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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

KIMBER SEYBERT, on behalf of the State of California and Aggrieved Employees,

Plaintiff,

vs.

CHLN, INC., LANDRY'S INC., AND LANDRY'S PAYROLL, INC.,

Defendants.

Case No. RG21087543

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT

Assigned for All Purposes to Hon. Karin Schwartz

Date: July 8, 2026
Time: 3:00 PM
Location: Dept 20
Reservation ID: 216928245974

Action Filed: February 2, 2021

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I. INTRODUCTION

This is a California Labor Code Private Attorneys General Act ("PAGA") action against Defendants CHLN, Inc., Landry's Inc., and Landry's Payroll, Inc. (together "CHLN" or "Defendants") on behalf of the State of California. The Parties have reached a Settlement that offers meaningful benefits to the State and Aggrieved Employees.[1] Plaintiff respectfully requests that the Court review and approve the Settlement in accordance with California Labor Code §2699(s)(2).

II. FACTUAL AND PROCEDURAL BACKGROUND[2]

Defendants operate a chain of restaurants in California. Bylsma Decl., ¶9. Plaintiff was a server at Defendants' Chart House restaurant from approximately August 2007 to approximately May 2020. *Id*., ¶10.

Pursuant to Labor Code § 2699.3(a)(1) and (2), on November 3, 2020, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to file her PAGA suit on behalf of herself and other current and former non-exempt employees of Defendants. Plaintiff indicated she would pursue claims pursuant to California Labor Code § 1194 (failure to pay minimum wage); § 204 (failure to compensate for all hours worked); § 351 (failure to pay all gratuities owed); § 226.7 (failure to provide compliant rest periods); § 512 (failure to provide meal periods); §§ 226 and 226.3 (failure to provide timely and compliant itemized wage statements); § 227.3 (failure to pay vested vacation wages upon separation of employment); and); §§ 201-203, 225.5 and 256 (failure to timely pay all wages owed during employment and following separation from employment), and California Business and Professions Code §§ 17200, et seq. (engaging in unfair business practices). *Id*., ¶11.

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[1] "Settlement" or "Agreement" refers to the Private Attorneys General Act Settlement Agreement, fully executed as of March 17, 2026, attached as Exhibit 1 to the Declaration of Esther L. Bylsma in Support of Plaintiff's Motion for Approval of PAGA Settlement ("Bylsma Decl."), filed concurrently herewith. Unless otherwise indicated, all capitalized terms herein have the same meaning as defined in the Settlement.

[2] The factual and procedural background is set forth in detail in the Bylsma Decl., and summarized here.

On February 2, 2021, Plaintiff initiated the above-captioned PAGA action ("Action") in this Court. *Id.*, ¶12.

On March 4, 2021, Plaintiff submitted a supplemental letter to the LWDA, including claims pursuant to California Labor Code § 510 (failure to pay all overtime wages). *Id.*, ¶13.

On April 6, 2021, Defendants filed a Motion to Stay Proceeding which was denied by the Court on August 4, 2021. *Id.*, ¶14.

On August 6, 2021, Defendants filed their Answer. *Id.*, ¶15.

Over the next several months, the Parties engaged in written discovery, serving discovery requests, responding to discovery requests, engaging in meets and confers, informal discovery conferences with the Court, and engaging in motions practice with respect to motions to compel discovery. *Id.*, ¶¶16-22.

On June 22, 2022, Defendants filed a Motion to Compel Arbitration, based on the new decision by the United States Supreme Court, *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639 (2022). *Id.*, ¶23. On August 11, 2022, Plaintiff filed her Opposition to Defendants' Motion to Compel Arbitration. *Id.*, ¶24.

On November 3, 2022, the Court granted Defendants' Motion to Compel Arbitration to the extent Plaintiff's individual PAGA claim was ordered to arbitration but denied Defendants' request to dismiss Plaintiff's representative PAGA claims. *Id.*, ¶25. The Court granted Defendants' request to stay the case. *Id.*

On November 21, 2022, Plaintiff filed a Motion to Set Aside the Court's November 3, 2022 Order. *Id.*, ¶26. On March 17, 2023, the Court denied Plaintiff's Motion to Set Aside. *Id.*, ¶27.

On April 19, 2023, Plaintiff submitted her individual PAGA claims in the JAMS arbitration proceeding, *Seybert v. CHLN, et al*,. JAMS Ref. No. 1240024586 ("Arbitration"). *Id.*, ¶28.

Throughout this period, the Parties conducted discovery and engaged in litigation of Plaintiff's individual PAGA claims in the Arbitration, including depositions of Plaintiff, Defendants' PMQ designees, and Defendants' managers. *Id.*, ¶29.

On October 10, 2023, the Parties attended a private mediation with experienced mediator, Hon. Gail A. Andler (Ret.), where they discussed their respective positions regarding the strengths and weaknesses of the claims and defenses in this Action. *Id.*, ¶30. The mediation was not successful. *Id.*

On November 3, 2023, Plaintiff submitted a second supplemental letter to the LWDA, attempting to add an additional PAGA representative. *Id.*, ¶31.

On January 9, 2024, Plaintiff filed a Motion to Lift Stay of Proceedings and for Leave to Amend Complaint to Add Representative Plaintiff. *Id.*, ¶32.

On February 1, 2024, the Court denied Plaintiff's Motion to Lift Stay and denied the request to add the additional PAGA representative. *Id.*, ¶33.

On January 3, 2025, the Parties attended a second mediation with Judge Andler. *Id.*, ¶34. The second mediation was also not successful. *Id.*

However, following the mediation, Judge Andler, after having reviewed the Parties written submissions and arguments made during two mediations, issued a double-blind mediator's proposal. *Id.*, ¶35.

On or around January 28, 2025, Judge Andler informed the Parties that both Parties had accepted the mediator's proposal. *Id.*, ¶36.

The Parties subsequently began negotiating the settlement terms. *Id.*, ¶37.

Throughout 2025 and 2026, the Parties had numerous discussions and negotiations regarding the settlement agreement. *Id.*, 39. The Parties had several unexpected disputes that were difficult to resolve. *Id.*

On March 17, 2026, the Parties executed the Agreement. *Id.*, ¶40.

On June 5, 2026, Plaintiff submitted a third supplemental letter to the LWDA, articulating additional Labor Code penalties provisions implicated in the litigation pursuant to the Settlement and following a meet and confer with Defendants. *Id.*, ¶41.

On June 8, 2026, Plaintiff submitted a copy of the Motion for Approval of PAGA Settlement and the executed Agreement to the LWDA. *Id.*, ¶42.

III. TERMS OF THE SETTLEMENT

A. Basic Terms

The Settlement provides for a non-reversionary total Settlement Amount of $150,000.00. Settlement, ¶1.5. The basic financial terms of the Settlement are as follows:

Gross Settlement Fund	$710,00.00
PAGA Counsel's Fees	$248,500.00
PAGA Counsel's Costs	$30,278.18
Settlement Administrator Costs	$12,650.00
PAGA Payment	$418,571.82 (LWDA - $313,928.87; Aggrieved Employees - $104,642.96)

Bylsma Decl., ¶43.

B. Settlement Administration, Distribution of Funds, and Tax Treatment

The Parties have agreed to retain Phoenix Settlement Administrators ("Phoenix") as the Settlement Administrator. *Id*., ¶45. Plaintiff's counsel has used Phoenix to administer numerous settlements. *Id*.

Within fifteen (15) days after the Effective Date,[3] Defendants will provide the Settlement Administrator a confidential contact information for Aggrieved Employees and the respective number of pay periods during the Settlement Period for each Aggrieved Employee. Settlement, ¶6.4. The Settlement Administrator will cross-reference all the addresses provided in the Group List with the United States Postal Service NCOA database (which provides updated addresses for any individual

[3] "Effective Date" means the later of: "(a) the date that the Court's order approving the Settlement is not subject to further judicial review; or (b) if an appeal, review, or writ is sought from the Court's order granting approval of the Settlement, the day after such order is affirmed, and/or the appeal, review, writ, or order is no longer subject to further judicial review." Settlement, ¶1.4.

who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information. *Id*.

Within 30 days after the Effective Date, Defendants will transfer the Gross Settlement Fund to the Settlement Administrator, who will deposit the funds into the bank account of the Qualified Settlement Fund established by the Settlement Administrator for purposes of this settlement. Settlement, ¶6.2.

Within 15 days of receiving the Gross Settlement Fund from Defendant, the Settlement Administrator will: (i) mail the settlement checks to Aggrieved Employees; (ii) mail a check to the LWDA for its portion of the PAGA Payment; and (iii) pay Plaintiff's Counsel's approved Fee and Cost Award. Settlement, ¶6.4.

The settlement checks mailed to each Aggrieved Employee will be accompanied by a Notice (similar to the form Notice attached as Exhibit A to the Settlement) explaining the Aggrieved Employee's payment and the deadline to cash his or her settlement check. *Id.* The Net Settlement Proceeds paid to the Aggrieved Employees shall be calculated on a pro-rata basis based on the number of pay periods that each Aggrieved Employee worked during the Settlement Period divided by the total number of pay periods worked by all Aggrieved Employees during the Settlement Period. Settlement, ¶6.3. For tax purposes, all Individual PAGA Payments will constitute penalties and will be reported on an IRS Form-1099, which the Settlement Administrator will provide to Aggrieved Employees if necessary, as required by law. Settlement, ¶6.3.

Aggrieved Employees will have 180 calendar days after mailing to cash their settlement checks. Settlement, ¶6.4. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be tendered to the California State Controller's Unclaimed Property Fund. *Id*. If the Court does not approve issuance of the uncashed funds to the California State Controller's Unclaimed Property Fund, the Parties agree that the uncashed funds will be tendered to a cy pres recipient that the Parties agree upon. *Id.*

C. Releases

As of the Effective Date, Aggrieved Employees will release Defendants and the Release Parties from the Release Claims, which are "all claims for penalties, attorneys fees, costs or interest recoverable under PAGA arising out of the facts, matters, transactions or occurrences that were alleged or that reasonably could have been alleged in the Action and/or PAGA letters" and include claims for PAGA penalties in connection for Defendants' alleged failure to comply with California Labor Code §§ 201-204, 210, 225.5, 226, 226.3, 226.7, 227.3, 256, 351, 510, 512, 558, 1194, 1194.2, and applicable Wage Orders. Settlement, ¶5.1.

California courts routinely approve PAGA settlements that include release of claims language similar to the release language in the Agreement here. For example, in *Hernandez v. Best Buy Stores, LP*, the Southern District approved a PAGA settlement that "releases Best Buy from PAGA liability for any and all claims by similarly situated general managers that were asserted or reasonably could have been asserted based on the facts of this case." *Hernandez v. Best Buy Stores, LP*,, 2017 U.S. Dist. LEXIS 86859, *6 (S.D. Cal., 2017).

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

A. PAGA Settlement Approval Standard

Court approval is required for PAGA settlements. Labor Code § 2699 (1)(2). However, PAGA does not establish any standards for the review of PAGA settlements. Courts generally evaluate a PAGA settlement under the "fair, reasonable, and adequate" standard, keeping in mind that PAGA settlements must be viewed in light of the PAGA's public purpose, namely augmenting the state's enforcement capabilities, encouraging compliance with Labor Code provisions, and deterring noncompliance with California's labor laws. *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56. 64 (2021); *Vargas v. Cent. Freight Lines, Inc.*, 2017 U.S. Dist. LEXIS 157976, at *7-*8 (S.D. Cal., 2017). Additionally, public policy generally favors settlement. *Neary v. Regents of University of California*, 3 Cal. 4th 273 (1992). The Settlement warrants approval under this standard.

B. The Settlement Enforces PAGA's Purpose

PAGA is not a restitution statute, and a PAGA action does not seek damages. "A PAGA action is at heart a civil enforcement action filed on behalf of and for the benefit of the state, not a claim for class relief*." Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1124 (9th Cir. 2014). The Court's focus is not the amount aggrieved employees ultimately receive as a result of a settlement, but on whether the total settlement achieves PAGA's objectives, even if it represents only a portion of Defendants' total exposure. *See* Cal. Lab. Code §§ 2699(m)–(n),(s).

If approved by the Court, the $418,571.82 PAGA Payment will achieve PAGA's objectives by (1) holding Defendants accountable for its alleged violations of the Labor Code; (2) deterring future violations of the Labor Code by Defendant and other employers; (3) collecting penalties from Defendant and recovering 75% of those penalties on behalf of the State of California for purposes of enforcement and education; and (4) distributing 25% of the penalties to the Covered Employees. *See* Bylsma Decl., ¶¶47-48.

C. The Settlement is Fair, Reasonable, an Adequate Considering the Nature of the Alleged Violations and Risks of Further Litigation

A proposed settlement is not to be measured against a hypothetical ideal result that might have been achieved. *See, e.g., 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1150 (2000) (quoting *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) with approval: "This court has aptly held that 'it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators."). A settlement that represents only a fraction of the potential recovery is still reasonable. *See, e.g., In re Mego Fin. Corp. Sec. Litig.*,213 F.3d 454, 459 (9th Cir. 2000) ("It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair.") (internal quotation marks omitted).

Nonetheless, while PAGA is not a restitution statute, here, the PAGA Payment compared to Defendants' estimated exposure supports the reasonableness of the Settlement. Bylsma Decl., ¶52. Defendants estimated that approximately 1735 Aggrieved Employees worked 34,459 PAGA Pay Periods through November 4, 2024. *Id.*, ¶51. These assumptions implicate a payment to Aggrieved

Employees of approximately $12.15 per pay period based on the estimated Net Settlement Proceeds to Aggrieved Employees of $104,642.96. *Id*. Assuming a full 100% violation rate for each pay period at $100 per employee for all Aggrieved Employees as of around November 4, 2024, the civil penalties exposure is approximately $3.4 million. *Id*. The PAGA Payment is approximately 12% of this amount. *Id*.

Plaintiff's counsel understood, however, that this estimate based on a 100% violation rate is unrealistic and must be discounted to reflect the risks in this case. *Id*., ¶53. First, PAGA Counsel recognizes the substantial litigation risks arising from the fact that Plaintiff's PAGA individual claims were compelled to arbitration. *Id*. Because Plaintiff's ability to pursue representative PAGA claims depended on her ability to maintain standing as an aggrieved employee, an adverse ruling in the arbitration on Plaintiff's individual claims presented a significant risk to the entirety of the Action. *Id*. In particular, if Plaintiff failed to establish that she personally suffered one or more Labor Code violations, Defendant would have argued that Plaintiff lacked standing to pursue PAGA penalties on behalf of other aggrieved employees, thereby potentially eliminating the case in its entirety. *Id*.

Assuming she was able to obtain a favorable ruling in arbitration, Plaintiff still faced the additional risk of litigating the representative PAGA claims in this Court, which Defendants vigorously contested. *Id*., ¶54. Defendants contend that they complied with the California Labor Code and applicable Wage Orders, and maintains there are no PAGA violations for which Defendants are liable. *Id*.

Defendants deny Plaintiff's allegations and factual assertions. *Id*., ¶55. For example, Defendant asserts that its written employment policies were facially lawful and that its wage and hour and gratuity policies and practices were consistent with California law. *Id*. Defendants contend that they prohibited off the clock work and that employees certified that their time records were accurate. *Id*. Defendants contend that they authorized and provided a reasonable opportunity for their employees to take meal and rest periods. *Id*. Defendants contend that they Defendants timely paid all wages and earned vacation pay. *Id*.

PAGA counsel is also aware of the litigation risks associated with the fact that many of the alleged violations in this case –particularly alleged off-the-clock work and non-compliant meal and rest periods – were not formally recorded or tracked in Defendants' timekeeping systems and will therefore likely depend heavily on witness testimony rather than documentary evidence. *Id*., ¶56. As a result, there is a significant risk that the Court, as the finder of fact, could credit Defendants' witnesses and evidence over Plaintiff's, which could substantially reduce or eliminate any recovery of penalties. *Id*.

In addition, to take Plaintiff's PAGA claims to trial would required substantial additional preparation and discovery, including surveys, depositions of experts, the presentation of percipient and expert witnesses at trial, as well as the consideration, preparation, and presentation of voluminous documentary evidence and the preparation and analysis of expert reports. *Id*., ¶57. Survey results could prove unfavorable or methodologically vulnerable to attack, undermining Plaintiff's ability to establish liability or subject Plaintiff to manageability challenges. *Id*. Expert opinions could be excluded or discredited on cross-examination, leaving Plaintiff without the evidentiary support needed to prove her theories. *Id*. Percipient witness testimony could contradict Plaintiff's account or reveal that the alleged violations were not experienced by other employees. *Id*. In short, each stage presented significant risk that the recovery would be reduced to a fraction of its projected value, or to nothing at all. *Id*.

Moreover, even if the Court ultimately determined that Defendants were liable, there is high risk that the Court may choose to exercise its discretion to reduce PAGA penalties. *Id*., ¶58. *See* Cal. Lab. Code § 2699(e)(2) ("a court may award a lesser amount than the maximum civil penalty amount …if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory"). *See also, e.g., Fleming v. Covidien, Inc*., 2011 U.S. Dist. LEXIS 154590, *2 (C.D. Cal., Oct. 13, 2011) (reducing penalties by approximately 82% from $2,800,000 to $500,000).

Considering all of these risks and defenses, Plaintiff's counsel submits that a more realistic exposure analysis places Defendants' potential liability at an estimated 20% violation rate, or approximately $689,180.00. *Id*., ¶59. The PAGA Payment represents approximately 61% of this adjusted exposure estimate. *Id*.

In contrast to the risks of further litigation, resolving this case by means of the Settlement will yield a prompt, certain, and substantial recovery for Aggrieved Employees and the State. *Id*., ¶60. Such a result will benefit the parties and the court system and will bring finality to years of litigation. *Id*.

V. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE

PAGA provides that "[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." Cal. Lab. Code § 2699(k)(1). The statute does not, however, "provide a specific standard for evaluating attorneys' fees in connection with a settlement of PAGA claims." *Hermosillo v. Davey Tree Surgery Co.*, No. 18-CV-00393-LHK, 2021 U.S. Dist. LEXIS 126604, at *1 (N.D. Cal. Jul. 7, 2021).

Here, in assessing the reasonableness of the requested fees, the Court may consider several factors. First, as discussed above, Plaintiff Counsel's efforts have resulted in the Settlement that provides meaningful benefits to the State of California and Covered Employees. *See* Section IV.B and C, above. Plaintiff's counsel are experienced representative-action litigators. Bylsma Decl., ¶¶4-8. The requested fees are fair considering the efforts undertaken by PAGA Counsel that produced the Settlement and PAGA Payment. Counsel declined the earliest opportunities to settle – which would have been easier but would have left value on the table – and instead litigated aggressively, both in this Court and in arbitration, to signal the seriousness of the claims and to extract maximum value from Defendants. *Id*., 63. Only after two mediations, when the mediator presented a proposal that Counsel was assured represented the maximum achievable value did they agree to resolve the case. *Id*.

Second, Plaintiff's counsel have been representing Plaintiff, Aggrieved Employees, and the State on strictly contingency-fee basis. *Id*., ¶64. From the inception of the Action, Plaintiff's counsel have advanced their own time, costs, and resources over a period of years, with no guarantee of any payment and no right to compensation unless and until a recovery was obtained. *Id*. The risk of recovering nothing was real: proving liability and damages on a representative basis is inherently difficult, and Defendants were represented by skilled, aggressive counsel. *Id*. Plaintiff's Counsel nonetheless committed to developing and pressing these claims to vindicate the rights of Plaintiff and her fellow employees. *Id*. *Sonoma Land Tr. v. Thompson*, 63 Cal. App. 5th 978, 986 (2021) ("In contingent fee cases, a fee ***enhancement*** compensates the lawyer for having taken the case despite the risk of receiving no payment in the event of a loss or the risk of a delayed payment in the event of a victory.") (emphasis added).

Third, the requested fees align with what is awarded routinely in California state and federal courts. *Id*., ¶62. *See, e.g., Roos v. Honeywell Int'l, Inc.*, 241 Cal. App. 4th 1472, 1489 (2015) (affirming award of 37.5% of the common fund), disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal. 5th 260, 287 (2018); *Martin v. Ameripride Servs., Inc.*, No. 08cv440-MMA (JMA), 2011 U.S. Dist. LEXIS 61796, at *23 (S.D. Cal. June 9, 2011) ("[C]ourts may award attorneys' fees in the 30–40% range in wage and hour … actions that result in recovery of a common fund under $10 million."); *Gomez v. H & R Gunlund Ranches*, No. CV F 10-1163 LJO MJS, 2011 U.S. Dist. LEXIS 135424, at *6, 14–16 (E.D. Cal. Nov. 22, 2011) (awarding 45% of the common fund); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 297–98 (N.D. Cal. 1995) ("Class Counsel have also cited 73 district court opinions in which fees in the range of 30–50 percent of the common fund were awarded."); *Pena v. Taylor Farms Pac., Inc.*, No. 2:13-cv-01282-KJM-AC, 2021 U.S. Dist. LEXIS 45326, at *13 (E.D. Cal. Mar. 10, 2021) (awarding fees equaling 35% of the common fund).

Fourth, a cross-check of Plaintiff's counsel's lodestar results in a substantial negative multiplier and confirms that the requested fee award is a reasonable and fair payment. Bylsma Decl., ¶65. After applying discretionary reductions and eliminating attorneys and paralegals who have worked one hour or less in the Action, the lodestar for SWCK for this Action is $519,029.00, reflecting 653.20 hours of work. *Id*. This amount does not include any of the attorney and paralegal time in the arbitration and the putative class action that was compelled to arbitration ("Related Actions"), although the litigation work there – such as discovery and depositions – indisputably benefitted this Action and contributed to the Settlement. *Id*. The lodestar for the Related Actions is approximately another $634,955.50, reflecting 808.40 hours of work. Plaintiff's counsel is not being compensated separately for their work in the Related Actions. *Id*.

While adjusting our rates to track market increases, SWCK's rates have steadily remained reasonable and competitive, and have been consistently approved by many federal and state courts over the past several years. *Id*., ¶66. For example, SWCK hourly rates were found to be reasonable for purposes of a lodestar crosscheck by the court in *Lopez v. Eurofins Scientific, Inc., et al.* (Case No. 3:21-cv-08652-LB) (Northern District of California, February 15, 2024) ("The Court finds the fee award is further supported by a lodestar crosscheck, whereby it finds that SWCK's hourly rates are reasonable, that the estimated hours expended are reasonable, and that the multiplier is reasonable in light of the above.") and in *Wright, et al. v. Frontier Management LLC, et al.* (Case No. 2:19-cv-01767-JAM-CKD) (Eastern District of California, March 13, 2023) ("The Court finds that Class Counsel's hourly rates are within the prevailing range of hourly rates charged by attorneys providing similar services in class action, wage-and-hour cases in California"). Other courts who have found SWCK hourly rates to be reasonable include the court in *Villafan v. Broadspectrum Downstream Services, Inc.*, Case No. 3:18-cv-06741-LB, ECF 150 (N.D. Cal. Apr. 8, 2021) (awarding one-third fee award, plus costs, and holding that SWCK's "billing rates are normal and customary (and thus reasonable) for lawyers of comparable experience doing similar work"); and *Amaraut v. Sprint/United Mgmt.*, wherein the Court found that "the fee award is further supported by a lodestar crosscheck, whereby it finds that the hourly rates of Schneider Wallace Cottrell Konecky LLP … are reasonable, and that the estimated hours expended are reasonable." *Amirault v. Sprint/United Mgmt. Co.*, 2021 U.S. Dist. LEXIS 147176, *29 (S.D. Cal. Aug. 5, 2021). The prior litigation rates for SWCK were also found to be reasonable for purposes of a lodestar crosscheck by Judge Vince Chhabria in *Soto v. O.C. Communications, Inc.*, Case No. 3:17-cv-00251-VC, ECF 304, 305 (N.D. Cal. Oct. 23, 2019) (approving a one-third fee award, and in late 2019, finding that "the fee award is further supported by a lodestar crosscheck, whereby it finds that the hourly rates of Schneider Wallace Cottrell Konecky Wotkyns LLP … are reasonable, and that the estimated hours expended are reasonable."). The Orange County Superior Court also approved one-third of the settlement amount as reasonable in light of the contingent nature of the fee, the hours worked by counsel, and the results achieved by counsel and found that requested award has been supported by counsel's lodestar and billing statement. (*El Pollo Loco Wage and Hour Cases*, Case No. JCCP 4957 (Orange County Superior Court, order dated January 31, 2020.) The Sacramento Superior Court granted final approval of a class action settlement and SWCK's fee request pursuant to a lodestar crosscheck that incorporated my team's then-customary rates. *Manni v. Eugene N. Gordon, Inc.*, Case No. 34-2017-00223592, (Sacramento Superior Court, order dated September 5, 2019). In *Shaw v. AMN Services, LLC*, No. 3:16-cv-02816, ECF 167 (N.D. Cal. May 31, 2019), the Court conducted a lodestar cross check and held that "the hourly rates charged by [SWCK] are within the prevailing range of hourly rates charged by attorneys providing similar services in class action, wage-and-hour cases in California." The Court further held that the "hourly rates of Class Counsel [SWCK] also have consistently and recently been approved as reasonable by the courts." Other approvals of SWCK's historical hourly rates include: *Knapp v. Art.com, Inc.*, No. 3:16-cv-00768- WHO, ECF 89 (N.D. Cal. Oct. 24, 2018); *Villalpando v. Exel Direct Inc.*, 2016 WL 7740854, at *1 (N.D. Cal. Dec. 12, 2016); *Winans v. Emeritus Corp.*, 2016 WL 107574, at *8 (N.D. Cal. Jan. 11, 2016); *Carnes v. Atria Senior Living Inc.*, Case No. 14-cv-02727-VC, ECF 115, at 4-5 (N.D. Cal. July 12, 2016); *Meza v. S.S. Skikos, Inc.*, Case No. 3:15-cv-01889-TEH, ECF 58, at 4 (N.D. Cal. May 25, 2016)

As noted, SWCK's lodestar for this Action alone is $519,029.00. *Id.*, ¶67. The requested attorneys' fee award of $248,500.00 is **only 48% of SWCK's lodestar** in this Action, a roughly 52% discount.[4] *Id.*, ¶67.

With respect to expenses, Plaintiff's counsel seeks to recover their expenses incurred in the prosecution of this Action and Related Actions, in the amount of $30,278.18. *Id.*, ¶68. Reasonable litigation expenses are ordinarily included with an award of attorneys' fees pursuant to California wage-and-hour law. *Id.* Here, Plaintiff's Counsel's expenses were reasonable, necessary to the prosecution, and of the type customarily billed to fee-paying clients. *Id.* These expenses were

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[4] If taking into consideration the lodestar in the related work, the requested fees are only 21.5% of the combined lodestar, a roughly 78.5% discount.

incidental and necessary to the effective representation of the Aggrieved Employees. *Id*. They are reasonable and uncontested and should be approved. *Id*.

VI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this motion and enter an order consistent with the Proposed Order and Judgment submitted herewith.

Respectfully submitted,

DATED: June 8, 2026 SCHNEIDER WALLACE COTTRELL KIM LLP

By: _*/s/ Esther L. Bylsma*___________
Carolyn H. Cottrell
Esther L. Bylsma