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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF ALAMEDA**

13 ALEXANDER GUREVICH, et al., ) **CASE NOS. RG12631895 (Lead Case)**  
14 ) **RG12639791**  
Plaintiff, )  
15 v. ) *[Assigned to the Hon. Wynne Carvill, Dept. 21]*  
16 ROYAL AMBULANCE, INC., et al., ) **CLASS ACTION**  
Defendants. ) **NOTICE OF JOINT MOTION FOR FINAL**  
17 ) **APPROVAL OF CLASS ACTION**  
18 ) **SETTLEMENT AND ENTRY OF FINAL**  
19 KEVIN DICKENS, et al., ) **JUDGMENT; MEMORANDUM OF**  
Plaintiffs, ) **POINTS AND AUTHORITIES IN**  
20 v. ) **SUPPORT THEREOF**  
21 ) **Hearing Date: July 28, 2015**  
22 ROYAL AMBULANCE, INC., et al., ) **Time: 8:30 a.m.**  
Defendants. ) **Place: Dept. 21**  
23 ) **Reference No. R-1643375**  
24 ) **Consolidated Complaint Filed: Nov. 12, 2013**  
25 )  
26 )  
27 )  
28 )

1 **TO THE COURT, TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE THAT on July 28, 2015 at 8:45 a.m., in Department 21 of this Court  
3 located at 1225 Fallon Street, Oakland, California, pursuant to Code of Civil Procedure § 382  
4 and California Rules of Court 3.769, Plaintiffs, ALEXANDER GUREVICH and Plaintiffs  
5 KEVIN DICKENS, PATRICK OPPIDO, SPENCER STECZ, CHRIS HERN, and PHILIP  
6 JONES (“Plaintiffs”) will move will move this Court for an order, pursuant to Rule 3.769 of the  
7 California Rules of Court, granting final approval of the proposed Stipulation and Settlement of  
8 Class Action Claims (the “Settlement Agreement”) between Named Plaintiffs and Defendant.  
9

10 Good cause exists for granting this Motion in that the proposed settlement is fair,  
11 reasonable, and adequate. This Motion is based upon this Notice of Motion and Motion, the  
12 Memorandum of Points and Authorities in support thereof, the accompanying declarations of  
13 Gerson H. Smoger, David M. Arbogast, Steven M. Bronson, Art Siegel, Robert S. Jaret, and  
14 Brian Devery, the files, records, and pleadings on file in this action, and all other evidence or  
15 argument that may be presented by Named Plaintiffs at, or prior to, the hearing on this Motion.  
16

17 Respectfully submitted,

18  
19 DATED: July 14, 2015

Plaintiffs, Kevin Dickens, Patrick Oppido, Spencer Stecz,  
Chris Hern, Phillip Jones and Class

20  
21 By attorneys  
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DATED: July 14, 2015

Plaintiff Alexander Gurevich and the Class

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**TABLE OF AUTHORITIES**

**CASES:**

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688 F.2d 615 (9th Cir. 1982).....5  
*Wershba v. Apple Computers, Inc.*, 91 Cal. App. 4th 224 (2001) .....5

**OTHER REFERENCES:**

California Business & Professions Code Section 17200.....2  
California Code of Civil Procedure Section 382.....5  
Cal. Rules of Court, Rule 3.769.....5  
Manual for Complex Litigation (4th ed. 2004) (hereinafter “Manual”), § 21.61 .....5, 6  
Newberg on Class Actions § 11.41 (4th ed. 2002).....6

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Alexander Gurevich, Kevin Dickens, Patrick Oppido, Spencer Stecz, Chris Hern,  
4 and Philip Jones<sup>1</sup> (collectively, "Named Plaintiffs") and defendant Royal Ambulance, Inc.  
5 ("Defendant;" and collectively with Named Plaintiffs, as the "Parties") respectfully move for final  
6 approval of the Revised Joint Stipulation and Settlement Agreement (the "Settlement Agreement")  
7 between Named Plaintiffs, the Settlement Class, and Defendant, Royal Ambulance, Inc.  
8 ("Defendant" or "Royal Ambulance").

9 After over 4 years of litigation and after significant arm's-length negotiations, the Parties  
10 agreed to a settlement of all claims asserted against Defendant. The Settlement Agreement provides  
11 for a cash payment to all Settlement Class members, and thus, constitutes a fair and reasonable  
12 resolution of this case against Defendant. Indeed, not a single Settlement Class member has  
13 objected to the settlement to date, and no Settlement Class members requested exclusion. In  
14 addition, subject to Court approval of the concurrently filed Motion for An Award of Attorneys'  
15 Fees and Litigation Costs, and for Service Payments, the settlement provides for payments from the  
16 settlement proceeds of up to \$10,000 to the Settlement Administrator for administering the  
17 settlement (with any balance being paid by Defendant), payments of \$32,000 total in Enhancement  
18 payments to the Class Representatives, including \$10,000 each for Alexander Gurevich and Kevin  
19 Dickens, and \$3,000 each for Patrick Oppido, Spencer Stecz, Chris Hern, and Philip Jones for their  
20 services to the Settlement Class, and a payment of attorneys' fees as awarded by the Court, not to  
21 exceed 33.3% of the Total Settlement Fund, or \$216,666.67, and litigation costs of \$21,097.70.<sup>2</sup>

22 \_\_\_\_\_  
23 <sup>1</sup> Before the Court are consolidated class actions: (1) *Alexander Gurevich v. Royal Ambulance, Inc.*, Alameda County Superior Court Case No. RG12631895 ("the *Gurevich* Action"); and (2)  
24 *Kevin Dickens, Patrick Oppido, Spencer Stecz, Chris Hern, and Philip Jones v. Royal Ambulance, Inc.*, Alameda County Superior Court Case No. RG12639791 ("the *Dickens* Action").  
25 Collectively, the *Gurevich* Action and the *Dickens* Action shall be referred to as the Actions.

26 <sup>2</sup> Plaintiffs have filed, concurrently herewith, a Notice of Motion and Motion for an Award of  
27 Attorneys' Fees and Litigation Costs, and for Service Payments, which includes a memorandum  
28 in support.

1 For the reasons discussed below, the settlement is fair, reasonable and adequate, and merits  
2 final approval. Accordingly, the Court should enter the concurrently-filed Proposed Order granting  
3 final approval of the proposed settlement.

## 4 **II. SUMMARY OF THE SETTLEMENT TERMS**

5 The proposed settlement resolves all claims of the Plaintiffs and the proposed Settlement  
6 Class against Defendants related to alleged failure to pay wages, failure to provide meal breaks,  
7 failure to authorize and permit rest breaks, failure to furnish timely and accurate wage statements,  
8 unlawful or unfair business practices in violation of California Business & Professions Code  
9 Section 17200, et seq., including waiting time penalties, interest, civil penalties provided by the  
10 Labor Code Private Attorneys General Act of 2004 (“PAGA”) and other penalties under federal and  
11 state law. The detailed terms are contained in the Settlement Agreement attached as Exhibit 1 to the  
12 Declaration of Robert S. Jaret Attaching Revised Joint Stipulation and Settlement Agreement, filed  
13 on April 10, 2015, for consideration with the preliminary approval motion (“Jaret Prelim. Decl.”).

14 Key provisions of the proposed settlement include the following:

- 15 • Defendant stipulates to certification of a Settlement Class for purposes of this  
16 Settlement only;
- 17 • Defendant will pay a total of \$650,000, which is referred to as the Gross Settlement  
18 Amount, in installments of \$450,000 (which has already been deposited in a  
19 restricted account), \$100,000 (deposited no later than one year from initial deposit)  
20 and \$100,000 (deposited no later than two years from initial deposit).
- 21 • Net Payments are to be divided as follows: 45% to wages (Paid to all Settlement  
22 Class Members), 15% to Waiting Time (Labor Code §203) Penalties (paid to former  
23 employee Settlement Class Members only), and 40% to Other Penalties and Interest)  
24 (Paid to all Settlement Class Members).
- 25 • The Employer's share of payroll taxes and contributions shall be paid by Defendant  
26 from its separate funds, and these will be paid separate and apart from the Gross  
27 Settlement Amount.

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- No claim or other submission is necessary in order to become a member of the Settlement Class;
- Settlement Class Members will be mailed a check automatically if they do not opt out of the Settlement;
- The settlement will release wage-and-hour claims for those Settlement Class Members who are mailed a check;
- The release for those Class Members is precisely tailored to only those claims alleged in the Consolidated Master Complaint;
- After deducting Class Counsel's attorneys' fees and costs, service payments to the Plaintiffs, a portion of settlement administration costs, and a payment to California Labor Workforce Development Agency, the Net Settlement Amount will be distributed and paid to Settlement Class Members who do not opt out of the Settlement, with each Settlement Class Member's share to be determined based on the gross earnings of each Settlement Class Member, as a percentage of the aggregate gross earnings of all Settlement Class Members;
- Any settlement checks that are mailed to the Settlement Class Members and remain uncashed after 180 days of the date of issuance will be cancelled, and the moneys will be directed to one or more cy pres recipients benefitting California Employees;
- The Settlement will be administered by Angeion Group, a third-party Administrator;
- Defendant will not oppose service payments in the total amount of \$32,000 to the Named Plaintiffs, to be paid out of the Gross Settlement Amount;
- Defendant will not oppose payment to Class Counsel for fees up to the 33.3% of the Gross Settlement Amount and costs of up to \$25,000, to be paid out of the Gross Settlement Amount.



1           **III.    THIS COURT GRANTED PRELIMINARY APPROVAL FOR THE**  
2           **SETTLEMENT AND THE CLASS HAS RECEIVED NOTICE**

3           **A. Preliminary Approval, and Settlement Notice to Settlement Class Members**

4           The Named Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement,  
5 and on April 10, 2015, the Court entered its Order (“Preliminary Approval Order”), in which the  
6 Court, among other things, provisionally certified the Settlement Class, as defined as:

7           All individuals who are currently or were formerly employed by Defendant as Emergency  
8           Medical Technicians - Ambulance Drivers, from May 24, 2008, through April 10, 2015.

9           The Court also preliminarily approved the Settlement Agreement; appointed Named  
10 Plaintiffs as Class Representatives; appointed Class Counsel as counsel for the Settlement Class;  
11 appointed Angeion Group as the Settlement Administrator; approved the plan for disseminating the  
12 Settlement Notice to Settlement Class members, approved the form of the Settlement Notice, and  
13 ordered Angeion Group to mail the Settlement Notice; and scheduled the Final Approval Hearing  
14 for July 10, 2015, which was continued by stipulation to July 28, 2015.

15           On April 20, 2015, Defendant provided Angeion Group with a list of 622 Settlement Class  
16 members and their addresses. Angeion Group performed a search for updated addresses by  
17 accessing the National Change of Address (“NCOA”) database, and identified updated addresses for  
18 Settlement Class members. Declaration of Brian Devery, filed concurrently herewith (“Devery  
19 Decl.”), ¶ 5. On May 8, 2015, Angeion Group mailed Settlement Notices to all 622 Settlement  
20 Class members. *Id.* at ¶ 6. Angeion Group received no returned notices with forwarding addresses  
21 from the postal service. Angeion Group also received 54 returned notices without forwarding  
22 addresses, for which Angeion Group obtained updated addresses using a skip trace, and identified  
23 24 updated addresses. *Id.* at ¶ 8. In total Angeion Group re-mailed notices to 24 addresses. *Id.* at ¶  
24 8. Angeion Group called the 30 Class members for whom no new address was located. Of those  
25 thirty, 21 could not be contacted. *Id.* at ¶ 10. Angeion continues to work to contact these 21. *Id.*

26           The Settlement also had its own website,  
27 [www.jaretlaw.com/royalambulanceclassaction.html](http://www.jaretlaw.com/royalambulanceclassaction.html), accessible to the dedicated link at  
28 [www.sanfranciscolitigators.com/royalambulanceclassaction.html](http://www.sanfranciscolitigators.com/royalambulanceclassaction.html), thus informing Settlement Class

1 members about relevant deadlines and making certain documents, including the Settlement Notice,  
2 Settlement Agreement and Preliminary Approval Order, available to Settlement Class members.  
3 Declaration of Robert S. Jaret in Support of Motion for Final Approval of Class Action Settlement,  
4 filed concurrently herewith, at ¶ 3 (“Jaret Decl.”).

5 **B. Settlement Administration**

6 The response from Settlement Class members has been completely positive. Settlement  
7 Notices were mailed to all Settlement Class members, and re-mailed to forwarding addresses and  
8 updated addresses as identified. As of the date of this Motion, Angeion Group has not received  
9 a single objection, and has received no exclusion requests. Devery Decl., ¶ 11. This response  
10 demonstrates that the Settlement Class overwhelmingly supports the Parties’ request for final  
11 approval of the settlement.

12 The proposed settlement is now ripe for final approval pursuant to Section 382 of the  
13 California Code of Civil Procedure and Rule 3.769, *et seq.*, of the California Rules of Court. This  
14 Court has already held that the requirements for certification of a class of current and former  
15 employees have been satisfied and individual notice of the terms of the Settlement has been mailed  
16 to the Settlement Class, with no objections filed. The Parties believe that the proposed Settlement is  
17 fair, reasonable, and adequate, and in the best interests of all Settlement Class members.

18 **IV. THE COURT SHOULD GRANT FINAL APPROVAL TO THE SETTLEMENT**

19 **a. Legal Standard for Final Approval**

20 Court approval is required for the settlement of a class action. See Cal. Civ. Code § 1781(f);  
21 Cal. Rule of Court 3.769. The Court has broad discretion in reviewing a proposed class settlement  
22 for approval, which may be reversed only upon a strong showing of clear abuse of discretion.  
23 *Wershba v. Apple Computers, Inc.*, 91 Cal. App. 4th 224, 234-35 (2001); *Kullar v. Foot Locker*  
24 *Retail, Inc.*, 168 Cal. App. 4th 116, 127-128 (2008).

25 This Court now must make a final determination whether the proposed settlement set forth  
26 in the Settlement Agreement is fair, reasonable, and adequate. See *Officers for Justice v. Civil Serv.*  
27 *Comm’n. of the City & Cnty. of S.F.*, 688 F.2d 615, 625 (9th Cir. 1982); Manual for Complex  
28 Litigation (4th ed. 2004) (hereinafter “Manual”), § 21.61 at 308. Final approval is warranted when

1 “the interests of the class are better served by the settlement than by further litigation.” Manual §  
2 21.61 at 309. The law favors settlement, particularly in class actions and other complex cases  
3 where substantial resources can be conserved by avoiding the time, cost, and rigors of formal  
4 litigation. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135,  
5 1151 (2000) (“7-11”); *Neary v. Regents of Univ. of Cal.*, 3 Cal. 4th 273, 277-81 (1992); *Lealao v.*  
6 *Beneficial Cal., Inc.*, 82 Cal. App. 4th 19, 52 (2000); 4 Newberg on Class Actions § 11.41 (4th ed.  
7 2002) (hereinafter “4 Newberg”) and cases cited therein.

8 In analyzing whether a settlement is fair and reasonable, courts consider a number of factors,  
9 including: (1) the amount offered in settlement; (2) the risk, expense, complexity, and likely  
10 duration of further class action litigation; (3) the extent of discovery completed and the stage of the  
11 proceedings; (4) the experience and view of counsel, and (5) the reaction of the Class to the  
12 proposed settlement. *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *Kullar*, 168 Cal.  
13 App. 4th at 133 (the court must be provided with information about the nature and magnitude of the  
14 claims in question and the basis for concluding that the consideration being paid represents a  
15 reasonable compromise); *Clark v. Am. Residential Services, LLC*, 175 Cal. App. 4th 785, 790, 802-  
16 3 (2009).

17 The Court’s role is limited to making a reasoned judgment that the proposed class settlement  
18 agreement is not the product of fraud or overreaching by, or collusion between, the negotiating  
19 parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to the Class. *See*  
20 Manual § 21.61 at 309. The Court has broad discretion in making this judgment. *Id.*

21 Importantly, “the settlement or fairness hearing is not to be turned into a trial or rehearsal  
22 for trial on the merits.” *7-11*, 85 Cal. App. 4th at 1145. Rather, “[d]ue regard should be given to  
23 what is otherwise a private consensual agreement between the parties.” *Dunk*, 48 Cal. App. 4th at  
24 1801.

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1           **b.       The Settlement Terms Are Presumptively Fair, Reasonable, and Adequate**  
2                           **Based on Process Of Reaching an Agreement and the Overwhelming Support**  
3                           **by Class Members.**

4           A settlement agreement is presumptively fair where it is (1) the product of arms-length  
5 bargaining; (2) supported by sufficient investigation and/or discovery to allow assessment of  
6 Plaintiff's claims; (3) supported by experienced counsel; and (4) subject to only a small percentage  
7 of objections. *See Dunk*, 48 Cal. App. 4th at 1802; 7-11, 85 Cal. App. 4th at 1146. Because this  
8 Settlement agreement satisfies all of these factors, it is presumptively fair and reasonable.  
9 First, the parties reached this Settlement only after engaging in arm's-length bargaining that  
10 included two full-day mediation sessions with an experienced mediator familiar with wage-and-  
11 hour claims, Mark Rudy. *See Declaration of Art Siegel*, submitted with the Preliminary Approval  
12 Motion ("Siegel Prelim. Decl.") at ¶ 7.

13           Second, the significant formal and informal discovery and motion practice conducted by the  
14 parties allowed them to adequately assess the merits of Plaintiffs' claims. *See Siegel Prelim. Decl.*  
15 at ¶ 6.

16           In preparation for the mediation, the parties also independently investigated the claims and  
17 defenses at issue in this matter. *See Siegel Prelim. Decl.* at ¶ 9-10. All of this discovery informed  
18 the parties and the mediator about the merits of Plaintiffs' claims and provided them with sufficient  
19 information to assess the strength and weaknesses of those claims.

20           Third, Class Counsel strongly supports this Settlement Agreement based on their extensive  
21 experience litigating class actions and, in particular, wage-and-hour class actions alleging these  
22 types of expense reimbursement claims. *See Siegel Prelim. Decl.* at ¶¶ 2, 30.

23           Fourth, the overwhelming support of the class for the Settlement further supports a  
24 presumptive finding of fairness. No Class Member objected to the Settlement; and no Class  
25 Member requested to opt out. All Class Members will participate and receive relief from this  
26 Settlement. *See Devery Decl.* at ¶ 11. This uniform endorsement of the Settlement strongly supports  
27 final approval.

28   ///

1           **C.     The Settlement Terms Provide Benefits to the Class That Are Demonstrably**  
2                   **Fair, Reasonable and Adequate in Relation to the Potential Benefits and**  
3                   **Risks of Further Litigation.**

4           Even if the Settlement did not rise to the above-stated standard for presumptive fairness, it  
5 easily passes the test for being fair, reasonable, and adequate, as this Court already preliminarily  
6 ruled on April 10, 2015.

7                   **1.   The Value of the Settlement Favors Final Approval Especially When**  
8                   **Considered Against the Risks of Continued Litigation.**

9           The first two elements for determining whether a settlement is fair, reasonable, and adequate  
10 are the amount offered in the settlement and the risk, expense, complexity, and likely duration of  
11 further class action litigation. Both of these factors support approving the Settlement.

12           The \$650,000 Total Settlement Fund provides Class Members with meaningful financial  
13 relief. 100% of the Class Members will participate in this Settlement, and each will receive a  
14 monetary award. *See* Siegel Prelim. Decl. at ¶¶ 28, 31.

15           In assessing the value conferred by a settlement, courts are required to consider the amount  
16 of damages paid by the settlement, the maximum amount of damages available, and all  
17 impediments to full recovery. *See Kullar*, 168 Cal. App. 4th at 133 (noting that an adequate record  
18 must be available to the parties and the Court to assess the relative value of a settlement).  
19 Importantly, the court’s independent assessment of the value of a settlement can be based on  
20 substantiated explanations of counsel’s evaluations where no significant information was  
21 overlooked. *Id.* at 132-133.

22           Here, the financial relief provided by the Settlement is commensurate with the risks posed  
23 by continuing litigation and is based on substantiated damages calculations and evidence.  
24 *See* Siegel Prelim. Decl. at ¶¶ 14-30.

25           Even compared against a maximum damages calculation that assumes an unlikely  
26 “everything goes right” scenario, the Settlement Fund represents an appropriate risk-adjusted  
27 recovery based upon Plaintiff’s maximum damages. *Id.* This percentage of recovery is consistent  
28 with settlements that courts have approved as reasonable. *See, e.g., In re Omnivision Techs., Inc.,*

1 559 F. Supp. 2d 1036, 1042 (N.D. Cal. 2008) (approving settlement that constituted 6% of the  
2 maximum potential damages).

3 But the maximum damages calculation is not a realistic measure of liability. There are  
4 several significant impediments to a full, best-case-scenario recovery that justify the discounts  
5 applied to Plaintiff's claims.

6 Defendant raised several defenses against Plaintiff's claims, including that Defendant presented  
7 evidence that there had been an Alternate Workweek Election in December, 2009 for the work unit  
8 consisting of "all non-exempt employees classified as EMT's and employed in the Company's San  
9 Leandro and San Jose, California offices." Siegel Prelim. Decl. In that election, Defendant claimed  
10 the unit had adopted an alternate workweek. The documentation presented showed the workweek  
11 adopted called for a four day workweek of 10 hour days with no overtime for work performed  
12 within that schedule. Defendant further produced numerous individual "Alternate Work Week  
13 Schedule, Overtime and 24-Hour Shift Agreements". These agreements (which stated that they  
14 were intended to comply with I.W.C. Order No. 9-2001, §3(K) and other legal authority), if  
15 accepted by the Court as controlling, would have obviated claims for meal period premium pay, and  
16 daily and weekly overtime during most of the liability period, which began on May 24, 2008 for the  
17 Overtime and Meal and Rest Break claims. Derivative claims and PAGA penalties dependent on  
18 proof of these violations would have been substantially reduced or eliminated if the agreements  
19 were credited. Defendant claimed, and the documentation tended to show, that a number of the  
20 Class Representatives themselves had signed these agreements. Plaintiffs' calculations assume that  
21 there was no such valid election and no individual agreements. These defenses posed real threats to  
22 Plaintiff's ability to certify the Class or prevail at trial on the merits. *See* Siegel Prelim. Decl. at ¶  
23 16-21.

24 Finally, the Class Member recovery compares well with the recovery amounts obtained in  
25 cases with similar facts. Whether the Court considers the realistic or the maximum damages  
26 number, the significant and immediate relief provided by this Settlement amount is commensurate  
27 with the risks presented by Defendants' defenses and the inherent uncertainties of continued  
28 litigation.

1           **2. Plaintiff Conducted Thorough Discovery and Investigation Prior to**  
2           **Entering into Settlement and Was Assisted in Evaluating and**  
3           **Accepting the Settlement Terms by an Experienced Mediator.**

4           The third element in assessing whether a settlement is fair and reasonable is the extent of  
5 discovery completed and the stage of the proceedings. This matters because the parties and the  
6 Court need have sufficient information before them to assess the merits of the claims, and that  
7 information comes from discovery. *See Dunk*, 48 Cal. App. 4th at 1802 (extensive discovery and  
8 pretrial litigation supported final approval of settlement); *cf Kullar*, 168 Cal. App. 4th at 129  
9 (failure to present any evidence of investigation or discovery regarding a claim precluded final  
10 approval).

11           Throughout four years of litigation, Plaintiffs have engaged in substantial discovery that  
12 informs their decision to settle this case. As described in the Siegel Prelim. Decl. at ¶¶ 4-7,  
13 Defendant and Plaintiffs have exchanged written discovery, and Defendant produced (1) a class list  
14 (including date of hire and, if no longer employed, date of termination); (2) payroll data (1-2-09 to  
15 5-18-12); (3) time punch data (July 2008 to May 2012); (4) information about the dates on which  
16 relevant employees executed 24-Hour work agreements (along with copies of each agreement), and  
17 (5) documentation relating to the claimed Alternative Workweek Election of December 15, 2009.  
18 *Id.* This, along with the other gathered class data and evidence, served as the basis for their  
19 damages calculations and assessment of the value of Plaintiff's claims. *Id.* Because Plaintiff and  
20 Class Counsel conducted a thorough evaluation of the exchanged discovery responses, and  
21 documents, their damages analysis fully assessed the strengths and weaknesses of Plaintiff's and the  
22 Class's claims prior to entering into this Settlement. *Id.* at ¶¶ 14-30.

23           The parties' evaluation of Plaintiff's claims was further assisted by the presence and  
24 guidance of an experienced mediator. Mr. Mark Rudy served as the mediator for the two full-day  
25 mediation sessions attended by the parties. Mr. Rudy has extensive experience mediating wage-and-  
26 hour disputes. *See Siegel Prelim. Decl.* at ¶ 6-7. His assistance in reaching this Settlement  
27 agreement provides additional evidence that Plaintiff's claims were properly valued against a robust  
28 and developed evidentiary record.

1           **3. Class Counsel’s Experience and Views Favor Final Approval.**

2           The fourth element courts consider in judging a settlement fair, reasonable, and adequate is  
3 the experience and view of counsel. The endorsement of qualified and experienced counsel that a  
4 settlement is fair and reasonable strongly supports a grant of final approval. *Dunk*, 48 Cal. App. 4th  
5 at 1802. Class Counsel are highly experienced at litigating wage-and-hour class actions, and have  
6 been qualified as class counsel in numerous wage-and-hour class actions. *See* Siegel Prelim. Decl.  
7 at ¶¶ 2, 10, 30, 33-35. Accordingly, their opinion that the Settlement is fair, reasonable, and  
8 adequate; that it is in the best interests of the class; and that it is an excellent result for the Class, as  
9 set forth in detail in their preliminary approval papers, weighs in favor of final approval.

10           **4. Class Members’ Positive Reaction to the Settlement Favors Final**  
11           **Approval.**

12           The Class’s overwhelming positive response to the Settlement here strongly favors final  
13 approval. *7-11*, 85 Cal. App. 4th at 1152-53 (1.5% opt-out rate and 0.1% objection rate for class of  
14 5,454 supported final approval). No Class Member has filed an objection to the Settlement and no  
15 one has requested exclusion from the Settlement. *See* Devery Decl. at ¶ 11. In addition, all of the  
16 Class Members will be issued checks from this Settlement. *Id.* at ¶¶ 4, 10. The uniformly positive  
17 response indicates the Class’s acceptance of the Settlement and demonstrates that their interests  
18 have been adequately protected.

19           **V. CONCLUSION**

20           Because the Settlement provides benefits that are demonstrably fair in relation to the  
21 potential risks and benefits of continued litigation, is supported by a sound evidentiary record, and  
22 is endorsed by experienced and qualified wage-and-hour Class Counsel as well as the Class,  
23 Plaintiff respectfully requests that the Court: (1) grant final approval of the Settlement as fair,  
24 reasonable, and adequate; (2) approve the request for payment to the Settlement Administrator;

25 ///  
26 ///  
27 ///  
28 ///



1 and (3) approve distribution of the remaining funds according to the terms of the Settlement, as  
2 further requested in the accompanying concurrently filed Notice of Motion and Motion for an  
3 Award of Attorneys' Fees and Litigation Costs, and for Service Payments.  
4

5 DATED: July 14, 2015

Plaintiffs, Kevin Dickens, Patrick Oppido, Spencer Stecz,  
6 Chris Hern, Phillip Jones and Proposed Class

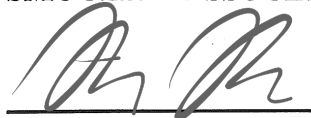
7 By attorneys  
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18 DATED: July 14, 2015

Plaintiff Alexander Gurevich and the Class

19 By attorneys  
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