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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO – COMPLEX CIVIL

JOSHUA BARRANTES, on behalf of himself and all others similarly situated, and the general public, Plaintiff, v. ADIDAS AMERICA, INC., an Oregon corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. 24CV012723 **CLASS ACTION** **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND REQUEST FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE SERVICE PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES** Honorable: Lauri A. Damrell Dept.: 8B Date: Augst 14, 2026 Time: 9:00 A.M. Action filed: June 25, 2024 Trial date: None Set

TO THE HONORABLE COURT, ALL INTERESTED PARTIES, AND THEIR RESPECTIVE COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on August 14, 2026, at 9:00 a.m. in Department 8B of the Sacramento County Superior Court, located at 500 G Street, Sacramento, CA, 95814, Plaintiff Joshua Barrantes ("Plaintiff"), on behalf of himself and other similarly situated employees of Defendant Adidas America, Inc. ("Defendant", collectively with Plaintiff, "the Parties"), will and hereby do move this Court pursuant to California Code of Civil Procedure § 382 and California Rule of Court 3.769 for an order of final approval of the class action settlement, which will accomplish the following: certify the class for settlement purposes only; approve the class action settlement embodied in the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"); confirm Plaintiff as the Class Representative; confirm the appointment of Class Counsel; approve Class Counsel's application for attorney's fees and litigation costs; approve the service payment to the Class Representative; and enter judgment approving the class action settlement.

The Motion will be made on the grounds that the proposed Settlement is fair, adequate, reasonable, and in the best interest of the Plaintiffs and all Class Members.

The Motion will be based on this Notice of Motion, the attached Memorandum of Points and Authorities, the Declaration of Class Counsel, and exhibits thereto, including the Declaration of Lluvia Islas for Phoenix Settlement Administrators and all other papers and records on file in this action, and on such oral and documentary evidence as may be presented at the hearing on this Motion.

Dated: July 23, 2026

D.LAW, INC.

By: ______________________________

David Keledjian, Esq.
Svetlana Hovhannisyan, Esq.
Attorneys for Plaintiff, Joshua Barrantes, on behalf of himself and others similarly situated

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I. INTRODUCTION

Class Counsel has achieved a fair, reasonable, and adequate result in this litigation, reflected in the Class Action and PAGA Settlement Agreement (collectively the "Settlement" or "Settlement Agreement"). The response of the 3,214 Participating Class Members shows that the settlement is in the best interests of the class: no Class Members opted out or objected to the Settlement. The *highest* estimated Individual Class Payment is approximately $856.19, the *average* Individual Class Payment is currently estimated to be approximately $192.32, and the *lowest* Individual Class Payment is currently estimated to be approximately $3.91. The settlement of this action is fair, reasonable, and adequate. Accordingly, final approval should be granted.

II. RELEVANT BACKGROUND

On May 22, 2024, pursuant to Labor Code § 2699.3(a), Plaintiff gave timely notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA Case No. LWDA-CM-1016783-24). On June 25, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1, and 1198); (4) Failure to Pay Proper Sick Pay (Lab. Code § 246); (5) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); (6) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); (7) Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand (Lab. Code §§ 212 and 213); (8) Failure to Indemnify (Lab. Code § 2802); (9) Failure to Pay Split-Shift Premiums (IWC Order 1-15, § 4); (10) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); and (11) Civil Penalties (Lab. Code § 2698, et seq.) (the "Action.") (Declaration of David Keledjian ["Keledjian Decl."], ¶ 3, filed herewith.)

Durin the course of this litigation, Class Counsel devoted substantial time and resources to investigating the factual and legal issues presented by the Action, including engaging in formal discovery by preparing and serving discovery responses, reviewing documents and information produced by Defendant, and extensively preparing Plaintiff for his deposition. The Parties agreed to participate in mediation and informally exchanged information and documents, including data in the Class Period. (*Id.* at ¶ 5.) Prior to mediation, Defendant provided extensive documentation of its policies and practices and data related to the claims asserted in this case, including pay and time data for 2,910 Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. (*Id*. at ¶ 7.) Defendant had provided time and pay data for 2,910 Class Members through early July of 2025. However, Defendant contends the number of Class Members increased from 2,946 to 3,214 through the Class Period. The escalator clause was not triggered due to the increase in Class Members. (*Id*. ¶ 16.)

On September 24, 2025, the Parties mediated this case with Mediator Lonnie Giamela, Esq. a respected and highly experienced mediator in wage and hour class actions. (*Id*. at ¶ 9.)

The mediation resulted in a Gross Settlement Amount of $1,147,500.00 ("Gross Settlement Amount"), on a class wide and PAGA representative basis. (*Id*. at ¶ 11.) The Settlement Agreement defines "Class" as all persons employed by Defendant in California as non-exempt retail hourly employees at any point from October 2, 2021, to November 30, 2025 (the "Settlement Period"). It shall be an opt-out Class. The Settlement Agreement defines "Aggrieved Employee" means non-exempt retail hourly employees who worked for Defendant in the State of California from May 22, 2023, to November 30, 2025 (the "PAGA Period"). (*Id*. at ¶ 10.)

III. THE SETTLEMENT

A. Benefit to the Class

The *highest* estimated Individual Class Payment is approximately $2,705.49 the *average* Individual Class Payment is currently estimated to be approximately $1,398.27, and the *lowest* Individual Class Payment is currently estimated to be approximately $10.83. Pursuant to the Agreement, 25% of the PAGA Payment ($25,000.00) will be allocated to Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees cannot opt out of the PAGA settlement. There are two thousand one hundred fourteen (2,114) Aggrieved

Employees who worked a total of sixty thousand seven hundred eighty-three (60,783) workweeks during the PAGA Period. (Keledjian Decl., ¶ 13, Ex. 3 - Declaration of Lluvia Islas Phoenix Settlement Administrators ["Islas Decl."], ¶¶ 14-15.)

Additional proposed disbursements are as follows:

1) Class Counsel Fees Payment: $382,500.00

2) Class Counsel Litigation Expenses Payment: $15,384.84

3) Administration Costs: $24,000.00

4) Class Representative Service Payment: $7,500.00 to Plaintiff Joshua Barrantes

5) PAGA Penalties: $100,000,00 (LWDA Portion: $75,000,00)[1]

After the above deductions from the Gross Settlement Amount of $1,147,500.00, the Net Settlement Amount to be distributed to Participating Class Members is estimated to be $618,115.16. (*Id*., Ex. 3 ¶ 13.)

B. Preliminary Approval of Settlement and Notice Procedure

On March 27, 2026, the Court granted Preliminary Approval of this settlement, approved the Revised Notice of Class Action and related forms, appointed Plaintiff Joshua Barrantes as the Class Representative, appointed Class Counsel, approved Phoenix Settlement Administrators ("Phoenix") as the Administrator, and set timelines for the settlement administration process, pursuant to the Settlement Agreement. (Keledjian Decl., ¶ 13.)

On or about April 1, 2026, Phoenix received the Court-approved Revised Notice of Class Action Settlement (the "Class Notice"), from the Parties. (Keledjian Decl., Ex. 3 – Islas Decl., ¶ 3.) The Class Notice advised Class Members of their right to opt out of the settlement, object to the settlement, dispute the quantity of Workweeks, or do nothing, and the implications of each such action. The Class Notice also advised Class Members of applicable deadlines and other

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[1] There are 2,114 Aggrieved Employees who worked a total of 60,783 pay periods during the PAGA Period. The highest Individual PAGA Payment is approximately $33.73, the average Individual PAGA Payment is approximately $11.83, and the lowest Individual PAGA Payment is approximately $.41. (Keledjian Decl., ¶ 11, Ex. 3, ¶ 15.)

events, including the date of the Final Approval Hearing, and how Class Members could obtain additional information. (Keledjian Decl., **Ex. 3** – Ayala Decl., Ex A.)

On or about April 3, 2026, counsel for Defendant provided Phoenix with the Class Data file containing Class Members' names, last known mailing addresses, Social Security numbers, workweeks, and PAGA weeks for each Class Member ("Class Data"). The Class Data contained records for 3,214 individuals identified as Class Members. (Keledjian Decl., Ex. 3 – Islas Decl., ¶ 4.)

On April 14, 2026, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address. The NCOA contains changes of addresses filed with the USPS. If any individual had filed a USPS change of address request, the address listed with the NCOA was utilized in connection with the mailing of the Notices. (Keledjian Decl., Ex. 3 – Islas Decl., ¶ 5.)

On April 17, 2026, Phoenix mailed the Class Notices via First Class U.S. Mail to 3,214 Class Members. The Class Notice advised Class Members that they could submit an exclusion, objection and/or dispute postmarked by June 1, 2026. (Keledjian Decl., Ex. 3 – Islas Decl., ¶¶ 6.)

Phoenix performed 6 address traces on Class Notices returned as undeliverable for the first time using TransUnion TLOxp. Of the six (6) Notices that were skip traced, six (6) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail. As of this date, zero (0) Class Notices were returned by the Post Office with forwarding addresses. (Keledjian Decl., Ex. 3 – Islas Decl., ¶¶ 7.)

The deadline for Class Members to submit a Request for Exclusion, object to the settlement, or dispute pay periods and/or workweeks was June 1, 2026. Re-mailed Class Notices were provided with an extended deadline of 14 days. The latest extended deadline was June 15, 2026. (Keledjian Decl., Ex. 3 – Islas Decl., ¶ 6–7.) As of this date, Phoenix has received zero (0) requests for exclusion, zero objections, and zero disputes regarding employment information from Class Members. (*Id.*)

IV. FINAL SETTLEMENT APPROVAL IS APPROPRIATE

A class action cannot be dismissed or compromised without court approval and notice of any proposed dismissal or compromise must be given to all class members as directed by the court. (*La Sala v. Am. Sav. & Loan Assn*. (1971) 5 Cal.3d 864, 872; see Code Civ. Proc. § 1781(f).) In deciding whether to grant final approval to a proposed class action settlement under Code of Civil Procedure section 382, a court's overriding concern is whether the proposed settlement is "fair, adequate, and reasonable." (*Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1801.)

A. The Settlement is Entitled to a Presumption of Fairness.

A presumption of fairness exists where: (1) a settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Dunk v. Ford Motor Company*, *supra*, 48 Cal.App.4th at p. 1802.)

To prevent fraud, collusion, or unfairness to the class, the settlement or dismissal of a class action requires court approval. (*Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-579.) The purpose of the requirement is the protection of those class members, including the named plaintiff, whose rights may not have been given due regard by the negotiating parties. (*Officers for Justice v. Civil Serv. Com'n of City and County of San Francisco* (1982) 688 F.2d 615, 624.) The trial court has broad powers to determine whether a proposed class action settlement is fair. (*Mallick v. Superior Court* (1979) 89 Cal.App.3d 434.)

At the Final Approval hearing, the Court should consider the relevant factors, such as the strength of the plaintiff's case, the risk, expenses, 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 stage of the proceedings, the experience and views of counsel, and the reaction of the class members to the proposed settlement. (*Officers for Justice*, *supra*, 688 F.2d at p. 624.) "This list is not exhaustive and should be tailored to each case. Due regard should be given to what is otherwise a private consensual agreement between the parties." (*Dunk*, *supra*, 48 Cal.App.4th at p. 1801.)

B. The Settlement Was Reached Through Arm's Length Negotiations

This settlement was reached through arms-length negotiations with an experienced, highly regarded neutral mediator, who is very familiar and experienced with this type of class action in its substance and procedure. The Parties ultimately agreed on the Settlement through the mediator. (Keledjian Decl., ¶ 9.)

C. Sufficient Discovery and Investigation Have Been Completed.

The stage of the proceedings and the amount of discovery completed when the settlement was reached are important factors in determining the fairness, reasonableness, and adequacy of a settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.)

Prior to mediation, Class Counsel devoted substantial time and resources to investigating the factual and legal issues presented by the Action. Counsel conducted a comprehensive evaluation of Plaintiff's claims, researched the applicable wage and hour law, analyzed Defendant's anticipated defenses, and assessed the risks and potential value of the claims. In addition, Class Counsel engaged in formal discovery by preparing and serving discovery responses, reviewing documents and information produced by Defendant, and extensively preparing Plaintiff for his deposition. These efforts required significant attorney time and professional judgment and enabled Class Counsel to develop a thorough understanding of the factual record and the legal issues before participating in settlement negotiations. (Keledjian Decl. ¶ 5.) As a result of this work, Class Counsel entered mediation with sufficient information to meaningfully evaluate the strengths and weaknesses of the case, accurately assess the risks of continued litigation, and negotiate a favorable settlement on behalf of the Settlement Class. The settlement was therefore the product of informed, arm's-length negotiations rather than an early or uninformed compromise. (*Id.* ¶ 6.)

In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action, including engaging in informal discovery. Prior to mediation, Defendant provided extensive documentation of its policies and practices and data related to the claims asserted in this case, including pay and time data for all 2,910 Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiff hired Berger Consulting Group ("BCG"), an expert data analysis group to prepare damage calculations and an exposure analysis for the mediation. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Company, Inc*., (1996) 48 Cal.App.4th 1794 and *Kullar v. Foot Locker Retail, Inc*., 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*"). (*Id*. ¶ 7.)

Based on that experience, the information produced by Defendant, and the expert's calculations, Class Counsel was able to negotiate a sizable recovery for the Class Members.

D. Class Counsel is Experienced and Endorses the Settlement.

Experienced counsel, operating at arm's length, have weighed all of the foregoing factors and endorse the proposed settlement. The view of the attorneys actively conducting the litigation is "entitled to significant weight." (*Fisher Bros. V. Cambridge-Lee Industries, Inc.* (E.D. Pa. 1985) 630 F.Supp.482, 488.) "The recommendations of plaintiffs' counsel should be given a presumption of reasonableness." (*In re Omnivision Techs., Inc.* (N.D. Cal. 2008) 559 F. Supp. 2d 1036, 1043; see *Dunk, supra*, 48 Cal.App.4th at p. 1801.)

Class Counsel has extensive experience in class actions and employment litigation, and specifically in wage and hour class actions. (Keledjian Decl., ¶¶ 40-56.) Class Counsel is experienced and qualified to evaluate the class claims and viability of the defenses. (*Id*.) The recovery for each Class Member is substantial, given the risks inherent in litigation and the defenses asserted.

Class Counsel remain convinced the Settlement is in the best interest of the Class based on a detailed knowledge of the issues, risks of loss, and the negotiations. Nothing has changed since the Court granted Preliminary Approval of the Settlement to negate the presumption of fairness. The affirmative defenses asserted by Defendant, the uncertainty of achieving certification, the prospect of a potential adverse summary judgment ruling, the difficulties of complex litigation, the lengthy process of establishing specific damages, and the perils of litigation affecting the value of the claims, as well as the risks of loss at trial and the various possible delays and appeals were carefully considered by Class Counsel in arriving at the proposed Settlement. (Keledjian Decl. ¶ 23.) Thus, this Settlement is fair, adequate, and reasonable and in the best interests of the Class.

V. THE COURT SHOULD APPROVE THE REQUESTED ATTORNEYS' FEES

A. Plaintiffs Are Entitled to Attorneys' Fees Under California Law.

California law, the court is empowered to award reasonable attorneys' fees and costs when a litigant proceeding in a representative capacity has achieved a "substantial benefit" for a class of persons. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 38 ("*Serrano III*").) There are two methods of calculating attorneys' fees in civil class actions: (1) the lodestar/multiplier method, and (2) the percentage of recovery method. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254; *see also Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 21043, 1047 [citing *In re Wash. Pub. Power Supply Sys. Litig.* (9th Cir.1994) 19 F.3d 1291, 1295–96].)

Class Counsels' fee request is justified under either method. Class Counsel obtained an excellent result for the Class after thorough investigation, litigation, mediation, and finally, negotiation of a settlement. Class Counsel has also expended a substantial amount of work in the case. The positive reaction of the Class further demonstrates that Class Counsel's fee request is reasonable in light of the results achieved.

B. Class Counsel Requests an Award of Fees Based on the Common Fund Doctrine.

Class Counsel seek a fee award for the successful prosecution and resolution of this action, calculated as a percentage of the total value of benefits to Class Members by the settlement, which is an appropriate method for determining an award of attorneys' fees. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent v. Hughes Air West, Inc., supra,* 557 F.2d at p. 769.)

The Common Fund Doctrine is predicated on the principle of preventing unjust enrichment. When a litigant's efforts create or preserve a fund from which others derive benefits, the Court may spread litigation costs proportionally among all the beneficiaries to compensate those who created the fund. "Where the lawsuit results in the recovery of a fund or property benefitting others as well as the plaintiff (e.g., a class action), the court has inherent equitable power to order Plaintiff's attorney's fees paid out of the common fund or property." (*Serrano III, supra,* 20 Cal.3d at p. 35.)

Such fee spreading assures that all those benefited by the litigation pay their fair share of obtaining the recovery. (*Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 26.) "Percentage fees have traditionally been allowed in such common fund cases." (*Id.* at p. 27.) The California Supreme Court has long approved of awarding fees as a percentage of the settlement. (*Serrano III, supra,* 20 Cal.3d at p. 35.) California courts have been expressly authorized to award attorneys' fees so as "**to ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace incomparable litigation**." (*Lealao*, *supra*, 82 Cal.App.4th at p. 50, emphasis added.) As *Lealao* explained, in a representative action, courts must consider the amount of attorney fees typically negotiated in comparable litigation: "Given the unique reliance of our legal system on private litigants to enforce substantive provisions of law through class and derivative actions, attorneys providing the essential enforcement services must be provided incentives roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace, as it will otherwise be economic for defendants to increase injurious behavior. It has therefore been urged (most persistently by Judge Richard Posner) that in defining a 'reasonable fee' in such representative actions the law should 'mimic the market.'" (*Id.* at p. 47.)

In this case, the fees are being paid from the common fund; accordingly, the fee should be awarded to mimic fees freely negotiated in the legal marketplace for comparable common fund cases under *Lealao*. As *Lealao* acknowledged, in cases like this, the percentage-of-the-benefit approach should be considered, because "it better approximates the workings of the marketplace than the lodestar approach." (*Lealao, supra,* 82 Cal.App.4th at p. 49; see also *Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th 1253, 1270 [observing that "attorney fees awarded under the common fund doctrine are based on a 'percentage-of-the-benefit' analysis"].)

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In *Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 503, the California Supreme Court affirmed that trial courts may grant attorneys' fees in a common fund case based on a percentage of the recovery. *Lafitte* held that, "when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created. The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation…—convince us the percentage method is a valuable tool that should not be denied our trial courts." (*Ibid*.)

Thus, California courts have affirmed the continued validity of percentage fee awards in class action cases. Under these principles, a percentage of the common fund fee award is properly based on the total settlement. Class Counsel's application for an award of attorneys' fees in an amount of one-third of the settlement amount created on behalf of the Class is reasonable and fair.

Numerous other courts have recognized the advantages of awarding fees as a percentage of the common fund over the alternative lodestar approach, which usually involves wading through voluminous and often indecipherable time records. (*See*, *e.g.*, *In re Activision Securities Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1375; *see also Lealao, supra,* 82 Cal. App 4th at p. 28 [discussing findings of task force commissioned by the Third Circuit, which concluded that the percentage method is superior].) The Ninth Circuit routinely uses the percentage of the common fund approach to determine the award of attorney's fees. (*See*, *e.g.*, *In re Pacific Enterprises Securities City and County of San Francisco Litigation* (9th Cir. 1994) 47 F.3d 373, 378-79 [approving attorney's fee of 33 1/3%].)

Class Counsel seeks a fee award calculated as a percentage of the Gross Settlement Amount for the successful prosecution and resolution of this action. For Class Counsel, the fees here were wholly contingent in nature, and the case presented far more risk than the usual contingent fee case. There was the prospect of the enormous cost inherent in class action litigation, as well as a long battle with a corporate defendant. Class Counsel risked their time, money, and resources to ensure the successful litigation of this action on behalf of the Class Members. Accordingly, the requested percentage of the common fund is appropriate, and Class Counsel respectfully requests that the Court enter an Order to that effect. (Keledjian Decl. ¶ 32.)

Moreover, the Class Notice mailed to Class Members stated the amount of fees being requested by Class Counsel. Not a single Class Member objected to an award of fees in the amount requested to date. (*Id*. at ¶ 21.)

Finally, the necessity and financial burden of private enforcement render an award appropriate. Without the incentive of an attorneys' fee award, Plaintiffs could not have afforded to hire counsel to pursue this case, as the cost of litigating this matter far outweighed Plaintiffs' potential recovery. (*See Ryan v. California Interscholastic Federation* (2001) 94 Cal.App.4th 1033, 1044 ["As to the necessity and financial burden of private enforcement, an award is appropriate where the cost of the legal victory transcends the claimants' personal interest; in other words, where the burden of pursuing the litigation is out of proportion to the plaintiff's individual stake in the matter."].)

C. Optional Lodestar Cross-Check Confirms Reasonableness of Fees.

California courts have been expressly authorized to award attorneys' fees so as "to ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." (*Lealao, supra*, 82 Cal.App.4th at p. 50.) Specifically, *Lealao* holds that if the court sets fees under a lodestar, the multiplier should consider what counsel would have earned on the free market. The free market is determined by the percentage of the common fund, not the lodestar amount. (*Ibid*.) Accordingly, whatever method the court uses to set fees, the Court is encouraged to look to what the free market would bear under any circumstances. Even if the Court awards fees under the lodestar method, under *Lealao*, the lodestar fees can be adjusted by a multiplier to reflect the percentage of the fund. (*Id*. at pp. 19, 50.)

Once the Court establishes the lodestar amount, it may enhance the fee award by a multiplier in order to make an appropriate fee award. (*Serrano III, supra*, 20 Cal. 3d at p. 48.) The pertinent factors include the difficulty of the questions involved and the skill in presenting them, the contingent nature of the fee award, the extent to which the litigation precluded other employment, and the percentage-of-the-fund the attorney would have received on the fair market. (*Ibid.; Lealao, supra*, 82 Cal.App.4th at p. 49.) However, this list is not exhaustive, and the Court can consider other factors it deems important in setting the multiplier. (*Id.* at p. 40.)

In this case, by the time of the Final Approval hearing, Class Counsel will have worked a total of 192.7 hours on this case, with a lodestar of approximately $170,914.30 (excluding paralegal support). Class Counsel's support staff will have worked 14.2 hours on this case. (Keledjian Decl., ¶ 34, **Ex. 1**.) Class Counsel requests a fee of $382,500.00, which requires a reasonable multiplier of 2.2 ($382,500.00 divided by $170,914.30). The efficiency with which settlement was reached, the excellent results and quality of the settlement, and the contingent risk support the reasonableness of Class Counsel's fee request. (*Id.*)

Moreover, the requested 2.2 lodestar multiplier is consistent with the factors recognized by California courts in determining whether an enhancement is appropriate. (*Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 503 [when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable power awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created]; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 [[t]he purpose of a fee enhancement, or so-called multiplier, for contingent risk is to bring the financial incentives for attorneys enforcing important constitutional rights . . . into line with incentives they have to undertake claims for which they are paid on a fee-for-services basis]; *Wershba v. Apple Computer, Inc*., 91 Cal.App.4th 224, 255 (2001) ["[m]ultipliers can range from 2 to 4, or even higher."])

D. Class Counsel's Hourly Rates Are Reasonable.

D. Law requests an hourly rate of $1,177.00 for Senior Counsel David Keledjian, $610 for former Associate Attorney Kevin Burns, $559.00 for Associate Attorney Svetlana Hovhannisyan, $1,552.00 for Managing Partner David Yeremian, $1,345.00 for Founder and Managing Attorney Emil Davtyan, $750.00 for Associate Attorney David Arakelyan, $625.00 for former Associate Attorney Pola Bernabe, and $688.00 for Associate Attorney Antonia Bliznets.

(Keledjian Decl., ¶¶ 43 – 56.)

A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the relevant community. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) The moving party meets its burden in this regard by submitting "declarations evidencing the reasonable hourly rate for their services and establishing the number of hours spent working on the case" as "California case law permits fee awards in the absence of detailed time sheets." (*Wershba*, 91 Cal.App.4th at 254-55; *Dunk v. Ford Motor* (1996) 48 Cal.App.4th 1794, 1810; *Nightengale v. Hyundai Motors America* (1994) 31 Cal.App.4th 99, 103.) The hours spent and the reasonable hourly compensation are computed to arrive at a "lodestar" figure which may then be augmented or diminished by the court taking into account various "multiplier" factors. (*See Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 622 (citing *Serrano III*, 20 Cal.3d at 48-49).)

The Court may consider other factors when determining a reasonable hourly rate, such as the nature of the work performed, the relevant area of expertise, and the attorney's customary billing rates. (*Flannery v. California Highway Patrol* (1998) 61 Cal App.4th 629, 632.) One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any consumers pay attorneys' fees on an hourly basis for such extensive litigation, thus retainer agreements in such cases are based on a contingency fee relationship. Although there is no customary billing rate, the nature of class action work should be strongly considered by the Court.

Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles and Riverside County areas for attorneys of comparable experience and skill handling complex litigation. Aside from being warranted by our skill, experience and ability, Class Counsel's rates that were used in application of the lodestar cross check in this case are supported by the Laffey Matrix. (Keledjian Decl. ¶ 38, Ex. 6.)

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The rates are also consistent with surveys relied on by other courts. (*Martinez v. Helzberg's Diamond Shops* (C.D. Cal., Sept. 24, 2021, No. EDCV201085PSGSHKX) 2021 WL 9181893, at at *10 [relying on "The Real Rate Report"]; *Gutierrez v. Chopard USA Ltd.* (2022) 82 Cal.App.5th 383, 387 [Unruh Act case affirming award based on Laffey Matrix, available at http://www.laffeymatrix.com/see.html].) (Keledjian Decl., ¶ 39.)

In sum, Class Counsel are attorneys who command a high rate based on their skill and experience. They have had success in class actions, are held in high regard by the legal community, and practice in a niche area. This case required attorneys with great skills and financial backing. To obtain such an attorney on the free market, a client must pay appropriate compensation. Therefore, Class Counsel's requested rate is fair and reasonable.

E. Class Counsel's Hours Are Reasonable.

"Testimony of an attorney as to the number of hours worked on a particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records." (*Martino v. Denevi* (1986) 182 Cal. App. 3d 553, 559.)

Reasonable hours include, in addition to time spent during litigation, the time spent before the action is filed, including time spent interviewing the clients, investigating the facts and the law, and preparing the initial pleadings. (*New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54, 62.) Further, the fee award should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Unruh* (1982) 32 Cal.3d 621, 639.)

Here, Class Counsels' hours are fair and reasonable. By the time of the Final Approval hearing, Class Counsel will have worked a total of 192.7 hours on this case. (Keledjian Decl., ¶ 34, **Ex. 1**.) Class Counsel requests that the Court find that these hours were reasonably expended in this litigation.

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VI. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS.

The request for reimbursement of costs is fair and reasonable. Class Counsel seeks reimbursement of combined costs of $15,384.84 in litigation expenses, which is slightly less than the costs incurred by Class Counsel in this case.[2] (Keledjian Decl., ¶ 28, **Ex. 2**, Itemized Costs.) The Parties' Settlement Agreement provides for reimbursement of reasonable litigation costs. (*Id.*) Class Counsel's request for reimbursement of reasonably incurred, out-of-pocket litigation costs should therefore be granted.

The parties' Settlement Agreement provides for the Administration Costs capped at $24,000.00. Phoenix will proceed with additional tasks related to this matter, such as calculating settlement award payments, issuing and mailing settlement award checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by the Court for Phoenix to undertake. The Administrator's request for fees in the amount of $24,000.00 should therefore be granted. (Keledjian Decl. ¶ 29, **Ex. 3**, Islas Decl. ¶ 13.)

These costs are all litigation related. The authority for the Court to award this is the parties' Settlement Agreement and the applicable Labor Code provisions.

VII. THE CLASS REPRESENTATIVE'S SERVICE PAYMENT IS REASONABLE AND SHOULD BE APPROVED.

A class representative is generally entitled to a fee for service to the Class. (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804.) "Since without a named plaintiff there can be no class action, such compensation as may be necessary to induce him to participate in the suit could be thought the equivalent of the lawyers' nonlegal but essential case-specific expenses, such as long-distance phone calls, which are reimbursable." (*Ibid.; see, e.g., Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393 [approving $10,000 enhancement for each of four named plaintiffs]; *Godfrey v. Oakland Port Services Corp.* (2014)

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[2] This includes Class Counsels' costs to date are $15,384.84, which includes anticipated filing costs of $106.99 for filing this Motion, the Administrator's declaration regarding final distribution, and a Notice of Entry of Order.

230 Cal.App.4th 1267, 1272 [affirming $10,000 enhancement for each of two named plaintiffs]; *Glass v. UBS Financial Services, Inc.* (N.D. Cal., Jan. 26, 2007, No. C-06-4068 MMC) 2007 WL 221862, at *17 [awarding $25,000 enhancement to each of four named plaintiffs].)

"Since without a named plaintiff there can be no class action, such compensation as may be necessary to induce him to participate in the suit." (*Clark v. Am. Residential Services LLC* (2009) 175 Cal.App.4th 785, 804.) "[T]he rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class." (*Id.* at 806.) "An incentive award is appropriate 'if it is necessary to induce an individual to participate in the suit.'" (*Cellphone Term. Fee Cases* (2010) 186 Cal. App. 4th 1380, 1394, quoting *Clark*, *supra*, 175 Cal. App. 4th at 804.)

"[C]riteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 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 (or lack thereof) enjoyed by the class representative as a result of the litigation. [Citation.]" (*Van Vranken v. Atlantic Richfield Co.* (N.D.Cal.1995) 901 F.Supp. 294, 299; see *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958 [class representative enhancements "are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general"].)

The request for the Class Representative's Service Payment of $7,500 for Class Representative Joshua Barrantes is fair and reasonable given the exceptional result achieved on behalf of the Class. (Keledjian Decl., ¶ 26.) The Class Representative's Service Payment is based on their contribution to the Class, risks incurred, stress, benefit of the Settlement to the Class Members, and all other factors presented to the Court and set forth in their declaration in support of Plaintiff's Motion for Preliminary Approval. (See Declaration of Class Representative Joshua Barrantes ["Barrantes Decl."], filed in support of the Motion for Preliminary Approval, attached as **Exhibit 4** to the Keledjian Decl.) This Settlement had a great result: 100% of the money will be paid out because there is no reversion to Defendant, and nearly all of Class Members who received the Class Notice to date are participating in the settlement. There is zero opt-outs to the class portion of the Settlement, to date. (Keledjian Decl. ¶ 24, **Ex. 3** – Islas Decl. ¶ 8–11.)

Class Representative Joshua Barrantes has worked hard at every step of this litigation, remaining in contact with Class Counsels' office throughout the litigation and the settlement process. Mr. Barrantes researched the issues he could bring against Defendants and discussed his causes of actions with his attorneys, including undergoing detailed interviews. He searched for and gathered relevant documents in his possession. He spoke with his attorneys regarding potential witnesses and assisted in preparing for mediation. The Class Representative has helped with all aspects of this litigation and has been diligent and acted above and beyond what is expected of a class representative throughout all stages of the litigation, up to and including Preliminary and Final Approval. As detailed in the Barrantes Decl., Plaintiff estimates that he has spent at least 25 hours this case. (Keledjian Decl., **Ex. 4** – Barrantes Decl. ¶ 10.)

There are few individuals who are willing to act as a class representative and provide the work, diligence, and willingness to assume a substantial risk should the defendant prevail in the case. Here, Plaintiff's willingness to assume the financial risk is significant. California law states that the losing party must pay the prevailing party's cost. As such, if Plaintiff had not prevailed in this case, Plaintiff would have been subjected to a cost award in the amount of tens of thousands of dollars. Accordingly, based on the Plaintiff's contribution and service to the Class and the exceptional results achieved, the Class Representative's Service Payment of $7,500.00 is reasonable and should be approved.

VIII. CONCLUSION

For all the foregoing reasons, Plaintiff respectfully requests that the Court grant final approval of the Class Action and PAGA Settlement.

Dated: July 23, 2026 D.LAW, INC.

By: ______________________________
David Keledjian, Esq.
Svetlana Hovhannisyan, Esq.
Attorneys for Plaintiff, Joshua Barrantes, on behalf of himself and others similarly situated