Justin Lo, Esq. (SBN 280102)
WORK LAWYERS PC
22939 Hawthorne Blvd., Suite 300
Torrance, CA 90505
Telephone: (310) 248-2944
Facsimile: (424) 355-8335
Email: justin@caworklawyer.com

Edward W. Choi, Esq. (SBN 211334)
LAW OFFICES OF CHOI & ASSOCIATES, P.C.
515. S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885
Email: edward.choi@choiandassociates.com

Attorneys for Plaintiff ERIC HARDIE and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

ERIC HARDIE, as an individual and on behalf of all employees similarly situated, Plaintiff, v. MATTEL, INC., a Delaware Corporation; MATTEL HQ, INC., a Delaware Corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. 21STCV11096 *Assigned for All Purposes to Honorable William F. Highberger in Department 10* **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** Date: August 31, 2026 Time: 10:30 a.m. Dept.: 10

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on August 31, 2026 at 10:30 a.m., or as soon thereafter as the matter may be heard, before the Honorable William F. Highberger, judge presiding, in Department 10 of the above referenced Court located at 312 N. Spring St., Los Angeles, CA 90012, Plaintiff ERIC HARDIE ("Plaintiff") will seek an Order: (1) granting final approval of the Class Action and Private Attorneys General Act (Labor Code § 2698, et seq.) Settlement Agreement and Amendment to Class and PAGA Action Settlement Agreement (collectively "Settlement Agreement" or "Settlement"); (2) finally approving and directing distribution of the Gross Settlement Amount pursuant to the terms of the Settlement Agreement; (3) fully and finally approving the Class Representative Service Award; (4) fully and finally approving the Settlement Administrator's costs; and (5) fully and finally approving the award of attorneys' fees and costs.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a purported class action and allows the Court to grant final certification of a class for settlement purposes. In light of the positive response, as shown by the lack of any objections to the settlement, there is no question that the settlement is fair, reasonable and adequate and thus should be granted final approval.

The basis for this Motion, filed without any opposition from Defendants Mattel, Inc. and Mattel HQ, Inc. (collectively, "Defendants"), is that the proposed settlement is fair, adequate, and reasonable and the procedures proposed by the Parties are adequate to ensure the opportunity of class members to participate in, opt-out of, or object to the settlement.

This Motion will be based on the Memorandum of Points and Authorities included herein, the [Proposed] Order Granting Final Approval of Class Settlement and Judgment, upon the class papers previously filed with this Court, and the supporting Declarations of Edward W. Choi, Justin Lo, Plaintiff Eric Hardie, and the Settlement Administrator, upon the oral arguments of counsel (should there be any), and on the complete records and file herein.

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DATED: August 7, 2026

LAW OFFICES OF CHOI & ASSOCIATES, P.C.
WORK LAWYERS PC

By: ______________________________
Edward W. Choi
Justin Lo
Attorneys for Plaintiff and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff and Class Representative Eric Hardie ("Plaintiff") submits this Memorandum in support of his Motion for Final Approval of Class and PAGA Action Settlement.

The settlement entered into by and between the Parties provides for a Gross Settlement Amount of Eight Hundred Seventy-Five Thousand Dollars ($875,000.00) to be created for the benefit of the Class. From this Gross Settlement Amount, attorneys' fees, litigation costs, a Class Representative Service Award, the PAGA payment, and the costs of settlement administration are also to be paid. This is a non-reversionary settlement, meaning that the entire Gross Settlement Amount will be distributed and no portion will revert to Defendants.

The history of this litigation was previously detailed in Plaintiff's preliminary approval motion, and thus is incorporated herein.

Per the Court's Preliminary Approval Order, the Settlement Administrator, Phoenix Settlement Administrators, distributed the Class Notice to 3,251 Class Members. There have been zero (0) objections filed to the Settlement and six (6) valid requests for exclusion from the settlement. (Declaration of Taylor Mitzner on behalf of Phoenix Settlement Administrators. ("Admin Decl.") ¶¶11-12). This favorable response by the Class supports the Court's Preliminary Approval Order finding that the Settlement was fair, adequate and reasonable and the granting of the instant Motion.

In sum, as a result of the notice process, and in light of the complete lack of any objections, the Court may confirm its preliminary approval as this process supports the Court's initial finding that the Settlement is fair, adequate and reasonable.

In addition to the results of the notice process, for the same reasons as set forth earlier in Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement, the following represent the basic points of the Settlement:

- The Settlement provides a Gross Settlement Amount of $875,000.00 for a class of approximately 3,245 Class Members;
- Attorneys' fees of up to $435,592.82;

- Reimbursement of actual litigation costs of $33,905.77 (Settlement Agreement provides up to $35,000.00 in costs);
- Settlement Administration Costs of $23,000.00;
- Payment to the LWDA in the amount of $30,000.00, which represents 75% of the PAGA allocation of $40,000.00; and
- Class Representative Service Award in the amount of up to $10,000.00.

Based on the foregoing, the Net Settlement Amount is estimated to be $342,501.41. On a pure raw average, each Class Member will receive approximately $105.35 with the highest class member payout in the amount of $375.44. (Admin Decl. ¶14).

Based on the foregoing, the Court should grant Final Approval consistent with the Preliminary Approval Order.

II. <u>THE SETTLEMENT</u>

A. Class Members Were Provided Proper Notice

The notice procedures required by the Preliminary Approval Order have been followed and satisfy all due process rights of Class Members.

The Preliminary Approval Order contemplated that the Class Notice, as approved in the Preliminary Approval Order, be sent to all Class Members by first class mail, as specified in the Settlement. The Preliminary Approval Order contemplated, further, that Phoenix Settlement Administrators ("Phoenix" and/or "Settlement Administrator") would serve as the Settlement Administrator.

As clearly stated in the declaration of the Settlement Administrator, notice was provided to Class Members as required by the Preliminary Approval Order. The Settlement Administrator received a Class Member mailing list from Defendants that included 3,251 Class Members, and, on May 26, 2026, each of the persons identified on the mailing list was sent the Class Notice in English via first class mail. (Admin Decl. ¶8). As part of the settlement notice process, the Settlement Administrator re-mailed Class Notices to thirteen (13) Class Members using newly updated addresses. (Admin Decl. ¶9). As of the date of the filing of this Motion, zero (0) settlement notices remain undeliverable. (*Id.* at ¶10).

The provision of the notice to Class Members and administration of the claims process as described above meets the requirements for the "best notice practicable" in this case as necessary to protect the due process rights of Class Members. See, e.g., *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985) (provision of "best notice practicable" with description of the litigation and explanation of opt-out rights satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974) (individual notice must be sent to class members who can be identified through reasonable means); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (best practicable notice is that which is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections").

Here, the Class Members were provided with a mailing regarding the settlement that explained the settlement and allowed Class Members to seek information, ask questions, and seek additional forms. As such, proper notice has been given to the Class Members. *Lundell v. Dell, Inc.*, 2006 WL 3507938, at *1 (N.D. Cal. Dec. 5, 2006) (holding that notice sent via email and first class mail constituted the "best practicable notice" and satisfied due process requirements); *see also Boring v. Bed Bath & Beyond*, 2014 WL 2967474, at *1 (N.D. Cal. June 30, 2014).

The Court, therefore, may proceed to determine the fairness and adequacy of the Settlement, and order its approval, secure in the knowledge that all absent Class Members have been given the opportunity to participate fully in the claims, exclusion, and the approval process.

III. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE AND REASONABLE, AND THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL

A. The Terms of the Settlement, the Negotiation of the Settlement and the Reception of the Settlement By Class Members All Strongly Support the Conclusion that the Settlement is Fair, Adequate, and Reasonable

Since the filing of this case, the Parties conducted formal and informal discovery, engaged in an extensive meet and confer process, and exchanged the production of documents and class data. On November 19, 2021, the Parties participated in an all-day mediation presided over by mediator Steven Rottman, Esq., which did not result in a settlement. After further written and informal discovery was conducted, on July 16, 2025, the Parties again engaged in a second all-day mediation with well-respected mediator Michael Loeb, Esq., which ultimately led to this settlement. (Declaration of Edward W. Choi ("Choi Decl.") ¶8).

Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interests of the Class and Defendants in light of all known facts and circumstances and the expenses and risks inherent in litigation.

As explained by the Court of Appeal in *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 130, 133 (2008), a court must satisfy itself that the settlement is reasonable in light of the strengths and weaknesses of the claims and the risks of the litigation, so that "the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation." *Id.* at 129. As discussed herein, Plaintiff's counsel has conducted extensive discovery and investigation and, in light of the strengths and weaknesses of Plaintiff's claims, Plaintiff's attorneys submit that this settlement is fair pursuant to *Kullar*.

After discovery and investigation, the Parties agreed to narrow the case to Plaintiff's cause of action for Violation of Labor Code § 2802 (failure to reimburse business expenses) on a class basis and PAGA penalties for unpaid business-related expenses. In the present case, based on the data produced at the time of mediation, Plaintiff estimated that approximately 1,480 individuals comprising the Paid Stipend Class received approximately $1,172,177.36, which amounts to approximately $53.40 per month worked over approximately 21,950 months. (Choi Decl. ¶14). Plaintiff alleged that such payments were insufficient to properly compensate Paid Stipend Class members for the internet, furniture, equipment, phone, and other ancillary expenses incurred while working from home. (*Id.*). Defendants, by contrast, contended that the Paid Stipend Class was fully compensated for their work-from-home expenses. (*Id.*). Plaintiff believed that a payment of at least $60 per month for 1,480 individuals over approximately 21,950 months, amounting to $1,317,000, would have been more appropriate, such that the underpayment is approximately

$144,822.64. (*Id.*). For the Unpaid Stipend Class, Plaintiff estimated that $60 per month should have been paid to the approximately 451 employees that worked 4,793 months, which amounts to $287,580. (*Id.* at ¶15).

For the Post Reopening Class, Plaintiff believed that the approximately 2,989 employees who worked approximately 90,694 months should have been paid approximately $20 per month for working from home instead of returning to work in person at the office, which amounts to approximately $1,813,880. (Choi Decl. ¶16).

The total PAGA exposure was estimated at $11,743,700 (117,437 monthly pay periods multiplied by $100). (Choi Decl. ¶17) Plaintiff believed the realistic PAGA exposure would be approximately $1,174,370.00, based on a 90% reduction, because Defendants did make voluntary stipend payments to their employees during the total shutdown period and, after the offices reopened, employees chose to work from home instead of coming back to the office. (*Id.*). This type of reduction was enumerated in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018), where the trial court reduced the maximum PAGA penalty amount by 90 percent, citing the employer's good faith attempt at complying with the law, and the Court of Appeal found such reduction to be proper. Indeed, courts retain discretion under Labor Code § 2699(e)(2) to award less than the maximum PAGA penalty where imposition of the maximum would be unjust, arbitrary and oppressive, or confiscatory. *Id.*

Based on the above, Plaintiff estimated that the total realistic exposure, after deducting the stipends already paid, amounts to approximately $3,420,652.64. (Choi Decl. ¶18) Accordingly, the Gross Settlement Amount of $875,000.00 represents approximately 25.58% of the realistic total exposure. (*Id.*).

Numerous courts have held that gross settlements approximating between only 8% to 25% of the defendant's potential exposure are fair and reasonable. *See, e.g., In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 457-58 (9th Cir. 2000) (holding that "a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair," and that fairness must be assessed by balancing the strength of the plaintiffs' case against “the risk, expense, complexity, and likely duration of further litigation”); *Bellinghausen v. Tractor Supply*

Co., 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving a wage-and-hour class settlement fund representing between 8.5% and 25.4% of the defendant's total potential liability exposure, and observing that "a proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery that might be available to the class members at trial").

Although Plaintiff and his counsel are confident that litigation of the claims could result in a classwide judgment against Defendants, they recognize the inherent risks in litigation, including the specific risks that class certification could be denied, liability could not be established at trial, or the applicable law could change. (Choi Decl. ¶19) Thus, the settlement for each participating Class Member is fair, reasonable, and adequate, given the inherent risks of litigation, as well as the potential for appeals and the costs of pursuing litigation. (*Id.* at ¶20).

The results after mailing of the Class Notice support confirmation of the Court's preliminary approval of the settlement with final approval of the settlement, as evidenced by the fact that *there is not a single Class Member who has objected to the current settlement.*

The Court may appropriately infer that the class action settlement is fair, adequate and reasonable when, among other reasons, few, or no class members object to it. *See Class Plaintiffs v. City of Seattle,* 955 F.2d 1268, 1291 (9th Cir. 1992); *Churchill Vill. LLC v. Gen. Elec.,* 361 F.3d 566, 577 (9th Cir .2004) (approving settlement with 45 objections and 500 opt-outs from a 90,000-person class, representing .05% and .56% of the class, respectively); *Chun–Hoon v. McKee Foods Corp.,* 716 F. Supp. 2d 848, 852 (N.D. Cal. 2010) (where 16 of 329 class members opted out, court found that positive class reaction "strongly supports settlement"). Here, the lack of any objections and only six opt-outs to this current settlement is an indication that Class Members themselves view the settlement as fair, adequate and reasonable.

B. Under Well-Established Legal Principles, the Court Should Grant Final Approval to the Settlement

1. <u>Standard of Review</u>

On a motion for final approval of a class action settlement under Civil Code § 1781(f), a court's inquiry is whether the settlement is "fair, adequate and reasonable." *Officers for Justice v. Civil Serv. Comm'n*, 668 F.2d 615, 625 (9th Cir. 1982), cert. denied subnom., *Byrd v. Civil Serv.*

Comm'n, 459 U.S. 1217 (1983). A settlement is fair, adequate and reasonable, and therefore merits final approval, when "the interests of the class are better served by the settlement than by further litigation." See Manual for Complex Litigation Fourth (Fed. Judicial Center 2004) ("Manual"), § 21.6 at 309.

The law favors settlement, particularly in class actions and other complex cases, where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. See 4 Newberg on Class Actions 4th § 11.41 (2008); *Chemical Bank v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992); *Van Bronkhorst v. Safeco Corp*., 529 F.2d 943, 950 (9th Cir. 1976).

A court's approval of a class action settlement will only be reversed for a clear abuse of discretion. See *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801; see also *Officers for Justice,* 688 F.2d at 626 ("reverse only upon a strong showing that the district court's decision was a clear abuse of discretion"); *Chemical Bank*, 955 F.2d at 1276; *Ackerman v. Kassar*, 1993 WL 326453 (9th Cir. 1993); *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1238 (9th Cir. 1998).

As the court in *7-Eleven Owners for Fair Franchising v. Southland Corp* cautioned: "[i]t cannot be overemphasized that neither the trial court in approving the settlement nor this Court in reviewing that approval have the right or duty to reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute. It is well settled that in the judicial consideration of proposed settlements, 'the [trial] judge does not try out or attempt to decide the merits of the controversy,' [citation] and the appellate court 'need not and should not reach any dispositive conclusions on the admittedly unsettled legal issue.'" *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal. App. 4th 1135, 1146.

2. <u>The Settlement is Presumed To Be Fair</u>

The Court should begin its analysis with the presumption that the settlement is fair and should be approved. As the Court of Appeal explained:

> [A] presumption of fairness exists where: (1) the 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 Co (1996) 48 Cal. App. 4th 1794, 1802; 7-Eleven Owners for Fair Franchising, 85 Cal. App. 4th at 1146; accord, Ellis v. Naval Air Rework Facility, 87 F.R.D. 15, 18 (N.D. Cal. 1980); In re Wash. Pub Power Supply, 720 F Supp at 1387.

The settlement in the case at bar warrants approval and carries a presumption of fairness. As previously noted in the application for Preliminary Approval, this current settlement was negotiated at arms' length at mediation, only after the reimbursement data for the class was produced and analyzed. (Choi Decl. at ¶13).

Furthermore, Class Counsel is highly experienced in this type of litigation. As shown in the supporting declarations, Class Counsel has significant experience in class actions and employment wage and hour matters, and has been approved as class counsel in numerous prior wage and hour class actions. (Choi Decl. ¶39; Declaration of Justin Lo ("Lo Decl.") ¶10).

3. <u>Two-Way Costs and Other Risks Inherent In Continued Litigation Favor Final Approval</u>

To assess the fairness, adequacy and reasonableness of a class action settlement, the Court also should weigh the immediacy and certainty of substantial settlement proceeds against the risks inherent in continued litigation. *See also In re General Motors Corp*., 55 F.3d 768, 806 (3d Cir. 1995) ("present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement") (internal citations omitted); *Girsh v. Jepson*, 521 F.2d 1 53, 157 (3d Cir. 1975); *Boyd v. Bechtel Corp*., 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff may have been responsible for Defendants' costs. As such, should individual, current or former employees of Defendants want to bring individual claims on the same causes of action, they would each face the uncertainty of prevailing and the possibility of paying costs to Defendant. Accordingly, such claims likely would not be brought by many of these current and former employees—thus, this lawsuit achieves a true benefit for the class that they might not otherwise get or seek as individuals. Here, given that a fair and reasonable settlement has been reached, neither Plaintiff nor any of the class members will be required to pay for Defendants' litigation costs.

The risks of this case were weighed by Class Counsel and, should be considered a significant issue by the Court in its determination of final approval. Class Counsel obtained a very substantial settlement for the Class that resulted in a fair recovery which at the same time provides for finality and no risk of costs by the Class Members or the Class Representative.

The Settlement Agreement also affords the Class prompt, fair relief, while avoiding significant legal and factual battles that otherwise may have prevented the Class from obtaining any recovery at all. While Class Counsel believe the Class Members' claims are meritorious and can be successfully litigated, they are experienced and fully understand the inherent risks and uncertainty involved with such matters as the resolution of class certification, the outcome of a potential trial, and the outcome of any appeals that would inevitably follow should the Class prevail at trial.

Class Counsel has also assessed the same risks in connection with the current settlement. Because the settlement provides immediate and substantial relief, without the attendant risks and delay of continued litigation – not to mention the threat of litigation costs – Class Counsel believe that the settlement warrants the Court's final approval.

4. The Complexity, Expense and Likely Duration of Continued Litigation Against Defendants Favor Final Approval

Another factor considered by courts in approving a settlement is the complexity, expense, and likely duration of the litigation. *See Officers for Justice*, 688 F.2d at 625; Girsh, 521 F.2d at 157. In applying this factor, the Court must weigh the benefits of the settlement against the expense and delay involved in achieving an equivalent or more favorable result at trial. *See Young v. Katz*, 447 F.2d 431, 433-434 (5th Cir. 1971).

As noted above, continued litigation could have led to appeals on a number of issues. On the other hand, the settlement that was reached provides to all Class Members – regardless of their means – fair relief in a prompt and efficient manner. Were the Court to deny final approval, the Class Members would be left without a remedy as a practical matter and courts across the State would have to address the issues presented here in a piecemeal, costly, and time-consuming manner. The settlement in this case is therefore consistent with the "overriding public interest in settling and quieting litigation" that is "particularly true in class action suits." *See Van Bronkhorst v. Safeco Corp*., 529 F.2d at 950 (footnote omitted); see also 4 Newberg at § 11.41.

5. The Opinion of Experienced Counsel Favors Final Approval

Class Counsel supports the settlement as fair, reasonable and adequate, and in the best interest of the Class Members as a whole. (Choi Decl.; Lo Decl.) Similarly, counsel for Defendants is also in favor of this settlement.

The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the Court in its final approval determination. *See Officers for Justice*, 688 F.2d at 625; *Ellis*, 87 F.R.D. at 18; *Boyd*, 485 F.Supp. at 617; *Linney*, 151 F.3d at 1242.

6. Discovery and the Settlement Discussions Undertaken In This Action Favor Final Approval

Prior to negotiating the settlement, Class Counsel engaged in significant investigation of the claims at issue. Defendants also produced key data pertaining to the class members that allowed Plaintiff to ascertain and determine the potential amount of damages that Defendants possibly could be liable for if Plaintiff prevailed at trial. (Choi Decl. ¶¶13). It was only after the production of such information and data that the Parties engaged in mediation which ultimately led to this settlement. (*Id*.).

As detailed above, each of the factors counsels strongly in favor of final approval of the Settlement by this Court.

IV. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT SHOULD BE APPROVED

Plaintiff has requested, and Defendants do not oppose, a Class Representative Service Award of up to Ten Thousand Dollars ($10,000.00), pursuant to the terms of the Settlement Agreement. Plaintiff requests that this Court approve such service payment in light of the efforts Plaintiff put into this case, the absence of any objection to his service payment, and the excellent result achieved.

As shown in the supporting declaration, Plaintiff spent a significant amount of time discussing this matter with Class Counsel on many occasions and explaining his understanding of the company's practices. Plaintiff personally met with Class Counsel, via Zoom, to discuss the case and the facts involved, and met with Class Counsel to respond to questions and to provide documents. (Declaration of Eric Hardie ("Hardie Decl.") ¶6). Throughout the litigation, Plaintiff made himself available to answer questions, gather documents, and prepare and provide his written discovery responses, and he spent time reviewing the memorandum of understanding and the long-form settlement agreement. (*Id* at ¶7). As part of his duties as the representative, Plaintiff provided invaluable information, evidence, and documents that resulted in this settlement. (*Id* at ¶¶6-7).

Given that future employers are much less likely to hire individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiff may face prejudice in the future from other potential employers. Plaintiff also faced the risk of being subjected to Defendants' costs had Plaintiff lost this case. Plaintiff assumed these risks and the whole class benefited from these risks taken by Plaintiff. Class members did not have to file individual lawsuits and bear the risks of payment of fees and costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a public lawsuit.

Courts have routinely granted approval of settlements containing such enhancements. In *League of Martin v. City of Milwaukee,* 588 F. Supp. 1004 (E. D. Wis. 1984), the court held that the proposed settlement properly granted the named plaintiffs individual relief. It is "not uncommon for Class Members…to receive special relief in settlement… [The Plaintiff] had been instrumental in prosecuting this lawsuit since the date it was filed." *Id.* at 1024. In *Kyriazi v. Western Elec. Co.,* 527 F. Supp. 18 (D. N. J. 1981), a named plaintiff in a Title VII class action was awarded individual relief of back-pay and interest, reinstatement, punitive damages and counsel fees. Similarly, in *Women's Committee for Equal Employment Opportunity v. NBC*, 76 F.R.D. 173 (SDNY 1977), the court approved as fair a settlement that included awards to 16 named plaintiffs of virtually all the damages they sought.

In *Lo Re v. Chase Manhattan Corp*., 1979 U. S. Dist. LEXIS 12210, 19 FEP Cas. (BNA)

1366 (SDNY 1979), the court approved a class representative payment of $229,000.00 out of a $1,579,000.00 settlement fund to the named plaintiff for his individual claims. One of the factors considered by the court in determining that such payments were fair was the fact that none of the absent Class Members objected to the enhancements. The court held that this fact showed that the Class Members were not offended by these enhancements. *Id*. at 17. In the present case, there are no objections filed by any individual to the requested amounts. As such, one can infer that none of the Class Members have any disagreement with such individual enhancements. Furthermore, and as explained above, the Class Representative took substantial risk in bringing the current benefits to the class.

Here, this litigation has resulted in a significantly valuable benefit to the class, and the Class Representative took on substantial risk and sacrifice in helping to secure this financial benefit for the class. As such, the enhancement should be awarded to the named Plaintiff for his commitment, dedication, and the risks taken for this litigation. Accordingly, the Court should find the enhancement to be fair and reasonable.

V. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

Class Counsel has achieved an excellent settlement in this litigation, as set forth in the Settlement Agreement and this Motion. The proposed settlement provides substantial benefits to the Class and was reached after aggressive investigation and litigation by Class Counsel. There have been no objections filed against the Settlement or to Class Counsel's request for attorneys' fees. As more fully detailed below, Class Counsel's request for attorneys' fees is fair, reasonable, and adequate.

Plaintiff seeks attorneys' fees under Code of Civil Procedure § 1021.5, commonly known as the "catalyst" theory, and under the common fund doctrine. Specifically, Plaintiff alleges that the stipends paid to certain members of the Class in or about June and July 2021 were a result of the lawsuit that was filed on March 19, 2021. Thus, Class Counsel allege that they are entitled to seek attorneys' fees based on the value of the stipends that were paid to the Paid Stipend Class.

Under California law, the award of attorneys' fees in common fund class action settlements may be determined under the percentage-of-the-fund method. *See Laffitte v. Robert Half Int'l, Inc.*, 1 Cal. 5th 480, 503 (2016) ("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"). As the California Supreme Court held, "use of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion." *Id.*

Here, Plaintiff seeks a fee award pursuant to a catalyst theory wherein Class Counsel aggregate the Gross Settlement Amount ($875,000.00) and the total amount of stipends that Defendants paid to certain members of the Class ($1,302,964.11), and seek Court approval of up to 20% of this aggregated amount, or $435,592.82 (20% x ($875,000.00 + $1,302,964.11)), for payment to Class Counsel as attorneys' fees from the Gross Settlement Amount. (Settlement Agreement ¶ 3.2.2.). This fee request is unopposed by Defendants. Plaintiff understands that requesting one-third of the total value to the Classes would not be appropriate here because the new money to settle the case was $875,000.00. Thus, Plaintiff requests a reduced fee of 20% of the total value, which is fair and reasonable given the substantial benefit conferred on the Class.

The Supreme Court in *Laffitte* stated that lodestar cross-checks are not required; in many cases, performing a cross-check "undermines" one of the primary reasons for using the percentage method: aligning counsel's incentives with the benefits delivered to the class and discouraging protracted litigation. *Id*. at 506 (finding trial courts "retain the discretion to forgo a lodestar cross-check"). Despite the foregoing, the lodestar cross check also supports the award of the requested attorney's fees in this matter. Plaintiff's Counsel's lodestar is based on approximately 183.90 hours that have been expended in litigating this case along with an estimated 10 hours per counsel to complete this matter for a total of 203.90 hours. (Choi Decl. ¶41; Lo Decl. ¶6). Based on their respective hourly rates, the estimated lodestar is $407,400.00, which results in a 1.069 multiplier, which is reasonable and well within the range of reasonable multipliers utilized by other courts. Specifically, courts find reasonable multipliers in a lodestar cross-check can "range from 2 to 4 or even higher." *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001); *see also Sutter*

Health Uninsured Pricing Cases, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a cross-check in an antitrust class action); *Chavez*, 162 Cal. App. 4th at 60 (applying a 2.5 multiplier on a lodestar cross-check); *City of Oakland v. Oakland Raiders*, 203 Cal. App. 3d 78 (1988) (affirming a 2.34 multiplier without remand). The intermediate court in *Laffitte*, after finding that "2 to 4" is a reasonable range for multipliers on a cross-check, affirmed a 2.13 multiplier. *Laffitte*, 231 Cal. App. 4th at 881-82.

As such, the requested fee award is fair and reasonable, and should be awarded in its entirety. Class Counsel risked not only a great deal of time, but also a great deal of expense to ensure the successful litigation of this action on behalf of all Class Members. Accordingly, Class Counsel's request for attorneys' fees in the amount of up to $435,592.82 is fair, reasonable, and adequate.

VI. ATTORNEY FEE SPLIT

Pursuant to the previously signed fee splitting agreement, and as authorized in writing by the named Plaintiff, Class Counsel have agreed to split the approved fees as follows: 50% to Work Lawyers, P.C., and 50% to the Law Offices of Choi & Associates, P.C. (Choi Decl. ¶44; Lo Decl. ¶12; Hardie Decl. ¶9).

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

The request for reimbursement of litigation costs in the amount of $33,905.77, is fair and reasonable. Pursuant to the terms of the Settlement Agreement, Plaintiff is allowed to seek reimbursement of litigation costs up to a maximum of $35,000.00. Class Counsel have, at their own risk, expended costs, including to file this action, for service of process, payment of mediation fees, and other litigation-related costs. (Choi Decl. ¶42, Ex. B; Lo Decl. ¶9, Ex. B). As such, this request should be approved.

VIII. THE SETTLEMENT ADMINISTRATOR'S FEES AND COSTS SHOULD BE APPROVED

Pursuant to the terms of the Settlement Agreement, the fees and costs of the Settlement Administrator, Phoenix Settlement Administrators, are to be paid out of the Gross Settlement

Amount. The Parties agreed to payment of a maximum of $23,000.00 to the Settlement Administrator for administering this Settlement, including printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the settlement funds, and providing necessary reports and declarations. (Admin Decl. ¶¶ 5, 15). Phoenix Settlement Administrators is a well-recognized class action settlement administrator. Thus, settlement administration costs of up to $23,000.00 should be approved.

IX. NOTICE TO THE LWDA HAS BEEN PROVIDED

On August 7, 2026, Plaintiff uploaded this Motion along with the Proposed Order to the LWDA's website. (Choi Decl. ¶43, Ex. C).

X. UNCASHED FUNDS

This is a non-reversionary settlement as the entirety of the settlement amount will be fully paid out. As amended, and as approved in the Preliminary Approval Order, funds represented by settlement payment checks returned as undeliverable and settlement payment checks remaining uncashed for more than 180 days after issuance will be transmitted to the California State Controller's Unclaimed Property Fund in the name of the Class Member, pursuant to California Code of Civil Procedure § 384. (Amendment to the Class Action and Private Attorneys General Act (Labor Code §§2698, et seq.) Settlement Agreement ("Agreement") ¶ 4.4.3)

Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify the total amount that was paid to all class members and that distribution of the uncashed funds was tendered to the California State Controller. (*Id.*)

XI. CONCLUSION

For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff respectfully submits that the standards for final approval have been met, and that the terms of the Settlement Agreement are fair, adequate and reasonable.

Accordingly, Plaintiff respectfully requests that the Court enter an Order in the form proposed and submitted:

1. Granting final approval to the proposed Settlement Agreement;

2. Approving distribution of the settlement funds pursuant to the terms of the Settlement Agreement;

3. Approving Plaintiff's request for award of the Class Representative Service Award with payment pursuant to the terms of the Settlement Agreement;

4. Approving Plaintiff's request for an award of Class Counsel's fees and costs with payment pursuant to the terms of the Settlement Agreement;

5. Approving Plaintiff's request for payment of the claims administration costs with payment pursuant to the terms of the Settlement Agreement;

6. Entering judgment as to all members of the Settlement Class in this action; and

7. Setting a Compliance Hearing date.

DATED: August 7, 2026

LAW OFFICES OF CHOI & ASSOCIATES, P.C.
WORK LAWYERS PC

By:______________________________
Edward W. Choi
Justin Lo
Attorneys for Plaintiff and the Class