payment, and (d) the Settlement Administrator's fees and expenses, is **$**1,095,600.01, with an average estimated individual Class Payment of approximately **$193.13** and the highest estimated individual Class Payment being $**1,909.26** Hernandez Decl. ¶ 14. Class Members will not have to make claims but instead will be mailed checks directly. Any uncashed checks will be sent to the *cy pres* Legal Aid Society of San Mateo.

The Settlement occurred as a result of extensive, arm's-length negotiations by experienced counsel after sufficient discovery and investigation into the facts and with the guidance of two experienced and knowledgeable mediators, Hon. Ronald Sabraw (Ret.) and Daniel J. Turner, who led two full-day mediations. The Settlement seeks to settle and resolve this matter, resulting in financial benefit to the Class Members on terms that are fair, reasonable, and adequate. The $**1,800,000** non-reversionary Gross Settlement Amount will cover: (a) all Settlement Shares paid to Class Members pursuant to the Settlement; (b) the PAGA Civil Penalties of $20,000.00 (75% of which will be paid to California's Labor and Workforce Development Agency (the "LWDA") and 25% of which will be paid to PAGA Settlement Group Members, pursuant to Labor Code section 2699(i)); (c) Plaintiff's Class Representative Payment (d) the Class Counsel Fees and Expenses Payment; and (e) the Settlement

[1] The Class Action and PAGA Settlement Agreement and Class Notice (Amended) (the "Settlement"), is attached as Exhibit A to the Declaration of Shaun Setareh.

Administrator's fees and expenses.

The Settlement is fair, reasonable and adequate and the Court should grant final approval.

II. THE MAJOR TERMS OF SETTLEMENT

Key provisions of the proposed Settlement include the following:

- Defendant stipulates to conditional certification of a Class for purposes of Settlement only;
- Defendant will pay **$1,800,000** as the Gross Settlement Amount ("GSA");
- Settlement Class Members who do not opt out will be mailed a check representing the Class Payment portion of their Settlement Share;
- All Aggrieved Employees will be mailed a check representing their share of civil penalties payable to them under PAGA;
- No portion of the GSA will revert to Defendant; instead, if any settlement checks mailed to Class Members remain uncashed 180 days after the date of mailing, the uncashed checks will be issued to the *cy pres* Legal Aid Society of San Mateo.
- All Class Members who do not opt out will release the non-PAGA claims described in the Settlement, and all Aggrieved Employees will release the PAGA claims described in the Settlement;
- The Net Settlement Amount will be distributed to Class Members who do not opt out, with each Class Member receiving a pro rata share based on the number of workweeks worked during the Class Period;
- The notice portion of the Settlement was administered by a third-party administrator, ILYM Group Inc. ("ILYM"), which will also distribute the Settlement payments;
- Out of the GSA, **$15,000.00** (representing 75% of the total **$20,000.00** allocated to resolve the PAGA claims) will be paid to the LWDA and the remaining 25% (**$5,000.00**) will be distributed to Aggrieved Employees, with each Aggrieved Employee receiving a pro rata share based on their number of PAGA Pay Periods worked;
- Defendant will not oppose the application for Class Representative Payment in the amount of **$10,000** to Plaintiff Amelia Perryman.
- Defendant will not oppose Class Counsel's application for fees up to the amount of

$599,999.99 (representing 33.33% of the GSA), and costs, in an amount not to exceed **$45,000**, to be paid out of the GSA.

(Declaration of Shaun Setareh ("Setareh Decl."), ¶ 19 and **Exhibit A** thereto.)

III. STATEMENT OF FACTS

A. PROCEDURAL HISTORY

On February 27, 2019, Plaintiff commenced this Action by filing a class action Complaint in Alameda Superior Court alleging causes of action against Defendant for: 1) Failure to provide meal periods; 2) Failure to provide rest periods; 3) Failure to pay hourly wages; 4) Failure to indemnify employees under Labor Code section 2802; 5) Failure to provide accurate written wage statements; 6) Failure to timely pay all final wages; and 7) violation of the Unfair Competition Law ("UCL"). On May 2, 2019, Plaintiff filed a First Amended Complaint adding a cause of action under PAGA. Defendant denies the allegations in the operative Complaint, denies any failure to comply with the laws identified in the operative Complaint and denies any and all liability for the causes of action alleged. Settlement ¶ 2.1.

Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to the LWDA by sending the PAGA Notice. *Id*. ¶ 2.2.

On April 30, 2019, Lush filed a motion to compel arbitration. Based on the plain language of the arbitration agreement, the Unfair Competition Law ("UCL") claim was not arbitrable. However, Lush argued that because of the class action waiver in the arbitration agreement, the UCL claim could only be pursued on an individual basis in court. On July 2, 2019, this Court granted the motion to compel arbitration but held that the class action waiver did not apply outside the arbitration context. Plaintiff proceeded to arbitration but dismissed the arbitration on January 30, 2020. On July 23, 2020, Plaintiff filed a request for dismissal of the non-UCL and non-PAGA claims, resulting in only the PAGA and UCL causes of action remaining in the case. Setareh Decl. ¶ 11.

Plaintiff filed a motion for class certification which Defendant opposed. On July 29, 2022, the Court certified a UCL class of all non-exempt employees who worked for Lush in California retail stores between February 27, 2015, and the date of class certification. The class was certified for purposes of Plaintiff's UCL claims based on allegations that Defendant did not pay all wages

owed class members based on an allegedly unlawful rounding policy and based on alleged unpaid time spent logging in to the electronic timekeeping system, that Defendant failed to provide class members with compliant meal periods, that Defendant had a policy of not paying meal period premiums, and that Defendant had a policy of not paying rest period premiums (injunctive relief only). Settlement ¶ 2.5.

The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. *Id.* ¶ 2.6.

The Motion for Preliminary Approval of Class Action Settlement was filed on April 22, 2024. (Setareh Decl. ¶ 18.) On July 11, 2024, Plaintiff filed supplemental briefing in support of the motion for preliminary approval, including the declaration of Thomas Segal with the revised settlement agreement and class notice. (*Id.* ¶ 19.) On July 23, 2024, the Court signed the Second Amended Order granting preliminary approval of the Settlement. (*Id.* ¶ 21.)

B. INVESTIGATION AND DISCOVERY

Plaintiff and Defendant engaged extensively in formal and informal discovery prior to resolving the Action. Both sides propounded and responded to written discovery. (Setareh Decl., ¶ 14.) The parties engaged in the Belaire West notice process. Notice was sent out and Plaintiff's counsel ultimately received names and contact data for 3,031 persons who did not object. (*Id.*) Plaintiff conducted interviews with many of the putative class members regarding their experiences at Lush and obtained a number of declarations in support of Plaintiff's motion for class certification. (*Id.*) From the data and other documents obtained from Defendant pertaining to the Class and Defendant's policies, Plaintiff's expert was able to analyze the data sampling, and Plaintiff was then able to thoroughly assess the merits of each claim. (*Id.*) During this litigation, Plaintiff obtained, through formal and informal discovery, Defendant's policies, written discovery responses, Plaintiff's time and pay records and personnel file and sample time and pay records. Plaintiff also took the deposition of Defendant and Defendant took the deposition of Plaintiff. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794,

1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"). (Settlement, ¶ 2.4.)

C. SETTLEMENT NEGOTIATIONS AND SETTLEMENT

On September 30, 2021, the Parties participated in an all-day mediation presided over by Hon. Ronald Sabraw (Ret.). The matter did not settle following the first mediation. On February 28, 2023, the Parties participated in a second all-day mediation session, this time presided over by Daniel J. Turner. The matter did not settle at the second mediation. The parties continued their settlement discussions, which led to the Agreement to settle the Action. (Settlement, ¶ 2.3.) Each of the Parties, represented by its respective counsel, recognized the risk of an adverse result in the Action. (Setareh Decl., ¶ 15.)

D. REASONABLENESS OF THE SETTLEMENT

Plaintiff's counsel believes that the Settlement is in the best interest of the Class Members based on their investigation and discovery, their detailed understanding of the issues raised, and the outcome of extensive settlement negotiations facilitated by two experienced and knowledgeable mediators. (Setareh Decl. ¶ 16.) Plaintiff's counsel balanced the Settlement against the possible outcome of the class being decertified, liability, the range of recovery at trial, or not recovering as much as provided by the proposed Settlement (including recovering nothing from Defendant even if it were found liable), as well as the difficulties and complexity of the litigation, the lengthy process of litigating to judgment, and the various possible delays and appeals. (*Id.)*

IV. DESCRIPTION OF THE SETTLEMENT

A. APPOINTMENT OF SETTLEMENT ADMINISTRATOR

The Parties agreed to the appointment of ILYM to act as the Settlement Administrator; ILYM provided notice to the Class Members of the Settlement pursuant to the Court's order preliminarily approving the Settlement, and will administer distribution of the GSA, among other administration duties. The Settlement provides for estimated administration costs of $29,400**.** (Settlement at § 3.2.3.) The administrator is requesting $29,400 for its services. (Declaration of Nathalie Hernandez ("Hernandez Decl.") ¶ 15.)

B. DESCRIPTION OF THE SETTLEMENT CLASS

The class consists of all individuals who were employed by Defendant in California and classified as non-exempt employees from February 27, 2015, to July 29, 2022. (Settlement ¶¶ 1.5, 1.12). Aggrieved Employee are all non-exempt employees of Defendant who were employed as hourly non-exempt employees in California during the PAGA period, i.e. from February 26, 2018, to the date of Preliminary Approval of the Settlement. (Settlement, ¶¶ 1.4, 1.32.)

C. SCOPE OF THE RELEASES

1. Plaintiff's General Release.

Plaintiff issues a general release and waiver of rights under California Civil Code Section 1542. (Settlement, ¶ 6.1.)

2. Participating Class Members' and/or Aggrieved Employees' Limited Release.

> Except as to such rights or claims as may be created by this Settlement, each Participating Class Member shall fully, finally, and forever settle, compromise, and discharge all disputes, causes of action, or claims asserted in the operative Complaint in this Action. In order to achieve a full and complete release of Defendant, Plaintiff, on behalf of herself and each Participating Class Member, acknowledges that this Settlement is intended to include in its effect a full release of all claims and/or causes of action asserted in the operative Complaint under any federal, state or local law, Industrial Welfare Commission Wage Order, or administrative order, including but not limited to the failure to pay all wages owed (minimum wages and/or overtime compensation), the failure to provide timely, uninterrupted meal periods (or meal period premiums in lieu thereof), the failure to provide timely, uninterrupted paid rest periods (or rest period premiums in lieu thereof), the failure to indemnify necessary business expenses, and any other claims whatsoever that were alleged in the operative Complaint, including without limitation claims for restitution and other equitable relief under Business and Professions Code § 17200 et seq., attorneys' fees, costs and interest arising from their work for Defendant in California during the Class Period. This release for Class Members does not include any non-wage and hour claims, such as claims for vested benefits, wrongful termination, claims for violation of the Fair Employment and Housing Act, for unemployment insurance benefits or disability insurance benefits, or workers compensation benefits, or PAGA claims (unless the Class Member worked for Defendant during the PAGA Period and is also releasing his or her claim for PAGA penalties). Class Members also are not releasing any claims based on facts occurring outside of the Class Period (unless the Class Member worked for Defendant during the PAGA Period and is also releasing his or her claim for PAGA penalties).

> In addition, for all Class Members who worked for Defendant in California at any time during the PAGA Period (including any Non-Participating Class Members), on the Effective Date of this Agreement, each shall fully release all claims and/or causes of action for civil penalties (and associated attorneys' fees, costs, and interest) under the PAGA that are based on the allegations in the PAGA Notice arising during their work for Defendant in California during the PAGA Period. (Settlement, ¶ 6.2.)

D. GROSS SETTLEMENT AMOUNT AND ALLOCATION OF SETTLEMENT FUNDS

The Settlement provides for a GSA of **$1,800,000**, which represents the maximum amount payable in this Settlement by Defendant, and which includes but is not limited to, all settlement payments to the Class Members, all attorneys' fees, all litigation costs, all settlement administration expenses, all payments to the LWDA, and the enhancement award to Plaintiff. (*Id.*, ¶ 1.24-1.25.) This is a non-reversionary settlement, and none of the GSA shall revert to Defendant, with the funds of checks uncashed more than 180 days after issue being directed to the cy pres Legal Aid Society of San Mateo. (*Id.* ¶¶ 3.1; 4.4.3.)

E. FORMULA FOR CALCULATING SETTLEMENT SHARES

The Parties have agreed to a settlement formula which allocates settlement amounts to Class Members and PAGA Members on a *pro rata* basis, based on their number of workweeks. (Settlement, ¶¶ 3.2.4, 3.2.5.1). An Individual Class Payment will be calculated by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Workweeks. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Penalties (i.e., $5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. *Id*.

Eight percent of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to payroll tax withholding and will be reported on an IRS W-2 Form by the Administrator. The remaining 92% of each Participating Class Member's Individual Class Payment will be allocated to

settlement of claims for interest and penalties (the "Non-Wage Portion"). (*Id.*, ¶ 3.2.4.1.)

The Claims Administrator shall distribute the Individual Settlement Payments within 14 days after receipt of the payment from Defendant. (*Id.*, ¶ 4.4.)

F. PAGA PAYMENT TO THE LWDA

The Parties agree to allocate **$20,000** of the GSA for settlement of claims for civil penalties under PAGA, Labor Code § 2699, *et seq.* (*Id.*, ¶ 3.2.5.) Pursuant to Labor Code section 2699(i), 75% of that amount (**$15,000**) will be paid to the LWDA as the LWDA Payment. (*Id.*) The remaining 25% (**$5,000**), will be distributed to PAGA Members on a *pro rata* basis according to the number of workweeks during the PAGA Period. (*Id.*)

G. CURRENT SUMMARY OF THE NOTICE PROCESS

On August 7, 2024, Counsel for Defendant provided ILYM with a mailing list ("Class List") containing the name, associate ID, last known address, Social Security Number, and pertinent employment information during the Class Period for the Class Members. The Class List contained 4,783 Class Members and 3,554 Aggrieved Employees. (Hernandez Decl. ¶ 5.)

Prior to mailing notice, ILYM used the National Change of Address database to update the addresses for the individuals on the Class List. *Id.* ¶ 6. On August 22, 2024, after updating mailing addresses, ILYM mailed the Notice Packets by First Class Mail to the 5,673 individuals contained in the Class List. *Id.* ¶ 7.

950 Notice Packets were initially returned as undeliverable. (Hernandez Decl. ¶ 8.). For those without a forwarding address, ILYM performed a skip trace to find current addresses. *Id.* ¶ 9. ILYM remailed 641 Notice Packets as a result of skip tracing efforts. *Id.* Ultimately, 312 Notice Packets out of 5,673 were not deliverable. *Id.* ¶ 10.

ILYM received zero (0) requests for exclusion from the Settlement. *Id.* ¶ 11. ILYM received zero (0) objections to the Settlement. *Id.* ¶ 12.

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V. ARGUMENT

A. THE COURT SHOULD REAFFIRM ITS CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest and questions of law and fact common to the class predominate over questions unique to individual class members; (3) the representative's claims are typical of the claims of the class; and (4) the representative will fairly and adequately represent the interests of the class. *See, e.g., Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470.

This Court found that the Settlement Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval on July 23, 2024. No subsequent events have cast doubt on this determination. Accordingly, this Court should reaffirm its conditional grant of class certification for settlement purposes.

B. THE COURT SHOULD FINALLY APPROVE THE SETTELEMENT BECAUSE IT IS A FAIR, REASONABLE AND ADEQUATE COMPROMISE OF THE DISPUTED CLAIMS IN LIGHT OF DEFENDANT'S POTENTIAL LIABILITY EXPOSURE AND THE RISKS TO BOTH SIDES OF CONTINUED LITIGATION

California courts favor settlement. *See, e.g., Stambaugh v. Sup. Ct.* (1976) 62 Cal.App.3d 231, 236. Unlike most settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. *Malibu Outrigger Bd. of Governors v. Sup. Ct.* (1980) 103 Cal.App.3d 573, 578-79. This approval process consists of preliminary settlement approval, notice being given to class members, and a final fairness and approval hearing at which class members may be heard with respect to the settlement. *Id.* For the reasons discussed herein, this Court should finally approve the Settlement and enter the [Proposed] Order Granting Final Approval of Class Action Settlement and Entering Judgment submitted herewith.

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1. The Settlement is Reasonable

The Settlement results in a substantial benefit to the Settlement Class. Courts often approve settlements where class members receive only pennies or even just coupons or vouchers. *See, e.g.*, *Nordstrom Commission Cases*, (2010) 186 Cal.App.4th 576, 590 (affirming final approval of wage-and hour class action settlement where 20% of the fund allocated to the class was merchandise vouchers). Here, each Class Member will be sent a live check representing his or her Settlement Share. Moreover, the average estimated payment to participating Class Members is $193.13, and the highest individual Settlement Share is currently estimated to be $1,909.26. (Hernandez Decl., ¶ 14.) Thus, the Settlement provides significant, meaningful relief for hotly disputed wage-and-hour violations, making it reasonable and in the best interests of the Class.

2. The Settlement Was Reached at Arm's Length Through Experienced Counsel and an Experienced Mediator with Sufficient Information to Intelligently Negotiate a Fair Settlement

A settlement is presumptively fair where it is reached through arm's-length bargaining, is based on sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel involved is experienced in similar litigation, and the percentage of objectors is small. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802 ("*Dunk*"). In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the case. *Mallick v. Sup. Ct.* (1979) 89 Cal.App.3d 434, 438. In exercising these powers, the overriding concern is to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk*, 48 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for that determination include, but are not limited to:

> [T]he complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Id. These factors require balancing and are non-exhaustive and, as such, trial courts should tailor the

factors considered to each case and give due regard to "what is otherwise a private consensual agreement between the parties." *Id.*

"In the context of a settlement agreement, the test is not the maximum amount plaintiffs might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the circumstances." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250. Because settlements inherently involve compromise, even settlements providing for substantially narrower relief than likely would be obtained if the suit were successfully litigated can be reasonable because "the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation." *Id.* (quoting *Air Line Stewards, etc., Local 550 v. Am. Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101, 109). In addition, courts review the discovery process and information received through it to aid them in assessing whether the parties sufficiently developed the claims and their supporting factual bases before reaching settlement. *See Kullar v. Foot Locker Retail Inc.* (2008) 168 Cal.App.4th 116, 129-131 ("*Kullar*"). Information is sufficient where it allows the parties and the court to form "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation." *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, 801. This requirement exists so that the parties can provide the court with "a meaningful and substantiated explanation of the manner in which the factual and legal issues have been evaluated." *Kullar*, 168 Cal.App.4th at p. 132-33.

The Settlement is the product of arm's-length negotiations between the Parties occurring throughout the litigation. In light of the uncertainties of protracted litigation and the state of the law regarding the legal positions of the Parties, the Settlement amount reflects the best feasible recovery for the Class Members. The settlement amount is, of course, a compromise figure, affected by many uncertainties, but it is a good result. By necessity the amount took into account risks related to liability, damages, and all the defenses asserted by Defendant. Moreover, each Class Member has been given the opportunity to opt-out of the Settlement, allowing those who feel they have claims that are greater than the benefits they can receive under this Settlement to pursue their own claims. For the 4,783 members of the Settlement Class, the average gross recovery is **$376.33** per Class Member (1,800,000/4,783). Given the strong case that Defendant could bring to bear to challenge certification and liability, this is a *reasonable* sum to have achieved in settlement.

Plaintiff has recovered more than the total potential recovery of $1,449,086.94 on her class claims. Plaintiff recognized the challenges she would have to face in proceeding to trial in a class action case and establishing liability on the underlying wage and hour claims. (Setareh Decl. ISO Motion for Preliminary Approval filed April 22, 2024, ¶ 16.) Plaintiff estimates that her likelihood of prevailing on all her causes of action are low and thus her likelihood of recovering $1,449,086.94 at trial or anything close to that amount on behalf of a class is unlikely. (*Id.*) For those claims that are certified for class treatment, Plaintiff must prevail at a trial on the merits, and prove that Plaintiff and other workers were not paid for all hours worked. (*Id.*)

With respect to the claims asserted on behalf of the Settlement Class in this case, there are significant risks that support the reduced compromise amount. These risks include, but are not limited to, the following:

(i) The risk that Plaintiff would be unable to establish liability for allegedly unpaid straight time and/or overtime wages based on the alleged unlawful rounding policy and/or the theory that class members were not paid for time spent logging into the electronic timekeeping system to "clock in." *See Duran v. U.S. Bank Nat'l Ass'n* (2014) 59 Cal.4th 1, 39 & fn. 33 ("*Duran*"), citing *Dilts v. Penske Logistics, LLC* (S.D. Cal. 2014) 2014 WL 205039 (dismissing certified off-the-clock claims based on proof at trial).

(ii) The risk that Plaintiff would not be able to prove liability for alleged failure to provide compliant meal periods and rest breaks; or that to establish liability for the failure to provide compliant meal periods and rest breaks would require an individualized inquiry that would prevent these issues from being resolved on a class and/or collective basis. Defendant alleges that most employees took compliant meal periods or voluntarily chose to skip their meal period or to take short or late meal periods, and that in order to prove whether each employee was prevented from taking a complaint meal period would require an individualized inquiry that would prevent this issue from being resolved on a class and/or collective basis.

(iii) The risk that Plaintiff would not be able to maintain class certification, as occurred in *Duran*. *Duran*, 59 Cal.4th at 14 & fn. 28 (citing Court of Appeal decisions favorable on class certification issue without expressing opinion as to ultimate viability of proposition). Defendant has

contended, for example, that it did not have a purported policy of not paying required compensation, but rather a policy of paying compensation and of requiring employees to report any unpaid compensable time, and that any failures to report by employees cannot be legally charged to Defendant and, in any event, involve such highly individualized circumstances as to prevent class and collective certification should this case be litigated. *See, e.g., Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585 (employer not required to pay employees for time spent performing work of which the employer had no knowledge).

(iv) For the same reasons, liability, damages recovery, and certification risks are heightened given: (1) the risk that individual differences between settlement Class Members could be construed as pertaining to liability, and not solely to damages, *see*, *Duran*, 59 Cal.4th at 19; and (2) the risk that class or collective treatment could be deemed improper as to one or more claims except for settlement purposes.

(v) The risk that any civil penalties award under PAGA could be reduced by the Court in its discretion, which would materially impact the recovery by the Class. *See* Labor Code section 2699(e)(1).

(vi) The risk that lengthy appellate litigation could ensue as to both liability and certification issues, with associated litigation risk and costs, further enhances the value of a confirmed settlement as opposed to unpredictable litigation.

(vii) Although the PAGA penalties calculated by Plaintiff's expert amounts to an extravagant $93,208,378, that amount is not likely to bear fruit in this case. Most significantly, the ultimate decision as to the amount of penalties is always up to the discretion of the Court. Labor Code § 2699(e)(2) states: "In any action by an aggrieved employee seeking recovery of a civil penalty available under subdivision (a) or (f), a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Subdivision (a) states, "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a

violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3." Subdivision (f) specifies the penalties in instances where the underlying statute does not specify any civil penalty. In other words, where the facts and circumstances of the particular case demonstrate that an unreduced award would be "unjust, arbitrary and oppressive, or confiscatory," the court (or arbitrator) may reduce the award so as to ameliorate any such finding. (Setareh Decl. ¶ 23.)

In these respects, Defendant strongly denies any liability and the propriety of class certification for any reason other than settlement. Continued litigation of this lawsuit presented Plaintiff and Defendant with substantial legal risks that were (and continue to be) very difficult to assess. (Setareh Decl. ¶ 24.)

In light of the uncertainties of protracted litigation, the Settlement amount reflects a fair and reasonable recovery for the Class Members. (Setareh Decl., ¶ 25.) The Settlement amount is, of course, a compromise figure. (*Id.*) While Plaintiff would certainly have preferred to recover more (and Defendant would have preferred to pay less), this outcome is fair and reasonable. On that basis, it would be unwise to pass up this settlement opportunity.

3. <u>The Absence of Objections and Exclusions Also Shows That the Settlement is Fair, Adequate and Reasonable</u>

Here, after being given notice of the Settlement, there are **zero objections** and **zero requests for exclusion** from the 4,783 persons mailed Notice. (Hernandez Decl., ¶¶ 11-12.) The absence of objections and exclusions support the presumption of fairness and final approval of the Settlement. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152-1153 (finding 9 objections, and 80 opt-outs, from a class of 5,454, showed a positive response from class members supporting settlement approval). The absence of objections and requests for exclusion suggests that Class Members view the Settlement as fair and reasonable, and the Settlement warrants final approval.

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C. THE COURT SHOULD FINALLY APPROVE THE REQUESTED ATTORNEYS' FEES

1. As the Prevailing Parties in Settlement Plaintiff and the Settlement Class are Entitled to Recover Their Attorney Fees from the Settlement Fund Per the Terms of the Settlement Agreement

Plaintiff and the Settlement Class, as the prevailing party in settlement, are entitled to recover their attorneys' fees and costs for their claims, and the associated interest and penalties. *See* Lab. Code §§ 218.5, 226(e), 1194 (a), C.C.P. § 1021.5 (a). A fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See, e.g., Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1290-1291; *Westside Cmty. For Indep. Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 352-353.

Here, the Settlement provides that Class Counsel may seek a fee award of up to 33.33% of the GSA (i.e., $599,999.99) from the GSA. (Settlement, ¶ 3.2.2.) Accordingly, the amount of Class Counsel's fee request is authorized under the Settlement.

2. The Reasonableness of Class Counsel's Requested Fee Award of 33.33% of the Settlement Fund is Supported by the Relevant Case Law and by the Experience of Class Counsel

When determining an attorneys' fee award, "the primary basis of the fee award remains the percentage method…" *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1050. Moreover, "[e]mpirical studies have shown that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." *See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn.11; *In re Pacific Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 379 (affirming 33% fee award); *Williams v. MGM-Pathe Comm. Co.* (9th Cir. 1997) 129 F.3d 1026, 1027 (awarding 33% of total fund amount). This is also consistent with Class Counsel's experience in class action matters, in that Class Counsel is routinely awarded fees amounting to one-third of the settlement fund. (Setareh Decl., ¶ 29.)

Indeed, it is an accepted practice in class action settlements to award attorneys' fees to Class Counsel based on a percentage of the total settlement value agreed upon by the parties. California courts have long recognized that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the fund. *Serrano v. Priest (Serrano III)* (1977) 20 Cal.3d 25, 48-49 ("when a

number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund"); *Wershba, supra,*, 91 Cal.App.4th at p. 254; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26-30.

Further, California courts regularly approve attorneys' fees equaling one-third of the common fund or higher. *See, e.g., Chavez v. Netflix, Inc., supra,* 162 Cal.App.4th at 66, n.11; *Weber v. Einstein Noah Restaurant Group, Inc.*, No. 37-2008-00077680 (San Diego Super. Ct.) (40% award); *Chalmers v. Elecs. Boutique*, No. BC306571 (L.A. Super. Ct.) (33% award); *Boncore v. Four Points Hotel ITT Sheraton*, No. GIC807456 (San Diego Super. Ct.) (33% award); *Vivens, et al. v. Wackenhut Corp.*, No. BC290071 (L.A. Super. Ct.) (31% award); *Crandall v. U-Haul Intl., Inc.*, No. BC178775 (L.A. Super. Ct.) (40% award); *Albrecht v. Rite Aid Corp.*, No. 729219 (San Diego Super. Ct.) (35% award); *Marroquin v. Bed Bath & Beyond*, No. RG04145918 (Alameda Super. Ct.) (33% award); *In re Milk Antitrust Litig.*, No. BC070061 (L.A. Super. Ct.) (33% award); *Sandoval v. Nissho of California, Inc.*, No. 37-2009-00097861 (San Diego Super. Ct.) (33% award); *In re Liquid Carbon Dioxide Cases*, No. J.C.C.P. 3012 (San Diego Super. Ct.) (33% award); *In re California Indirect-Purchaser Plasticware Antitrust Litigation*, Nos. 961814, 963201, and 963590 (San Francisco Super. Ct.) (33% award); *Bright v. Kanzaki Specialty Papers*, No. CGC-94-963598 (San Francisco Super. Ct.) (33% award); *Parker v. City of L.A.*, 44 Cal. App. 3d 36,775, 567-68 (1974) (33% award); *Kritz v. Fluid Components, Inc.*, No. GIN057142 (San Diego Super. Ct.) (35% award); *Benitez, et al. v. Wilbur*, No. 08-01122 (E.D. Cal.) (33% award); *Chavez, et al. v. Petrissans, et al.*, No. 08-00122 (E.D. Cal.) (33% award); and *Leal v. Wyndham Worldwide Corp.*, No. 37-2009-00084708 (San Diego Super. Ct.) (38% award).

Accordingly, based upon the relevant case law, Class Counsel's own experience in other class actions, and similar results in California courts, Class Counsel's request for a fee award equal to 33.33% of the Gross Settlement Amount is fair, adequate, and reasonable.

3. <u>The Lodestar Crosscheck Supports Approval</u>

The lodestar crosscheck "provides a mechanism for bringing an objective measure of the work performed into the calculation of a reasonable attorney fee." *Laffitte v. Robert Half Int'l Inc.*, 376 P.3d 672, 676 (Cal. 2016). Only when the lodestar multiplier is "far outside the normal range"

would the trial court "have reason to reexamine its choice of a percentage." *Id.* "[T]rial courts conducting lodestar cross-checks have generally not been required to closely scrutinize each claimed attorney-hour, but have instead used information on attorney time spent to focus on the general question of whether the fee award appropriately reflects the degree of time and effort expended by the attorneys." *Id.* (internal quotations omitted).

A lodestar crosscheck here confirms that the requested award is reasonable. As the Declarations of Shaun Setareh indicates, Class Counsel has already logged a total of 553.3 hours in billable time at their current standard hourly rates, resulting in a lodestar of $477,763.75. (Setareh Decl., ¶ 33.) The lodestar multiplier here of 1.25 falls within the "typical" range accepted by courts and supports awarding the requested attorney fees under a lodestar cross check. The hours billed represent time spent on tasks that were essential to litigation and settlement. The standard hourly rates for Class Counsel – ranging from $250 to $1,150 for attorneys – are reasonable. Class Counsel's rates are in line with those charged by experienced class action lawyers who practice on a national scale and within the range of those approved by other courts in similar circumstances. *See, e.g., Spano v. Boeing Co.*, No. 06-CV-743-NJR-DGW, 2016 WL 3791123, at *3 (S.D. Ill. Mar. 31, 2016) (approving hourly rates of $460 to $998 for attorneys, $309 for paralegals, and $190 for legal assistants); *Laffey Matrix* http://www.laffeymatrix.com/see.html (last visited November 11, 2024) (setting forth rates between $473 to $1,141 for attorneys of similar experience levels).

California courts generally approve multipliers between 2 and 4. *Wershba v. Apple Computer, Inc.*, 110 Cal. Rptr. 2d 145, 170 (Ct. App. 2001) ("Multipliers can range from 2 to 4 or even higher"); *In re Sutter Health Uninsured Pricing Cases*, 89 Cal. Rptr. 3d 615, 629 (2009) (affirming that multiplier of 2.52 was "fair and reasonable"); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050 (9th Cir. 2002) (upholding multiplier of 3.65). Here the lodestar crosscheck supports Class Counsel's requested fee.

The lodestar cross-check calculation need not entail neither mathematical precision nor bean-counting. *In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 306 (C.A.3 (Pa.) 2005).

The Ninth Circuit has similarly recognized that the lodestar method "creates incentives for counsel to spend more hours than may be necessary on litigating a case so as to recover a

reasonable fee, since the lodestar method does not reward early settlement." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir. 2002). As a corollary, a defendant willing to recognize a potential error and settle at an early stage would face the increased risk that an early settlement overture would be rejected. That did not happen here, in part because a percentage of the fund award encourages efficient litigation. The Ninth Circuit has thus cautioned that, while a lodestar method can be used as a cross check on the reasonableness of fees based on a percentage of recovery method if a district court in its discretion chooses to do so, a lodestar calculation is not required and it did "not mean to imply that class counsel should necessarily receive a lesser fee for settling a case quickly." *Id.*

The percentage of recovery method "rests on the presumption that persons who obtain benefits of a lawsuit without contributing to its cost are unjustly enriched at the successful litigant's expense." *Staton*, 327 F.3d 938, 967 (9th Cir. 2003). This rule, known as the "common fund doctrine," is designed to prevent unjust enrichment by distributing the costs of litigation among those who benefit from the efforts of others. *Paul, Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268, 271 (9th Cir. 1989).

It is only fair that every class member who benefits from the opportunity to claim a share of the settlement pay his or her pro rata share of attorney's fees, and Plaintiff's request for fees here means that Class Counsel seek an amount of fees less than the amount Class Counsel would likely receive if they represented each class member individually. Typical contingent fee contracts of plaintiffs' counsel provide for attorney's fees of about 40% of any recovery obtained for a client. It would be unfair to compensate Class Counsel here at a substantially lesser rate because they obtained relief for thousands of class members. To the contrary, equitable considerations dictate that Class Counsel be rewarded for achieving a settlement that confers benefits among so many people, especially without protracted litigation. The result achieved by Class Counsel merits an award of attorney's fees equal to 33.33% of the total recovered value in this case.

D. THE RESULTS ACHIEVED ESPECIALLY WHEN WEIGHED AGAINST THE MAGNITUDE OF THE CONTINGENT RISKS IN THIS CASE ALSO SUPPORT THE FEE REQUEST

Class Counsel obtained a substantial recovery for the Settlement Class in a case fraught with

risk. As discussed above and in the Motion for Preliminary Approval of Class Action Settlement previously filed with this Court, this case was fraught with risk both on the merits and with regard to succeeding at trial.

Indeed, the issues here are a developing area of case law with conflicting authorities (and ever-increasing uncertainty) with respect to merits issues, and recent class action practice has shown that maintaining class certification is often quite difficult. In addition, even though class certification was granted, a plaintiff still needs to prevail on the underlying wage and hour claim and overcome the employer's defenses and possible dispositive motion(s).

Further, Class Counsel should be compensated for undertaking these risks on a pure contingency basis. (Setareh Decl., ¶ 31.) Class Counsel have borne all the costs of litigation without receiving any compensation to date. During this time, they have expended $27,084.91 in costs, and devoted substantial time to this litigation. (*Id.*, ¶¶ 28, 30.) Their efforts have included, among other things: conducting the initial investigation of the case and developing the facts and theories regarding wage and hour claims, filing of the complaint, opposing the motion to compel arbitration, conducting formal and informal discovery, reviewing documents obtained in discovery, filing an amended complaint, engaging in the Belaire West notice process, interviewing many putative class members, obtaining declarations in support of Plaintiff's motion for class certification, filing the motions for class certification, deposing Defendant, defending the deposition of Plaintiff, conducting a review of the record and preparing a thorough mediation brief and damages analysis in preparation for mediation, preparing for and attending a second mediations, attending hearings, engaging in contentious arm's-length negotiation at the mediations, and working with Defendant to prepare the Settlement Agreement, related forms, supplemental briefing and approval motions. (*Id.*, ¶ 30.)

Given the considerable potential for adverse outcomes in this case (as discussed above and in the Motion for Preliminary Approval), the contingent risk was great. This litigation also took a considerable amount of time and effort that Class Counsel could have spent on other cases. (*Id.*, ¶ 31.) The quality of Class Counsel's work, and the efficacy and dedication with which it was performed, should be compensated. *See, e.g., J.N. Futia Co. v. Phelps Dodge Indus., Inc.* (S.D.N.Y. 1982) 1982 U.S. Dist. LEXIS 15261.

1. Class Counsel's Experience in Wage and Hour Litigation Further Supports the Fee Request

Class Counsel's previous experience in litigating wage and hour class actions also supports the reasonableness of the fee request. (Setareh Decl., ¶¶ 5-6.) Class Counsel's experience in similar matters was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of the Settlement. (*Id*., ¶ 7.) Practice in the narrow field of wage and hour litigation requires particular attention to nuances concerning ever-evolving procedural and substantive issues. This is especially so given recent changes in the legal landscape surrounding class certification. Indeed, both the U.S. Supreme Court and the California Supreme Court have recently been less receptive to class certification in employment cases, and wage-and-hour cases in particular. *See, e.g., Duran v. U.S. Bank* (2014) 59 Cal.4th 1. Because it is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, the requested fee award warrants this Court's final approval.

E. THE ABSENCE OF OBJECTIONS AND REQUESTS FOR EXCLUSION ALSO SUPPORT THE FEE REQUEST

The absence of objections and requests for exclusion from the Settlement also demonstrates the fairness and reasonableness of the fee request. *See Garner v. State Farm Mut. Auto Ins. Co.* (N.D. Cal. 2010) 2010 U.S. Dist. LEXIS 49482, at *5 ("a single objection out of a sizeable class, after notice, further demonstrates the reasonableness and fairness of Class Counsels' request"); *In re Rite Aid Sec. Litig.* (3d Cir. 2005) 396 F.3d 294, 305 (low level of objections is "rare phenomenon").

Here, notices of the Settlement were mailed to all 4,783 Class Members. (Hernandez Decl., ¶¶ 5, 7.) The notices informed Class Members that Class Counsel would apply for attorneys' fees of up to $599,999.99 (33.33% of the Gross Settlement Amount) and reimbursement of up to $45,000 in costs, and Class Members were advised of their right to object to such requests.

Thus, the absence of objections and requests for exclusion speak to the fairness of the requested fee award.

F. THE REQUESTED AWARD OF COSTS SHOULD BE APPROVED.

Plaintiff's request for litigation costs of $27,084.91 is also fair and reasonable. Attorney costs up to $45,000 are allowed under the Settlement Agreement. (Settlement, ¶ 3.2.2.) As the evidence

submitted herewith shows, costs of $27,084.91 are documented and reasonably incurred. (Setareh Decl., ¶ 28; Exh. B.) Thus, Plaintiff requests reimbursement of $27,084.91. Plaintiff's request for their attorneys' costs should be granted.

Indeed, the expenditure of costs by Class Counsel conferred a significant benefit to the Class, in that Class Counsel completely financed this risky litigation. Among other costs, Class Counsel fronted thousands of dollars in filing fees, mediator's fees, expert fees and other expenses. Each of these expenditures increased the value of the case significantly, since without expending these costs, the case could not have moved forward to a favorable resolution.

G. THE REQUESTED AWARD OF ADMINISTRATIVE COSTS TO SIMPLURIS SHOULD BE APPROVED.

The request for $29,400 in administration costs to the Settlement Administrator, ILYM, is also fair and reasonable. (Hernandez Decl., ¶ 15; Setareh Decl. ¶ 39.) The administration costs benefit the Class in a very significant way. Without administration of the Settlement, Class Members could not be paid their share of the Settlement. They also would not receive proper notice of the Settlement or of their ability to opt out of or object to the Settlement.

H. PLAINTIFF'S REQUESTED SERVICE AWARD SHOULD BE APPROVED AS FAIR, REASONABLE AND ADEQUATE.

In evaluating a service payment, the court may consider "(1) the risk, both financial and otherwise, the class representative faced in bringing the suit; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit received by the class representative as a result of the litigation." *Golba v. Dick's Sporting Goods, Inc.* (Cal.App. 4 Dist., 2015) 190 Cal.Rptr.3d 337, 352; *see also Clark v. American Residential Services LLC* (Cal.App. 2 Dist., 2009) 96 Cal.Rptr.3d 441, 456 (factors to consider include "the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation.").

Courts routinely approve incentive awards to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation, often in much higher amounts than that

sought here. *See, e.g., Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding incentive awards to named plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294 (approving $50,000 incentive award).

The Settlement Agreement provides for an enhancement award of $10,000 to Plaintiff Amelia Perryman. (Agreement ¶ 3.2.1.)

Plaintiff contributed significantly to the prosecution and ultimate success of this litigation. The requested service award of $10,000 to Plaintiff Amelia Perryman is warranted. Plaintiff spent considerable time speaking with her counsel, gathering documents, responding to discovery, being deposed, participating in discussions regarding settlement, and reviewing the Settlement. Plaintiff also took on the risk of facing intrusive discovery, facing a potential costs award, and the risk that being involved in litigation would be viewed unfavorably by potential employers. (Setareh Decl. ¶ 37; Declaration of Amelia Perryman ¶ 7.)

VI. CONCLUSION

The motion for final approval should be granted.

DATED: November 12, 2024,

SETAREH LAW GROUP

/s/Farrah Grant
SHAUN SETAREH
THOMAS SEGAL
FARRAH GRANT
Attorneys for Plaintiff
AMELIA PERRYMAN