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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES COUNTY

ANGELICA GARCIA, on behalf of herself and
all others similarly situated

Plaintiff,

vs.

I COLOR PRINTING & MAILING, INC., a
California corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20STCV16093
ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. Timothy Patrick Dillon
DEPT: 15

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

(Declarations of Anthony Draper and Arron
Weisel,[Proposed] Order are concurrently
filed herewith)

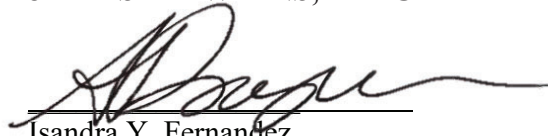
Date: November 18, 2025
Time: 10:00 a.m.
Dept. 15

1 **PLEASE TAKE NOTICE THAT** on November 18, 2025 at 10:00 a.m. in Department
2 15 of the above entitled Court located at 312 N. Spring Street, Los Angeles, CA 90012,
3 Angelica Garcia (“Plaintiff”) will and hereby does move the Court for an Order: (1) granting
4 final approval of the Class Action and PAGA Settlement Agreement and Addendum thereto; 2)
5 approving the maximum settlement amount of Eight Hundred and Seventy Five Thousand
6 Dollars (\$875,000); (3) approving all settlement payments to Participating Class Members and
7 Aggrieved Employees; (4) approving a Class Representative’s Service Payment of Seven
8 Thousand Five Hundred Dollars (\$7,500) to Plaintiff Angelica Garcia; (5) approving Fifty
9 Thousand Dollars (\$50,000) in PAGA penalties; (6) approving costs of administering the
10 Settlement to the Administrator, Simpluris, Inc. in the amount of Seven Thousand Dollars
11 (\$7,000); (7) approving payment Two Hundred and Eighty-Eight Thousand Seven Hundred
12 Fifty Dollars (\$288,750) in attorneys’ fees and total attorneys’ cost of Eighteen Thousand Four
13 Hundred Eighty- Nine Dollars and Fourteen Cents (\$18,489.14).

14
15 This unopposed motion is made pursuant to California Rules of Court Rule 3.769, which
16 requires court approval of the settlement of a putative class action. Further, this Motion will be
17 based on the following: the Memorandum of Points and Authorities set forth herein; the Class
18 Action and PAGA Settlement Agreement attached to the Declaration of Anthony Draper as
19 Exhibit 1; the Declarations of Anthony Draper, Arron Weisel, [Declarations of Anthony
20 Draper and Plaintiff Angelica Garcia previously filed in support of Plaintiff’s Motion for
21 Preliminary Approval], and upon the oral arguments of counsel (should there be any) and upon
22 the complete records and file herein.

23
24 Dated: October 27, 2025

JAMES HAWKINS, APLC

25
26 
Isandra Y. Fernandez
27 Anthony Draper
Attorneys for Plaintiff
28 Angelica Garcia

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Angelica Garcia (“Plaintiff”) seeks final approval of the class action and PAGA
4 settlement agreement reached with Defendant I Color Printing & Mailing, Inc. (hereinafter
5 “Defendant” and/or I COLOR”) (Plaintiff and Defendant collectively, the “Parties”).

6 On July 29, 2025, this Court preliminarily approved the settlement amount of Eight
7 Hundred and Seventy- Five Thousand Dollars (\$875,000) as being fair, adequate, and
8 reasonable. Further, this Court preliminarily appointed Plaintiff’s counsel, James Hawkins,
9 Isandra Fernandez, and Anthony Draper of James Hawkins APLC as Class Counsel, the named
10 Plaintiff Angelica Garcia as Class Representative, and preliminarily certified the Class defined
11 as: All current and former employees of I COLOR who worked in the state of California in an
12 hourly, non-exempt capacity at any time between April 24, 2016 through April 29, 2024. The
13 Court also preliminarily approved Simpluris, Inc. (“Simpluris”) as the Administrator.

14 On September 8, 2025, the Parties notified the Class Members about the settlement
15 through the Settlement Administrator, Simpluris (Declaration of Arron Weisel from Simpluris
16 (“Weisel Decl.” ¶ 8.) The deadline for requests for exclusions from and objections to the
17 Settlement expired October 23, 2025, forty-five (45) days after the mailing (Weisel Decl., ¶ 11.)
18 As previously set forth in Plaintiff’s Motion for Preliminary Approval (“Preliminary Approval
19 Motion”), this is a cash settlement with no reversionary aspect. Every Class Member who has
20 not opted out of the Settlement will automatically be mailed an individual settlement payment.

21 Most importantly, the Settlement and all its terms received overwhelming support from
22 the Class Members. Specifically, out of the Three Hundred Fifty (350) Class Members, there
23 are Zero (0) requests for exclusion and Zero (0) objections to the settlement. (Weisel Decl., ¶¶
24 12,13.) Therefore, Plaintiff respectfully requests the Court grant final approval of the
25 Settlement, Class Counsel’s requested Attorney Fees and Costs amounts, Class Representative’s
26 Service Award payment, Administrator Costs payment, and the PAGA Penalties in the amounts
27 preliminarily approved by the Court and as fully disclosed to Class Members.
28

1 **II. LITIGATION AND SETTLEMENT**

2 **A. Pleadings**

3 On April 24, 2020, Plaintiff filed a wage and hour class action in Los Angeles County
4 Superior Court on behalf of herself and all current and former non-exempt California
5 employees, based on allegations that Defendant: (1) failed to pay all lawful wages owed
6 including proper overtime; (2) failed to provide statutorily compliant rest and meal periods
7 and/or to pay one (1) hour of compensation at the employees regular rate of pay for each
8 workday that a compliant meal period and/or rest period was not properly provided; (3) failed to
9 timely pay all wages owed at the termination of employment; (4) failed to provide accurate
10 itemized wage statements; (5) failed to reimburse business related expenses; and (6) UCL
11 violations (See concurrently filed Declaration of Anthony Draper “Draper Decl.”, ¶ 2.)

12 On April 24 2020, Plaintiff also gave notice to Defendant and the Labor Workforce
13 Development Agency (“LWDA”) of her intention to either file a PAGA complaint or amend her
14 existing complaint to include a PAGA claim. (Draper Decl., ¶ 3.) On July 2, 2020 Plaintiff filed
15 a First Amended Complaint (“FAC”) adding a cause of action for PAGA violations (Draper
16 Decl., ¶ 4.) The FAC is the Operative Complaint in the Action. (*Id.*)

17 **B. Discovery and Mediation**

18 As discussed in the Preliminary Approval Motion, Class Counsel conducted a thorough
19 investigation into the factual and legal issues implicated by Plaintiff’s claims and was able to
20 objectively assess the settlement’s reasonableness through exchange of informal discovery.
21 Specifically, through both formal and informal discovery, Defendant produced extensive
22 documentation, including, but not limited to, employment records, policies, time and wage
23 records, employment and operations practices, and procedures documents, composite data, as
24 well as time and pay data for a sample of Class Members during the Class Period, and other
25 detailed information relevant to the claims in the Action. (Draper Decl., ¶ 5.) The Parties’
26 attorneys also engaged in numerous discussions about the strengths and weaknesses of the
27 claims and defenses in the Action. Plaintiff also had many of these records analyzed by an
28 expert. (*Id.*)

1 On September 28, 2022, Plaintiff and Defendant participated in a full-day mediation
2 presided over by experienced wage and hour class action and PAGA mediator Steve Serratore.
3 (Draper Decl., ¶ 6.) An agreement was not reached at the conclusion of the mediation (*Id.*)
4 However, the Parties continued to engage in settlement discussions with the assistance of the
5 mediator and exchanged updated class data in the process. On or about March 7, 2024, the
6 Parties accepted a mediator's proposal and thus were able to finally reach a settlement (Draper
7 Decl., ¶ 7.) The Parties then exchange drafts of the Memorandum of Understanding ("MOU")
8 and engaged in discussions regarding the same. (*Id.*) The MOU was executed by the Parties on
9 or about July 5, 2024. (*Id.*) Thereafter, the Parties exchanged multiple drafts of the proposed
10 settlement agreement and class notice documents and engaged in numerous communications
11 regarding the settlement terms (Draper Decl., ¶ 8.) The final terms and provisions of the
12 settlement agreement were approved and executed by all the parties on or about January 2025
13 (Draper Decl., ¶ 9.; Exhibit 1.- Class Action and PAGA Settlement Agreement ("Settlement
14 Agreement"))

15 **C. The Preliminarily Approved Settlement**

16 On January 16, 2025, Plaintiff filed the Motion for Preliminary Approval of Class
17 Action and PAGA Settlement scheduled to be heard on July 15, 2025. At the hearing, the Court
18 set forth issues that the Parties were required to address by revising the Settlement Agreement
19 and Class Notice. (Draper Decl., ¶ 10.) As a result, the Parties drafted an Addendum to the
20 Settlement Agreement and Plaintiff filed a Supplemental Declaration, in support of the
21 Preliminary Approval Motion, attaching said Addendum and a revised Class Notice to comply
22 with the Court's requests. (Draper Decl., ¶ 11; Exhibit 2.- Addendum to Settlement Agreement)

23 On July 29, 2025, the Court entered the Order granting preliminary approval of the
24 Settlement Agreement and preliminarily appointed Class Counsel (James R. Hawkins, Isandra
25 Fernandez and Anthony Draper of James Hawkins APLC), the Class Representative (Angelica
26 Garcia), and the Settlement Administrator (Simpluris) The Court also approved the proposed
27 Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval
28

1 (“Class Notice”) Now that administration has been completed, subject to the Court’s final
2 approval, the fees and expenses will be paid from the Gross Settlement Amount (“GSA”) of
3 \$875,000 as follows:

4 1. Subject to Court approval, Class Counsel shall be paid a Class Counsel Fees
5 Payment of not more than 33% of the GSA, which is currently estimated to be Three Hundred
6 and Six Thousand Two Hundred Fifty Dollars (\$288,750) and a Class Counsel Litigation
7 Expenses Payment of Eighteen Thousand Four Hundred Eighty- Nine Dollars and Fourteen
8 Cents (\$18,489.14). (Settlement Agreement, ¶ 3.2.2.)

9 2. Subject to Court approval, the named Plaintiff and Class Representative
10 Angelica Garcia will be paid Seven Thousand Five Hundred Dollars (\$7,500) from the
11 Settlement Amount for a general release of her claims and for serving as a Class Representative.
12 (Settlement Agreement, ¶ 3.2.1.)

13 3. Subject to Court approval, the Administrator, Simpluris, will receive an
14 Administration Expenses Payment of Seven Thousand Dollars (\$7,000) (Settlement Agreement,
15 ¶ 3.2.3.)

16 4. Subject to Court approval, Defendant shall pay PAGA Penalties in the amount of
17 Fifty Thousand Dollars (\$50,000) allocated from the GSA, with 75% (\$37,500) allocated to the
18 LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.
19 (Settlement Agreement, ¶ 3.2.5.)

20 5. Subject to Court approval, tax allocation shall be: 10% of each Participating Class
21 Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage
22 Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-
23 2 Form. The remaining 90% of each Participating Class Member’s Individual Class Payment
24 will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”).
25 The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099
26 Forms (Settlement Agreement, ¶ 3.2.4.1)

1 **D. Dissemination of Notice Packet**

2 On September 4, 2025, Defendant’s counsel provided Simpluris with the class data file,
3 for Three Hundred Fifty (350) individuals containing the names, social security numbers, last
4 known mailing addresses, and the total number of relevant workweeks worked by each
5 Settlement Class Member. (Weisel Decl., ¶ 5.) The mailing addresses contained in the Class
6 List were processed and updated utilizing the National Change of Address Database (“NCOA”).
7 (Weisel Decl., ¶ 7.) On February 4, 2025, the Class Notice was mailed to all 350 Class
8 Members via First Class in English and Spanish. (Weisel Decl., ¶ 8.) A total of Twenty-Nine
9 (29) Class Notices were returned by the post office. Simpluris performed an advanced address
10 search (i.e. skip trace) through which it was able to locate One (1) updated addresses and
11 Simpluris mailed a Class Notice to the updated address. (Weisel Decl., ¶ 9.) Ultimately,
12 Twenty-Eight (28) Notices were deemed undeliverable. (*Id.*)

13 **E. The Settlement Provides Reasonable Compensation to the Class Members**

14 Even without the presumption of fairness and reasonableness, the Settlement is clearly
15 well within the range of reasonableness. All Class Members will be paid their portion of the Net
16 Settlement Amount (“NSA”). Subject to Court approval, the NSA available to pay the Class is
17 approximately \$ 515,760.86. (Weisel Decl., ¶ 16.) All 350 Class Members are to be paid
18 Individual Settlement Amounts out of the NSA. (Weisel Decl., ¶ 15.) The *highest* estimated
19 Individual Settlement Amount is \$4,739.47, the *average* estimated Individual Settlement
20 Amount is \$1,437.89, and the *lowest* estimated Individual Settlement Amount is \$4.88. (Weisel
21 Decl., ¶ 17.) These are clearly not nominal amounts. Also, subject to Court approval, the highest
22 estimated individual PAGA payment is \$91.52, the estimated *average* individual PAGA
23 payment is \$41.12, and the estimated *lowest* individual PAGA share is approximately \$.20.
24 (Weisel Decl., ¶ 19.)

25 The Settlement clearly is within the range of reasonableness as thoroughly discussed in
26 detail in the motion for preliminary approval, and as considered by the Court in granting
27 preliminary approval. As explained at preliminary approval, accounting for the risks of
28

1 continued litigation, Plaintiff determined that a settlement amounting to \$1,250,000 was fair and
2 reasonable. The specific details of the claims and their valuations addressed in the Motion for
3 Preliminary Approval are set forth in the Declaration of Anthony Draper filed in support of said
4 Motion. (Draper Decl.in support of Preliminary Approval, ¶¶13-14.) This is a fair and
5 reasonable recovery far exceeding settlements previously approved by Courts. (*See, e.g., In re*
6 *Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231, 256-58 (D. Del. 2002) (recognizing that a
7 reasonable settlement amount can be 1.6% to 14% of the total estimated damages); *In Re*
8 *Armored Car Antitrust Litig.*, 472 F. Supp. 1357, 1373 (N.D. Ga. 1979) (settlements with a
9 value of 1% to 8% of the estimated total damages were approved); *In Re Four Seasons Secs.*
10 *Laws Litig.*, 58 F.R.D. 19, 37 (W.D. Okla.1972) (approving 8% of damages); *Balderas v.*
11 *Massage Envy Franchising, LLP*, 2014 WL 3610945, at *5 (N.D. Cal. July 21, 2014) (finding
12 that settlement which amounted to 8% of maximum recovery “[fell] within the range of possible
13 initial approval based on the strength of plaintiff’s case and the risk and expense of continued
14 litigation.”); *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal. 2008)
15 (approving settlement of 6% to 8% of estimated damages).¹

17 Through her counsel, Plaintiff took into consideration the significant risks that class
18 certification could be denied on the central claim, that the claims would be referred to individual
19 binding arbitration for the majority of the putative class members and/or that a merits decision
20 on the central claim would not favor the Class. (Draper Decl., ¶ 12.) Plaintiff’s counsel also

21 ¹ See also *In re Uber FCRA Litig.*, No. 14-cv-05200-EMC, 2017 U.S. Dist. LEXIS 101552, at *23- 24 (N.D. Cal.
22 June 29, 2017) (granting preliminary approval to class action settlement where gross settlement fund, prior to
23 deducting attorneys’ fees and services awards, was valued at 7.5% or less of total possible verdict); *Viceral v.*
24 *Mistras Grp., Inc.*, No. 15-cv-02198-EMC, 2016 U.S. Dist. LEXIS 140759, at *21 (N.D. Cal. Oct. 11, 2016)
25 (granting preliminary approval to class action settlement representing “8.1% of the full verdict value” with net
26 settlement amount representing approximately 5.3% of full verdict value); *Stovall-Gusman v. W.W. Granger, Inc.*,
27 No. 13-cv-02540-HSG, 2015 WL 3776765, at *4 (N.D. Cal. June 17, 2015) (granting final approval to settlement
28 with net recovery to Plaintiffs valued at 7.3% of potential maximum recovery); *Cruz v. Sky Chefs, Inc.*, No. 12-cv-
02705-DMR, 2014 WL 7247065, at *5 (N.D. Cal. Dec. 19, 2014) (granting final approval where gross settlement
amount represented 8.6% of the maximum potential recovery from the class claims and estimated amount
distributable to class after accounting for attorneys’ fees and other deductions represented approximately 6.1% of
maximum potential recovery); *In re LDK Solar Sec. Litig.*, No. 07-cv-05182-WHA, 2010 WL 3001384, at *2 (N.D.
Cal. July 29, 2010) (granting final approving where “[t]he proposed settlement amount is [. . .] only about five
percent of the estimated damages before fee and costs—even before any reduction thereof for attorney’s fees and
costs.”).

1 considered the expense and length of continued proceedings necessary to continue the Action
2 against Defendant through trial and any possible appeals and the difficulties in establishing the
3 alleged damages. (*Id.*) The settlement is fair, reasonable, and adequate, given the significant
4 risks to Plaintiff and Class Members of prevailing on class certification or at trial, and thus
5 leaving employees with no recovery. (*Id.*)

6 **III. FINAL SETTLEMENT APPROVAL IS APPROPRIATE**

7 The law favors settlement, particularly in class actions and other complex cases in which
8 substantial resources can be conserved by avoiding the time, cost and rigors of formal litigation.
9 (*City of Seattle* 955 F.2d at 1276; *Potter v Pacific Coast Lumber Company*, (1951) 37 Cal. 2d.
10 592, 602-603.; 4 NEWBERG §11.41.) When faced with a motion for final approval of a class
11 action settlement under *Code of Civil Procedure* §382, a court inquires whether the settlement is
12 “fair, adequate, and reasonable.” (*See e.g., Munoz v. BCI Coca-Cola Bottling Co. of Los*
13 *Angeles*, (2010) 186 Cal. App. 4th 399, 407-408; *Kullar v. Foot Locker Retail, Inc.* (2008) 168
14 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor Company*, (1996) 48 Cal.App.4th 1794, 1801.)

15 **A. This Court Preliminarily Found This Settlement to be Fair, Adequate and** 16 **Reasonable and Nothing Has Changed to Disturb That**

17 Before granting final approval of a class action settlement, courts must determine that
18 the proposed settlement is fair, reasonable, and adequate — and not a product of fraud,
19 overreaching, or collusion.(Cal. R. Ct. 3.769 (g); Cal. Civ. Pro. Code § 382; *Dunk v. Ford*
20 *Motor Co., supra*, 48 Cal.App.4th at 1801.) Courts must presume that a settlement is fair,
21 reasonable, and adequate, and thus appropriate for Final approval when the following three
22 factors are satisfied: (1) the Parties reached settlement via arms-length negotiations; (2) counsel
23 conducted sufficient investigation and discovery to allow themselves and the court to act
24 intelligently; and (3) counsel is experienced in similar litigation (*Id.* at 1802.)(*See also 7-Eleven*
25 *Owners for Fair Franchising v. Southland Corp.*, (2000) 85 Cal. App. 4th 1135, 1146.) Further,
26 as discussed below, although not determinative, courts consider the percentage of objectors in
27 determining whether a presumption of fairness exists. (*Id.*) There is no question that these
28

1 factors are satisfied here. The Parties conducted a sufficient amount of formal and informal
2 discovery, participated in private mediation, and numerous conferences of counsel that
3 ultimately led to an arms-length settlement that provides for substantial recovery. Moreover, out
4 of 350 Class Members there were 0 requests for exclusion from, and 0 objections to, the
5 Settlement. (Weisel Decl., ¶¶ 12-13.)

6 **B. The Settlement Resulted From Non-Collusive, Arms-Length Negotiations**

7 There certainly is no collusion between the Parties. As discussed in the Preliminary
8 Approval Motion and herein, the Parties participated in a full day mediation with Steve
9 Serratore., Esq. (Draper Decl., ¶ 6.) Armed with all of the relevant information and the help of
10 a highly experienced mediator, counsel for the Parties engaged in lengthy, serious, and
11 meaningful negotiations which has resulted in the Settlement Agreement. The involvement of a
12 neutral third-party mediator is a factor that favors approval and evidences the presumptive
13 fairness of the arms-length negotiations. Indeed, courts should give considerable weight to the
14 competency and integrity of counsel and the involvement of a neutral mediator in assuring
15 themselves that a settlement agreement represents an arms-length transaction entered without
16 self-dealing or other potential misconduct. (*Kullar v. Foot Locker, supra*, 168 Cal. App. 4th at
17 129.)
18

19 **C. The Settlement is Supported by Substantial Investigative and Discovery**
20 **Efforts**

21 As discussed in the preliminary approval papers, supporting declaration and herein,
22 Class Counsel analyzed a significant amount of information that Defendant produced through
23 informal discovery and in preparation for mediation (Draper Decl., ¶ 5.) The Parties have
24 conducted significant investigation of the facts and law during the prosecution of the Action.
25 Class Counsel's research enabled them to pinpoint the relevant issues and claims and to assess
26 potential liability and damages. These efforts resulted in the Parties achieving a resolution on
27 favorable terms, as was evidenced during mediation and negotiations leading to Settlement.
28

1 **D. Class Counsel is Experienced in Similar Litigation**

2 The endorsement of qualified and well-informed counsel of the settlement as fair is
3 entitled to significant weight. (*See Dunk, supra*, 48 Cal.App.4th at 1802.) As discussed in the
4 preliminary approval papers and set forth in the declaration of Class Counsel, Class Counsel
5 have represented, mediated, and settled other employee class actions in wage and hour litigation
6 and have knowledge of the strengths and weaknesses of the claims against Defendant and the
7 benefits of the proposed settlement under the circumstances of the case. (Draper Decl., ¶¶ 13-
8 18.) Class Counsel contends that the Settlement is fair, adequate, reasonable, and in the best
9 interests of the Class as a whole.

10 **E. Class Members' Positive Reaction to the Settlement Favors Final Approval**

11 Finally, courts look at the reaction of class members to determine if a settlement that
12 directly affects their interests should be approved as fair, adequate, and reasonable. As noted
13 above, out of 350 Class Members, there were 0 requests for exclusion and 0 objections. (Weisel
14 Decl., ¶¶ 12-13.)

15 A court may appropriately infer that a class action settlement is fair, adequate, and
16 reasonable even when class members object to it. Indeed, a court may approve a class action
17 settlement as fair, adequate, and reasonable even over the objections of a significant percentage
18 of class members. (*See Boyd v. Betchel Corp.* (D.C. Cal 1976) 485 F. Supp. 610, 624. *Reed v.*
19 *General Motors*, (5th Cir. 1983) 703 F.2d 170, 174; *In re Wash. Pub. Power Supply System Sec.*
20 *Litig.*, (D. Ariz. 1989) 720 F. Supp. 1379, 1394.) In this case, there were no objections to the
21 Settlement. The Court should construe this as a further indication of Class Members' support
22 for the Settlement as fair, adequate, and reasonable.

23 **IV. CLASS REPRESENTATIVE ENHANCEMENT PAYMENT IS**
24 **REASONABLE**

25 The settlement provides for Class Representative Enhancement to be paid to the named
26 Plaintiff and Class Representative. The purpose is to provide an additional incentive payment,
27 taking into consideration the risks, time and effort in coming forward to fulfill all the duties
28

1 associated with being a Class Representative. Awarding incentive awards to compensate named
2 plaintiff in class actions has been specifically recognized. (See, e.g., *Clark v. American*
3 *Residential Services, LLC* (2009) 175 Cal App 4th 785, 804 (incentive awards to named
4 Plaintiffs appropriate for participation in class action); *Bell v Farmers Ins. Exchange* (2004)
5 115 Cal App 4th 715, 726 (upholding “service payments” to named plaintiffs for their efforts
6 in bringing class case).

7 As stated by the Court of Appeal in the *Cellphone Termination Fee Cases*: incentive
8 awards are "intended to compensate class representatives for work done on behalf of the class,
9 to make up for financial or reputational risk undertaken in bringing the action, and, sometimes,
10 to recognize their willingness to act as a private attorney general." (*Cellphone Termination Fee*
11 *Case*, (2010) 186 Cal. App. 4th 1380, 1394 (approving an incentive award of \$10,000).

12 The Class Representative Service Enhancement is intended to compensate named
13 Plaintiff Angelica Garcia as Class Representative for her willingness to accept the
14 responsibility of representing the interests of all Class Members. The purpose is to provide an
15 incentive payment, taking into consideration the risks, time, and effort expended by her in
16 coming forward to provide invaluable information and to litigate this matter on behalf of all
17 Class Members. (See Declaration of Angelica Garcia (“Garcia Decl.”) filed in support of
18 Motion for Preliminary Approval. The Class Representative Enhancement is also in
19 consideration for executing a general release of all her claims against Defendant (Garcia Decl.,
20 ¶ 6.)

21 Plaintiff also risked potential judgment against her if this case had been unsuccessful. In
22 class action losses, class representatives are deemed the losing party that is liable for the
23 prevailing party’s costs.(*Earley v. Superior Court* (2000) 79 Cal. App. 4th 1420, 1433-1434.)
24 Finally, Plaintiff also risked this lawsuit having a negative impact on future employment
25 opportunities, as prospective employers may be less inclined to hire an employee who has
26 served as a class representative. (Garcia Decl., ¶ 9.) (See, e.g. *Staton v. Boeing* (9th Cir. 2003)
27
28

327 F.3d 938, 977.) As such, Plaintiff respectfully requests that this Court approve the Class Representative Enhancement in the amount of \$7,500.

V. CLASS COUNSEL’S REQUEST FOR FEES IS REASONABLE

Subject to court approval, this settlement amount of \$875,000 includes an allocation of \$288,750 in Class Counsel Fees. Plaintiff and class members are entitled to recover their attorneys’ fees and costs. (Labor Code §2802; Code Civ. Proc. §1021.5(a); *Earley v. Super. Ct.*, (2000) 79 Cal.App.4th 1420.) A fee award is justified when class benefits are obtained via settlement. (*Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1290-91; *Westside Cty. for Indep. Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 352-53.) Fee awards may be based on (1) the percentage-of-the-benefit method; or (2) the lodestar plus multiplier method. (See *Wershba v. Apple Computer Inc.* (2001) 91 Cal. App. 4th 224, 254; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 27.) Both methods are proper in California, with courts often only using a lodestar-multiplier method as a check against the reasonableness of a percentage fee award. (See, e.g., *Serrano v. Priest (Serano III)*, (1977) 20 Cal.3d 25, 48-49 fn. 23; *People ex rel. Dept. of Transportation v. Yuki* 31 (1995) Cal. App. 4th 1754, 1769-1772; *Salton Bay Marina, Inc. v. Imperial Irrigation Dist.* (1985) 172 Cal. App. 3d 914, 954.)

A. Class Counsels’ Requested Fees Are Reasonable Under the Lodestar/Multiplier Analysis

When fees are allocated by percentage method, courts have discretion to “cross-check” the fees awarded through the lodestar method. However, the Supreme Court in *Laffitte v. Robert Half Internat. Inc.*, 1 Cal. 5th at 505, “emphasize[d] [that] the lodestar calculation, when used in this manner, does not override the trial court’s primary determination of the fee as a percentage of the common fund and thus does not impose an absolute maximum or minimum on the potential fee award.”

In determining the outcome of a fee award in a class action matter, one of the main benchmarks to consider is the result for the class. The Supreme Court has said that in an award of attorney’s fees the “most critical factor is the degree of success obtained.” (*Hensley v.*

1 *Eckerhart* (1983) 461 U.S. 424, 436.) The “benefit obtained for the class” is considered the
2 “foremost” consideration in determining the appropriate fee in a common fund case. (*In Re*
3 *Bluetooth*, 654 F.3d at 942.)

4 The lodestar-multiplier method begins with a calculation of time spent and reasonable
5 hourly compensation of each attorney and paralegal who worked on the case. Then to
6 compensate counsel for risk, quality, and result, courts commonly apply a "multiplier" to the
7 lodestar in awarding attorneys' fees. California courts often increase the base lodestar with a
8 multiplier after considering: (1) the continuing obligation of Plaintiff’s counsel to devote time
9 and effort to the litigation; (2) the extent to which the litigation precluded other employment by
10 the attorneys; (3) the contingent nature of the fee agreement, both from the point of view of
11 eventual success on the merits and securing an award; (4) the experience, reputation, and ability
12 of the attorneys who performed the services, and the skill they displayed in litigation; (5) the
13 amount involved and the results obtained on behalf of the class by Plaintiff’s counsel; and (6)
14 the reaction of the class members. (*See, e.g. Serrano, supra*, 20 Cal. 3d at 49; *Dunk v. Ford*
15 *Motor Co., supra*, 48 Cal. App. 4th at 1810 n.21.) However, no rigid formula applies, and each
16 factor should be considered only “where appropriate.” (*See Dept. of Transp. v. Yuki*, (1995) 31
17 Cal. App. 4th 1754, 1771; *See also Serrano, supra*, 20 Cal.3d at 49.)

18
19 **1. Time and Effort**

20 Class Counsel, who are experienced wage and hour class action attorneys, have put a
21 significant number of hours in this case. Class Counsel had to conduct substantial investigation,
22 research numerous issues, oppose a motion to compel arbitration by Defendant, review and
23 analyze policies, independently analyze time records, and wage statements, as well as dedicate
24 substantial time to analyze data, time records and payroll records (Draper Decl., ¶ 5.) Those
25 efforts, along with negotiating settlement, attempting to obtain preliminary approval, preparing
26 and filing the final approval papers, required a significant amount of time and labor (*Id.*)

27 Since on or about March 2020, prior to the inception of the filing of this lawsuit on April
28 24, 2020, the total amount of attorney time estimated to have been expended thus far, and

1 estimated to be expended in finalizing this matter is 211.6 hours and Class Counsel's total
2 lodestar is \$179,590 with an approximate multiplier of 1.6. (Draper Decl., ¶ 21.)

3 Similar multipliers have been found to be reasonable (*Moreno v. Pretium Packaging*
4 *L.L.C.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-SB, 2021 [finding a multiplier of 2.57
5 reasonable "in light of the contingent nature of recovery, the complexity of the issues, and the
6 result obtained"].) Further, courts have defined reasonable multipliers on a lodestar cross-check
7 to "range from 2 to 4 or even higher." (*Wershba v. Apple Computer, Inc.* 91 Cal. App. 4th 224,
8 255 (2001). Courts have also approved a multiplier over 9. *See Weiss v. Mercedes-Benz of N.*
9 *Am., Inc.*, 899 F. Supp. 1297, 1304 (D.N.J. 1995) (9.3 multiplier), *aff'd*, 66 F.3d 314 (3d Cir.
10 1995). Here, the tasks and work performed by Class Counsel were reasonable and necessary to
11 the prosecution of this case and justified, particularly in light of the result achieved).
12 Accordingly, Class Counsel's requested multiplier of 1.6 and fee request of \$ 288,750 is
13 reasonable, fair, and should be awarded.
14

15 **2. Extent Litigation Precluded Other Employment**

16 Inherent to class action litigation is the amount of time and labor required to properly
17 adjudicate the case. From start to settlement, judgment or verdict, class action litigation
18 commands commitment, an extensive amount of time, labor and resources to successfully
19 litigate. Although this litigation did not conclusively preclude other employment it did impact
20 Class Counsels' ability to take on other class action cases. Class Counsel work in a boutique
21 law firm with few attorneys and staff. (Draper Decl., ¶ 15.)

22 **3. Contingent Nature of the Agreement**

23 In *Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1132, the court noted, the economic
24 rationale for contingency cases has been explained as follows: "A contingent fee must be higher
25 than a fee for the same legal services paid as they are performed. As discussed further below,
26 the contingent fee compensates the lawyer not only for the legal services he renders but also for
27 the loan of those services. The implicit interest rate on such a loan is higher because the risk of
28 default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher

1 than that of conventional loans.” (Posner, *Economic Analysis of Law* (4th ed. 1992) pp. 534,
2 567.) “A lawyer who both bears the risk of not being paid and provides legal services is not
3 receiving the fair market value of his work if he is paid only for the second of these functions. If
4 he is paid no more, competent counsel will be reluctant to accept fee award cases.” *Id.* Here,
5 Class Counsel took the matter on a contingent basis (Draper Decl., ¶ 22.)

6 **4. Experience, Reputation, and Ability of Plaintiff’s Counsel**

7 Class Counsel also has considerable experience and has demonstrated competence with
8 litigating wage and hour class actions. (Draper Decl., ¶¶ 13-19.) Class Counsel’s skill and
9 experience in litigating wage and hour class actions, in state and federal forums, contributed to
10 the results obtained on behalf of the putative class members (*Id.*)

11 **5. Results Obtained on Behalf of the Class by Plaintiff’s Counsel**

12 The award of attorney fees should reflect the successful outcome of the case (*Hensley v.*
13 *Eckerhart*, (1983) 461 U.S. 424,440.) As already discussed herein and in the preliminary
14 approval motion, this case involves numerous and difficult issues largely precluding a clear-cut
15 outcome as to liability. There also were significant class certification issues stemming from the
16 fact concerning whether individual issues predominate and whether class member declarations
17 and statistical samplings can support certification. Defendant recognized the uncertainty of
18 Plaintiff’s claims and vigorously disputed liability, Class Counsels’ ability to obtain
19 certification, and the amount of damages. Nevertheless, despite the obstacles as already
20 discussed in the preliminary approval motion and herein, Class Counsel obtained significant
21 financial compensation for the class members. None of the Class Members opted out of the
22 Settlement. Thus, all 350 Class Members are to be paid Individual Class Settlement Amounts
23 out of the NSA. (Weisel Decl., ¶¶ 12, 15.) The *highest* estimated Individual Settlement Amount
24 is \$4,739.47, the *average* estimated Individual Settlement Amount is \$1,437.89, and the *lowest*
25 estimated Individual Settlement Amount is \$4.88. (Weisel Decl., ¶ 17.)
26
27
28

1 Despite the complexity of the case, Class Counsel have, through the investment of
2 substantial effort, and the resources of their boutique law firm, been able to secure an excellent
3 Settlement on behalf of the Class Members.

4 **6. Reaction of Putative Class Members**

5 As already discussed herein, the reaction of the Class Members has been positive.
6 Specifically, not one of the Class Members objected to Class Counsel's request for attorneys'
7 fees there were no requested exclusion which also provides compelling evidence that the request
8 is fair, adequate, and reasonable.

9 In sum, based on the six factors discussed above, Class Counsel's lodestar in this action
10 should be enhanced by the application of a multiplier of 1.6. Additionally, by settling this case
11 prior to trial rather than continuing to litigate issues that remain somewhat unsettled, counsel
12 obtained exceptional results for the class at far less expense to the parties, the counsel and to
13 this Court. Accordingly, a positive multiplier of Class Counsels' lodestar is further warranted.
14 "Considering that our Supreme Court has placed an extraordinarily high value on settlement, it
15 would seem counsel should be rewarded, not punished, for helping to achieve that goal."
16 (*Lealao, supra*, 82 Cal. App. 4th at 52.) Multipliers of two to four are commonplace in
17 California class actions and can range even higher. (*Wershba, supra*, 91 Cal. App. 4th at 255; *In*
18 *re California Indirect Purchases* (October 22, 1998) WL1031494 at * 10, fn 5.) Again, in this
19 case, as noted above, a multiplier is both necessary and appropriate.
20

21 **B. Class Counsels' Requested Fees Are Reasonable Under the Percentage of**
22 **the Benefit Method.**

23 **1. Attorney's Fees Should be Based Upon the Total Benefit to the Class.**

24 Under California law, courts have the discretion to award fees under the percentage
25 method when fees are drawn from an ascertainable fund. *See Laffitte v. Robert Half Int'l*, (2016)
26 1 Cal. 5th 480, 503 ("*Laffitte IP*") ("We join the overwhelming majority of federal and state
27 courts in holding that when class action litigation establishes a monetary fund for the benefit of
28 the class members, and the trial court in its equitable powers awards class counsel a fee out of

1 that fund, the court may determine the amount of a reasonable fee by choosing an appropriate
2 percentage of the fund created.”). The common fund method “better approximates the workings
3 of the marketplace than the lodestar approach” in setting the price of contingent fees. See
4 *Lealao v. Beneficial Cal. Inc.*, (2000) 82 Cal. App. 4th 19, 48 (“*Lealao*”). The percentage
5 method “provide[s] incentives roughly comparable to those negotiated in the private bargaining
6 that takes place in the legal marketplace.” (*Id.*)

7 The primary benefit of the percentage method is that it focuses on the benefit conferred
8 on the class as a result of the efforts of Class Counsel. Awarding Class Counsel fees based on a
9 percentage of the recovery has the advantages of eliminating the incentive for attorneys to
10 increase hours unnecessarily, encouraging early settlement of disputes, and preserving judicial
11 resources otherwise used to monitor attorneys’ billable hours. See *In re Activision Sec. Litig.*,
12 (N.D. Cal. 1989) 723 F. Supp. 1373, 1378-79; *MANUAL FOR COMPLEX LITIGATION* 4th ed.
13 §14.121 (2004) (“in practice, the lodestar method is difficult to apply, time consuming to
14 administer, inconsistent in result. . . capable of manipulation,... [and] creates inherent incentive
15 to prolong the litigation”); See also *In re Quantum Health Resources, Inc.* (C.D.Cal. 1997) 962
16 F.Supp. 1254, 1256 (noting that lodestar “creates an incentive to keep litigation going in order
17 to maximize the number of hours included in the court’s lodestar calculation”).

18 The percentage of the fund method survives in California class action cases. *Laffitte v*
19 *Robert Half Intern, Inc.* (2016) 1 Ca. 4th 480, 506. [See also. *Chavez v. Netflix, Inc.*, (2008) 162
20 Cal. App. 4th 43 at 65, 66; *Consumer Cause, Inc. v. Mrs. Gooch's Natural Food Markets, Inc.*,
21 (2005) 127 Cal. App. 4th 387, 397 [the common fund doctrine is “frequently applied in class
22 actions when the efforts of the attorney for the named class representatives produce monetary
23 benefits for the entire class”]; *Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal. App. 4th at
24 254.)
25
26
27
28

1 **2. The Contingent Nature of Class Counsel's Representation Supports the**
2 **Requested Fees Based on Percentage of the MSA.**

3 Further, the contingent nature of Class Counsels' representation also warrants the
4 requested attorney fees based on the percentage of the Maximum Settlement Amount. The risks
5 in taking on any class action are enormous especially in regards to wage-and-hour class actions
6 because the wage laws are still developing and a change in the law could wipe out a Plaintiff's
7 recovery. Litigating a class action through trial takes years and requires the investment of
8 hundreds of thousands of dollars. Attorneys willing to undertake this risk deserve appropriate
9 compensation. As elaborated by the California Supreme Court in *Graham v. Daimler Chrysler*
10 *Corp.*, (2008) 34 Cal. 4th 553, 579-580, counsel should be awarded a fee enhancer for taking on
11 contingent cases because a "contingent fee compensates the lawyer not only for the legal
12 services he renders but for the loan of those services. The implicit interest rate on such a loan is
13 higher because the risk of default (the loss of the case, which cancels the debt of the client to the
14 lawyer) is much higher than that of conventional loans."

15 As the California Supreme Court specifically explained:
16

17 A contingent fee must be higher than a fee for the same legal services paid as
18 they are performed. The contingent fee compensates the lawyer not only for the
19 legal services he renders but for the loan of those services. The implicit interest
20 rate on such a loan is higher because the risk of default (the loss of the case,
21 which cancels the debt of the client to the lawyer) is much higher than that of
22 conventional loans. A lawyer who both bears the risk of not being paid and
23 provides legal services is not receiving the fair market value of his work if he is
24 paid only for the second of these functions. If he is paid no more, competent
25 counsel will be reluctant to accept fee award cases.

26 *Id.* at 580. (citing *Ketchum v. Moses*, (2001) 24 Cal. 4th 1122, 1132-33).

27 In the legal marketplace, an attorney whose compensation is entirely dependent on
28 success – who takes a significant risk – should and does expect a significantly higher fee than
an attorney who is paid a market rate as the case goes along, win or lose. (See, e.g., *Rader v.*
Thrasher, (1962) 57 Cal. 2d 244, 253 (“[a] contingent fee contract, since it involves a gamble
on the result, may properly provide for a larger compensation than would otherwise be

reasonable” (citation omitted); *Salton Bay Marina v. Imperial Irrig. Dist.*, (1985) 172 Cal. App. 3d 914, 955 (contingent nature of the litigation is a relevant factor in determining a reasonable attorney fee award).

Class Counsel represented the Class Members in this matter and has borne the entire risk and costs of litigation on a pure contingency basis. To date, Class Counsel has not received any compensation and expended litigation costs on behalf of the class. Class action contingency cases are inherently risky. Upon retention, Class Counsel makes a commitment to litigate the case through trial. These types of cases can take years, hundreds of hours of work and cost an enormous amount of money; these risks are known upon retention. The risks involved coupled with the contingency basis of this case further support Class Counsel’s request for attorneys’ fees and costs (Draper Decl., ¶ 22.)

3. Additional Factors re: Contingency Market Rate Justify the Requested Fee Award

Further, important public policies underlie a court's determination of a motion for attorneys' fees in class actions. Employees who are wronged by an employer’s violation of state and federal labor laws should have access to counsel with the ability and resources necessary to litigate complex cases. (See e.g., *Say-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal. 4th 319, 340 (enforcement of labor laws and class action device both matters of public policy); Our legal system places unique reliance on private litigants to enforce substantive provisions of employment law through class actions. (See e.g. *Gentry v. Superior Court* (2007) 42 Cal. 4th 443, 450-6 (confirming the public importance of private enforcement of overtime laws through class actions); *Lealao*, 82 Cal. App. 4th (legal system relies 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 the California Court of Appeal recognized in *Thayer v. Wells Fargo Bank, supra*, 92 Cal. App. 4th at 839: "Adequate fee awards are perhaps the most effective means of achieving

[the] salutary goal [of encouraging `private attorney general actions and] [c]ourts should not be indifferent to the realities of the legal marketplace or unduly parsimonious in the calculation of such fees." (*See also Lealao*, 82 Cal. App. 4th at 53 (cautioning against fee awards that are too small and therefore "chill the private enforcement essential to vindication of many rights..."). At a minimum, attorneys providing these substantial benefits should be paid an award equal to the amount negotiated in private bargaining that take place in the legal marketplace. (*Deposit Guaranty Nat. Bank, Jackson, Miss. v. Roper* (1980) 445 U.S. 326, 338; *Lealao*, 82 Cal. App. 4th at 49-50.)

4. Counsel's Requested Fee Award is Within California's Benchmark Awards and Thus Reasonable

In addition to the forgoing, Class Counsel's request for attorneys' fees in the amount of \$288,750, or not more than 33% of the \$875,000 GSA is well within the "zone of reasonableness." The fee amount presently sought is not extraordinary, but actually falls at the "average" fee deemed reasonable under California State court authority, as it is recognized that "courts may award attorney's fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under \$10 million." (*See e.g. Martin v. AmeriPride Servs.*, 2011 U.S. Dist. LEXIS 61796, 23 (S.D. Cal. June 9, 2011). *Birch v. Office Depot, Inc.*, USDC Southern District, Case No. 06cv1690 DMS (WMC) (awarding 40% fee on a \$16 million wage and hour class action settlement); *Rippee v. Boston Mkt. Corp.*, USDC Southern District, Case No. 05cv1359 BTM (JMA) (awarding a 40% fee on a \$3.75 million wage and hour class action settlement).

Moreover, the percentage should be measured against the full fund established by the settlement and not upon the total value of the net settlement fund. (*Williams v. MGM-Pathe Communications Co.*, (9th Cir. 1997)129 F.3d 1026, 1027.) This method recognizes that the efforts of class counsel established the entire settlement, including non-monetary benefits, for the benefit of the class (*Id.*) In the Ninth Circuit's decision in *Williams*, the parties settled class action claims in favor of the class for a total settlement fund of \$4.5 million, and the district

1 court awarded class counsel attorneys' fees based upon "the class members' claims against that
2 fund. *Williams*, 129 F.3d at 1027. The class counsel in *Williams* contended that the district court
3 erred and should have calculated their fee as one-third of the entire \$4.5 million settlement fund.
4 *Id.* The Ninth Circuit agreed with class counsel and determined that the district court's award of
5 a fee based solely upon the claims against the settlement fund was an abuse of its discretion.

6 Ninth Circuit courts have applied *Williams* in a variety of contexts, including claims
7 made settlements without a minimum or maximum recovery. (*See, e.g., Browning v. Yahoo!*
8 *Inc.*, (N.D. Cal. Nov. 16, 2007) WL 4105971 at *13–14(claims-made settlement with no
9 minimum or maximum recovery); *Young v. Polo Retail*, (N.D. Cal. Mar. 28, 2007) WL 951821
10 at*14-24 (same); *Lopez v. Youngblood*, (E.D. Cal. Sept. 1, 2011) WL 10483569 at *32–43
11 (reversionary common fund with maximum recovery only). *Hopson v. Hanesbrands Inc.*, (N.D.
12 Cal. Apr. 3, 2009) 09 WL 928133 at *11; *Glass v. UBS Financial Services*, (N.D. Cal. Jan. 26,
13 2007) WL 221862 at *16) (same). In sum, Class Counsels' request for an award of attorney's
14 fees is reasonable.

15
16 **VI. CLASS COUNSEL'S REQUESTED COSTS ARE REASONABLE.**

17 The settlement provides for repayment of Class Counsel's actual and reasonable costs of
18 litigation in an amount not to exceed \$20,000. Class Counsel incurred reasonable litigation
19 costs in bringing this matter to a resolution before trial. The total costs incurred and to be
20 incurred by Class Counsel in this litigation are \$18,489.14 (Draper Decl., ¶ 23;Ex.3.)

21 **VII. THE SETTLEMENT ADMINISTRATOR'S EXPENSES ARE**
22 **REASONABLE**

23 Simpluris was retained to administer the notice and settlement process. Simpluris' duties
24 included, but were not limited to: (a) printing and mailing the Court Approved Class Notice; (b)
25 receiving undeliverable Notices; (c) receiving any requests for exclusion; (d) answering
26 questions from Class Members. Should the Court grant final approval of this Settlement,
27 Simpluris will be responsible for further duties, including but not limited to: (e) calculating
28 Individual Class Settlement Amounts, (f) calculating Individual PAGA Payments, (g)

1 distributing funds, (h) tax-reporting following final approval; (i) mailing Settlement checks; (j)
2 and for such other tasks as the Parties mutually agree or the Court orders Simpluris to perform
3 (Weisel Decl., ¶ 3.) Plaintiff respectfully requests that, as per the Settlement Agreement,
4 Simpluris be awarded costs in the amount of \$7,000. (Settlement Agreement, ¶ 3.2.3.) (Weisel
5 Decl., ¶ 20.)

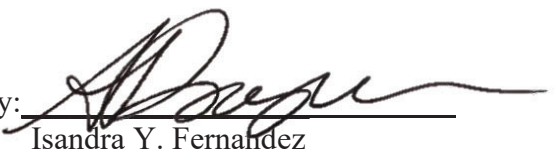
6 **VIII. CONCLUSION**

7 The Parties have negotiated a fair Settlement of the wage and hour claims that likely
8 would not have been brought, let alone successfully resolved, but for the effort and resolve of
9 the Plaintiff and his counsel. The Class Members' positive response indicates that the
10 Settlement is fair and reasonable. Accordingly, Plaintiff respectfully requests that this Court
11 grant final approval of the Settlement Agreement and enter judgment
12

13
14 Respectfully submitted,

15 Dated: October 27, 2025

JAMES HAWKINS, APLC

17
18 By: 

19 Isandra Y. Fernandez
20 Anthony Draper
21 Attorneys for Plaintiff
22 Angelica Garcia
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