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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

GUILLERMO HERNANDEZ, individually and on behalf of all others similarly situated, Plaintiffs, vs. AMAZON.COM SERVICES, LLC, a Delaware limited liability company; BAMBOO COURIERS, a California corporation; and DOES 1 to 10, inclusive. Defendants.	Case No.: 30-2021-01192697-CU-OE-CXC **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Date: February 9, 2026 Time: 1:30 p.m. Dept.: CX103 [*Filed concurrently with Declaration of Adrian R. Bacon; Declaration of Abigail Schwartz; and [Proposed] Order*] [Hon. David A. Hoffer]

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that at 1:30 p.m. February 9, 2026, or as soon thereafter as the matter can be heard, in Department CX103 of the above-captioned court, located at 751 W. Santa Ana Blvd Santa Ana, CA, 92701, Plaintiff Guillermo Hernandez ("Plaintiff"), will move for an order finally approving the Class Action Settlement described herein. The motion is based on this Notice of Motion, the Memorandum of Points and Authorities in support thereof submitted herewith, the Declarations of Adrian R. Bacon, Abigail Schwartz, and Guillermo Hernandez, as well as exhibits thereto, submitted herewith, and such other filings and arguments that may be submitted for the Court's consideration, as well as all documents and records on file in this matter.

Plaintiff's Motion is made pursuant to Cal. Code Civ. P. § 382 on the grounds that the proposed settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class.

Dated: January 15, 2026

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

By: ______________________
Adrian R. Bacon
Attorney for Plaintiff

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I. INTRODUCTION

As set forth in the Motion for Preliminary Approval, Plaintiff Guillermo Hernandez ("Plaintiff") reached a class-wide settlement with Defendants Amazon.com Services, LLC and Bamboo Couriers. ("Defendants"), which will resolve all Released Claims against Defendants arising from its alleged practice of failure to pay at least minimum wages for all hours worked, failure to pay premium wages for all overtime hours worked, failure to pay premium wages for missed, late, and/or interrupted meal and rest periods, failure to pay all wages, failure to provide accurate itemized wage statements, and failure to pay all wages due upon termination. Plaintiff also alleged a cause of action under the Unfair Competition Law ("UCL"), Bus. & Prof. Code § 17200, et seq., arising from the alleged Labor Code violations. The Settlement provides for a non-reversionary fund of Two Hundred Ninety-Five Thousand Dollars ($295,000) in compromise of the disputed wage and hour claims asserted in this case.

This Court previously granted preliminary approval as to this settlement. See Prelim. Approval Order. Thus, the Court has already carefully considered the settlement and reviewed it at the preliminary stage with the same rigor applicable at the final approval stage. See Cotter v. Lyft, Inc., 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016) ("courts should review class action settlements just as carefully at the initial stage as they do at the final stage…rather than kicking the can down the road.").

The results of the notice process confirm that the settlement is fair and reasonable. First, the vast majority (98.1%, or 461 out of 476) of the class of 476 members successfully received notice. Of those 461 members who received notice, there were zero valid objections submitted and zero opt outs. See Decl. of Abigail Schwartz ("Schwartz Decl.") at ¶ 15; Declaration of Adrian R. Bacon Decl. ("Bacon Decl.") at ¶ 38. This robust response to the proposed settlement confirms that the Court was correct in approving the preliminary settlement of this matter. Accordingly, the Court should grant final approval of the settlement.

As further ordered by the Court, Plaintiff's counsel also submits evidence of attorneys' fees and actual litigation costs to enable the Court to evaluate the lodestar and costs claimed.

II. FACTUAL BACKGROUND AND RESULTS OF THE NOTICE PROCESS

A. Litigation History

Plaintiff began working for Bamboo as a delivery driver on April 4, 2020; Second Amended Complaint ("SAC") at ¶ 34. While employed by Bamboo, Plaintiff alleges that he was required to purchase items as reasonable business expenses without recompense, was not paid for all hours worked as he was required to show up thirty minutes early and inspect his vehicle after clocking out without pay, had his hours manipulated to avoid overtime, and was denied meal and rest breaks. SAC at ¶¶ 38-46, 50-52.

Plaintiff filed a PAGA letter naming Bamboo and Amazon on March 18, 2021. Plaintiff initiated this action by filing his Class Action Complaint on April 1, 2021, in Orange County Superior Court. On June 15, 2021, Plaintiff filed his First Amended Complaint to add his PAGA cause of action. On October 1, 2021, the Orange County Superior Court granted a Motion to Compel Plaintiff to Arbitration and dismissed Plaintiff's individual and class action claims. ("Bacon Decl.") at ¶¶ 5-7.

On January 31, 2023, the Parties attended mediation with experienced wage and hour mediator Jeffrey Krivis and arms-length settlement negotiations between the Parties resulted in this class and PAGA Settlement. Plaintiff and Class Counsel concluded, after taking into account the sharply disputed factual and legal issues involved in this Action, the risks attendant to further litigation, the discovery conducted to date, and the substantial benefits to be received, that settlement as set forth herein was in all Class Members' best interests. *Id*. ¶ 8. After the lengthy negotiation with Mr. Krivis' assistance, the Parties eventually reached an agreement to resolve the matter, the terms of which are embodied in the Agreement. *Id.*

Plaintiff filed his initial Motion for Preliminary approval of Class Action Settlement on January 30, 2025. The matter was reassigned to this Honorable Court on April 28, 2025. On May 23, 2025, the Court issued an order, requiring supplemental briefing (including changes to the settlement agreement and notice documents) and Continuing the hearing on Plaintiff's

Motion for Preliminary Approval to August 21, 2025. Plaintiff filed said briefing and changes to the settlement and notice documents on August 7, 2025. After another brief continuance, this Honorable Court granted Preliminary Approval of Class Action Settlement on September 8, 2025. ("Bacon Decl.") at ¶¶ 12-16.

B. Review of Settlement Terms

As described on Plaintiff's Preliminary approval papers, the Settlement provides for a non-reversionary Settlement Fund for the benefit of all Class Members and PAGA Members. (Bacon Decl. ¶ 17, Settlement Sec. III(7)). The Settlement Fund is defined as the Gross Settlement Amount of Two Hundred Ninety-Five Thousand Dollars ($295,000). (*Id*. ¶ 18; Settlement, Sec. III(7))). "Class Members" means "all individuals who were employed by Bamboo during the Class Period as a non-exempt employee." (*Id*. ¶ 19; (Settlement, Sec. I(5)). The Class Period is April 1, 2017 to May 1, 2023. (*Id*. ¶ 20; Settlement, Sec. I(6)). The PAGA Settlement Period is March 18, 2020 through May 1, 2023. (*Id*., Settlement, Sec. I(29)). "PAGA Members" means all individuals who are or previously were employed by Bamboo in California as non-exempt employees at any time during the PAGA Settlement Period ((*Id*. ¶ 21, Sec. I(26).) "Participating Class Members" includes all Class Members who do not timely exclude themselves from the Settlement. (*Id*. ¶ 22; Settlement, Sec. I(30)).

Each Participating Class Member is entitled to an Individual Settlement Share of the Net Settlement Amount, which is defined as the Gross Settlement Amount, less 1) the Service Award of $10,000 to Plaintiff for his service to the Class as Class Representative, 2) Attorneys' Fees in the amount of Ninety Eight Thousand Three Hundred and Thirty Three Dollars ($88,500), or 30% of the Settlement Fund,[1] plus Class Counsel's expenses estimated to be $15,000, 3) Claims Administration Expenses, including the postage and

[1] The Court indicated at Preliminary Approval that it would approve only 30% as a fee award, rather than 1/3. Plaintiff does not contest this and seeks 30% as suggested by the Court.

printing costs for the Class Notices and the postage costs for mailing the payments not expected to exceed $18,080, and 4) the PAGA Payment of Twenty Thousand Dollars ($20,000), 75% of which shall go to the Labor and Workforce Administration ("LWDA") and 25% of which shall go to PAGA Members. (*Id*. ¶ 23).

The Net Settlement Amount will be paid as individual shares to Participating Class Members. (*Id*. ¶ 24). The Individual Settlement Shares will be allocated with 33% of each share shall represent wages and interest and 67% shall represent penalties. (*Id.* ¶ 25). The portion of each Individual Settlement Share representing wages will be subject to normal employment tax withholdings relative to the Participating Class Member's employment (e.g., withholdings for State and Federal income tax, employee FICA tax, California SDI, etc.) with the Claims Administrator remitting all such employment tax withholdings directly to the pertinent state and federal taxing authorities (*Id*. ¶ 26).

C. Preliminary Approval of the Settlement

This Court previously granted preliminary approval as to this settlement. See Prelim. Approval Order. Pursuant to Cal. Code Civ. P. 382, the Court certified the class for settlement purposes. The Court appointed Plaintiff Guillermo Hernandez as class representative and appointed the Law Offices of Todd M. Friedman, as Class Counsel. The Court also appointed Rust Consulting ("Rust") as Settlement Administrator. The Court also approved the Settlement Class Notice and the method of distributing the Settlement Class Notice as set forth in the Settlement Agreement. The Agreement, as approved by the Court, established various deadlines, directing the Settlement Administrator to disseminate the Class Notice and setting an opt-out, and written objection deadline of 45 days after mailing of notice. (Settlement ¶39). Further, Plaintiff informed the LWDA of the settlement, and the LWDA has not submitted any comment or objection to the settlement.

D. Results of the Notice Process to Date

Pursuant to the Court's Order and Settlement Agreement, Rust mailed the Class Notice to 476 settlement class members on October 22, 2025. See Schwartz Decl. at ¶ 12. Of the 476 mailed class notices, just 15 were undeliverable by mail. *Id*. ¶ 13. Re-mailed Class Notices were provided with an extended deadline of 20 days after the re-mail date. The latest extended deadline was December 26, 2025. ¶ 14. Thus, the notice was successfully delivered to 461 of 476 members, or over 98% of the class. Of those 461 members who received notice, there were zero valid objections submitted (or any type of objection, timely or otherwise). *Id*. at ¶ 15. Of those members who received notice, two returned valid information sheets containing a Qualifying Workweek dispute. *Id.* at ¶ 16. These two (2) Worksheets are currently under review. *Id*.

III. THE COURT SHOULD FINALLY APPROVE THE SETTLEMENT

Rule 3.769 of the California Rules of Court (CRC) sets forth the procedures for settlement of class actions in California. A two-step process is required: first, the court preliminarily approves the settlement and the settlement class members are notified as directed by the court. CRC 3.769(c)-(f). Second, the court conducts a final approval hearing to inquire into the fairness of the proposed settlement. CRC 3.769(g). If the court approves the settlement, a judgment is entered with provision for continued jurisdiction for the enforcement of the judgment. CRC 3.769(h). Many courts in California, including this one, have adopted a "front loaded" approach to settlement approval, where settlements are carefully reviewed at the preliminary stage, and final approval is generally reserved for review of the results of the notice period, and the reaction of the class to the settlement. <u>See</u> <u>Cotter v. Lyft, Inc.</u> (N.D. Cal. 2016) 193 F.Supp.3d 1030, 1037 ("courts should review class action settlements just as carefully at the initial stage as they do at the final stage…rather than kicking the can down the road.").

A. The Presumption of Fairness at the Final Approval Stage

"[A] presumption of [a class action settlement's] 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." Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 245.

The settlement that has been reached here is the product of significant effort and tenacious negotiations by the parties and their counsel. The settlement was reached after a full day of mediation before Mr. Krivis. (Bacon Decl. at ¶ 32) After the lengthy negotiation with Mr. Krivis' assistance, the Parties eventually reached an agreement to resolve the matter, the terms of which are embodied in the Agreement. *(Id).*

The Parties have conducted research, investigation, and exchange of information, including a review of damages data. Counsel also received extensive data in connection with the Parties mediation session, which they analyzed in order to value the claims at issue. (Bacon Decl. at ¶ 10–12.) Plaintiff and Class Counsel concluded, after taking into account the sharply disputed factual and legal issues involved in this Action, the risks attendant to further prosecution, the informal discovery conducted to date, and the substantial benefits to be received pursuant to the proposed terms, that settlement as set forth herein was in the best interests of the Class Members. (Bacon Decl. at ¶ 32.)

Throughout the discussions, Plaintiff performed an assessment of Defendants' exposure and potential liability, to which Defendants responded, and based on those negotiations, the Parties reached an agreement in principle for the class-wide resolution of Plaintiff's claims. After issuance of notice to the class, there have been zero objections zero so far. See Schwartz Decl. at ¶ 15. Taken together, these factors clearly establish the presumption of fairness.

B. The Kullar Factors at the Final Approval Stage

In determining whether a class settlement should be approved – viewed through the prism of the presumption of fairness – trial courts evaluate (1) the strength of plaintiffs' case; (2) the risk, expenses, complexity and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery contemplated and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the settlement class members to the proposed settlement. Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 128. The list of factors is not exclusive, and the court is free to engage in a balancing and weighing of factors depending on the circumstances of a case. Wershba, 91 Cal.App.4th at 245.

1. The Strength of Plaintiff's Case

"The merits of the underlying class claims are not a basis for upsetting the settlement of a class action[,] [and] [t]he proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved had plaintiffs prevailed at trial." Wershba, 91 Cal.App.4th at 246. "In the context of a settlement agreement, the test is not the maximum amount plaintiffs might have obtained at trial on the complaint, but rather whether the settlement was reasonable under all of the circumstances." Id. at 250.

Nonetheless, Plaintiff provided "a meaningful and substantial explanation of the manner in which the factual and legal issues have been evaluated." Kullar, 168 Cal. App. 4th at 132-33. Plaintiff has discussed in detail the nature and magnitude of the claims at issue in this litigation and Plaintiff's basis for concluding that the settlement is a reasonable compromise. See Mot. for Prelim. Appr. of Settlement.

This claims at issue in this matter may be categorized as follows:

a. Class Members did not receive duty free meal and rest breaks;
b. Class Members were not paid any overtime or double time; and
c. Derivative penalties under a variety of Labor Code sections, including PAGA.

Throughout investigation and leading up to mediation, which included both formal and informal discovery, several factual and legal defenses arose which made it clear that there were substantial risks with the theories upon which we were pursuing the case, both to merits and certification issues.

First, Bamboo was the direct employer, and so any success for the Class would have required Plaintiff to show a joint employer relationship, and to maintain liability against Amazon in the case. That would be challenging, given that Amazon kept an arm's length distance from the employees, and Bamboo controlled their daily operations. If Plaintiff lost the joint employer issue, counsel understands that Bamboo would likely cease operations and then the Class would recover nothing. Next, there was a class action waiver and arbitration agreement, which compelled Plaintiff to arbitration on a motion. (Bacon Decl. ¶ 35). Plaintiff's counsel believed it would be difficult to overturn that ruling on an appeal. Third, these issues aside, the underlying case had merits and certification defenses in spades.

Second, the risks inherent in Plaintiff's ability to meet the burden of proof at trial also favor settlement. For example, in addition to raising concerns regarding commonality with respect to the alleged failure to pay all wages because not all hours were recorded, Defendants could establish that they lacked even constructive knowledge of the unpaid time. Defendants have a compelling argument that Bamboo's policies and procedures were compliant, such that Plaintiff cannot meet his burden of showing that work was performed off the clock on a class-wide basis, which presents a challenge both to merits and certification and a manageability concern with respect to PAGA. Bamboo provided its employee policies and procedures, which provided for Class Members to take an off-duty meal break every day. Bamboo additionally provided information regarding how Class Members were to track hours worked and not worked and thus argued that the failure to properly record time was the Class Members fault. (Bacon Decl. ¶ 35

These risks weigh in favor of settlement, notwithstanding Defendants' exposure in theory. Defendants are potentially liable, pursuant to Labor Code §§ 203 and 226(e), for the alleged underpayment to Class Members and failure to pay meal and rest period premiums. However, the claims are derivative of the underlying Labor Code violations and susceptible to the same defenses. The risk is significant not only that Plaintiff cannot meet his burden of proof at trial, but also that Defendants can establish a good faith defense to preclude the imposition of penalties. Furthermore, whether penalties can be "stacked" for multiple, predicate Labor Code violations in a single pay period is unclear and remains discretionary, and there is a real risk that any award of penalties pursuant to PAGA could be drastically reduced at the Court's discretion under Labor Code § 2699(e)(2). *See, e.g., Bright v. 99¢ Only Stores*, 189 Cal. App. 4th 1472, 1480, fn. 8 (2010).

Moreover, the claims at issue here are challenging because Bamboo has a potentially compliant written policy. Moreover, because PAGA is designed to deter employers' knowing and intentional misconduct, Defendants contend that any penalties awarded would certainly be reduced to reflect the absence of bad faith. Amazon may not have even been an employer. Bamboo also was indicating it was financially insolvent, which is a factor in PAGA penalties. Moreover, because the majority of penalties available are pursuant to PAGA, 75% of which are allocated to the State, the amount that Class Members would ultimately receive if Plaintiff were to prevail on the merits would be negligible. (Bacon Decl. ¶ 35).

2. The Risks of Continued Litigation

In reaching this settlement, Plaintiff reasonably considered certain risks. First, the risk of certification of the proposed class being denied favors settlement. "In considering whether a class action is a superior device for resolving a controversy, the manageability of individual issues is just as important as the existence of common questions uniting the proposed class." *Salazar v. See's Candy Shops, Inc.*, No. B300778, 2021 WL 1852009, at *3 (Cal. Ct. App. Apr. 26, 2021) (quoting *Duran*, 59 Cal.4th at 28-29); *see also Brinker*, 53 Cal. 4th at 1024 (same) (citations omitted). In this case, under *Duran* and *Brinker*, Plaintiff's claims for meal and rest break violations may present questions of manageability with respect to common proof.

In settlement discussions, the Parties relied on Bamboo's time records maintained regarding the Class Members to assess the extent of Defendants' exposure and calculate the amount of damages. Bamboo provided numbers regarding the number of Class Members, the number of workweeks at issue, the time period, and the average rate of pay for Class Members. Bamboo also produced a data sample for the timekeeping and payroll records which my office analyzed and used Excel formulas in combination with Plaintiff's testimony to extrapolate the meal and rest break violations and derivative violations. (Bacon Decl. ¶¶ 10-11). While Plaintiff contends that they are only relevant to damages, these individual questions of fact present manageability concerns even where some common proof exists to show Defendants' failure to comply with California law.

Such considerations weigh heavily in support of the fairness of the Settlement because, absent certification of the underlying claims, Defendants' potential exposure would be limited to PAGA penalties for non-compliant wage statements and rest break violations.

3. The Risks of Maintaining Class Action Status through Trial

The risks inherent in Plaintiff's ability to meet the burden of proof at trial also favor settlement. For example, in addition to raising concerns regarding commonality with respect to the alleged failure to pay all wages because not all hours were recorded, Defendants could establish that they lacked even constructive knowledge of the unpaid time. Defendants have a compelling argument that Bamboo's policies and procedures were compliant, such that Plaintiff cannot meet his burden of showing that work was performed off the clock on a class-wide basis, which presents a challenge both to merits and certification and a manageability concern with respect to PAGA. Bamboo provided its employee policies and procedures, which provided for Class Members to take an off-duty meal break every day. Bamboo additionally provided information regarding how Class Members were to track hours worked and not worked and thus argued that the failure to properly record time was the Class Members fault.

These risks weigh in favor of settlement, notwithstanding Defendants' exposure in theory. Defendants are potentially liable, pursuant to Labor Code §§ 203 and 226(e), for the alleged underpayment to Class Members and failure to pay meal and rest period premiums. However, the claims are derivative of the underlying Labor Code violations and susceptible to the same defenses. The risk is significant not only that Plaintiff cannot meet his burden of proof at trial, but also that Defendants can establish a good faith defense to preclude the imposition of penalties. Furthermore, whether penalties can be "stacked" for multiple, predicate Labor Code violations in a single pay period is unclear and remains discretionary, and there is a real risk that any award of penalties pursuant to PAGA could be drastically reduced at the Court's discretion under Labor Code § 2699(e)(2). *See, e.g., Bright v. 99¢ Only Stores*, 189 Cal. App. 4th 1472, 1480, fn. 8 (2010).

Moreover, the claims at issue here are challenging because Bamboo has a potentially compliant written policy. Moreover, because PAGA is designed to deter employers' knowing and intentional misconduct, Defendants contend that any penalties awarded would certainly be reduced to reflect the absence of bad faith. Amazon may not have even been an employer. Bamboo also was indicating it was financially insolvent, which is a factor in PAGA penalties. Moreover, because the majority of penalties available are pursuant to PAGA, 75% of which are allocated to the State, the amount that Class Members would ultimately receive if Plaintiff were to prevail on the merits would be negligible. (Bacon Decl. ¶ 35).

4. The Amount Offered in Settlement

The Settlement provides for a non-reversionary fund of Two Hundred Ninety-Five Thousand Dollars ($295,000) in compromise of the disputed wage and hour claims asserted in this case. This amount is non-reversionary and thus will be paid out in full to the benefit of the settlement class members, less Service Award to Plaintiff of $10,000 for his service to the Class as Class Representative; Attorneys' Fees in the amount 30% of the Settlement Fund ($88,500), plus Class Counsel's expenses of up to $15,000; Claims Administration Expenses of $18,080.) and the PAGA Allocation of Twenty Thousand Dollars ($20,000). (Bacon Decl. at ¶ 23.) (Schwartz Decl. at ¶ 18)

In the instant matter, the Net Settlement Amount will be paid in its entirety to Participating Class Members as Individual Settlement Shares in amounts based on their respective Workweeks because Class Members who worked longer for Bamboo will necessarily have suffered more violations, including by receiving more allegedly defective wage statements.

5. The Extent of Discovery Completed and the Stage of Proceedings

Plaintiff here had the information needed to determine that this is a reasonable settlement, as the Court recognized by granting preliminary approval. First, Plaintiff received more than sufficient class- and PAGA- related data, which counsel used to calculate approximate damages in order to negotiate a fair, adequate, and reasonable settlement. (Bacon Decl. ¶¶10-11).

Bamboo produced relevant information regarding the Class Members and the PAGA Members, including samples of the Class Members and PAGA Members' timekeeping and payroll records, and documents pertaining to Bamboo's uniform policies and procedures. *(Id)*. It was through this data that Plaintiff was able to calculate the estimated class damages. Counsel calculated § 226 and § 203 penalties for the Class as well, using the same data provided in discovery. Thus, Plaintiff's counsel had sufficient data to assess the merits of this case at the time of settlement. Thus, given the legal issues in litigation, as well as the practical realities of this particular case, Plaintiff had ample information to make a thorough evaluation of the merits of the settlement.

6. The Experience and View of Counsel

Class Counsel are highly experienced in wage and hour class actions and believe this settlement is a reasonable compromise given the value of the settlement, Plaintiff's claims, and the risk of further litigation.

Class Counsel has a great deal of experience in wage and hour class action litigation. Plaintiff is represented by counsel experienced in complex litigation, including wage and hour class actions. (Bacon Decl. ¶¶ 41–55). The Law Offices of Todd M. Friedman has served as plaintiffs' counsel in dozens of class actions involving various wage and hour and consumer rights claims where a settlement was reached on a class-wide basis and has achieved more than $300,000,000 in class-wide relief. (*Id.*).

Based upon this experience, as well as issues unique to this case, Plaintiff's counsel believes that this settlement is appropriate under the *Kullar* factors.

7. PAGA Allocation Specifically

Here, there is no governmental participation in this action per se. To the extent the state of California is considered to be a governmental participant with respect to the PAGA claim, the fact that the state has not objected to the settlement or the PAGA allocation weighs in favor of granting final approval. In the Agreement, the PAGA Allocation is $20,000, 75% of which shall go to LWDA and 25% of which shall go to class members. (Settlement, Sec. I(S)).

An exact exposure number for the PAGA claim is inherently speculative because of the Court's discretion to reduce a PAGA penalty on the grounds that it is "unjust" or "oppressive." Cal. Lab. Code § 2699 (e)(2); see also Carrington v. Starbucks Corp. (2018) 30 Cal.App.5th 504, 529 [241 Cal.Rptr.3d 647, 669, 30 Cal.App.5th 504, 529] (reducing "$50 maximum penalty (per initial violation) to the penalty imposed—only $5 per initial violation"); Magadia v. Wal-Mart Associates, Inc. (N.D. Cal. 2019) 384 F.Supp.3d 1058, 1104 ("[T]he Court reduces the amount of PAGA penalties awarded the Final Wage Statement Class to 20% of Plaintiffs' original request of $ 28,928,500 in PAGA penalties."); Kaanaana v. Barrett Business Services, Inc. (2018) 29 Cal.App.5th 778, 788 [240 Cal.Rptr.3d 636, 642] (reducing PAGA penalties to 13% of the total penalties); Aguirre v. Genesis Logistics (C.D. Cal., Dec. 30, 2013) 2013 WL 10936035, at *2 (reducing PAGA penalties from $1.8 million to $500,000); Fleming v. Covidien Inc. (C.D. Cal. Aug. 12, 2011) 2011 WL 7563047, at *3-4 (invoking § 2699(e)(2) and reducing PAGA penalty award from $2.8 million to $500,000); Makabi v.

Gedalia (Cal. Ct. App. Mar. 2, 2016) 2016 WL 815937, at *2 & n.3 (unpublished) (noting that the trial court invoked § 2699(e)(2) and declined to apply any PAGA penalties, despite finding that defendants violated PAGA).

In light of the fact that large PAGA awards are often reduced in practice, courts have routinely approved lesser allocations for PAGA penalties in settlements that provide sufficient class-wide recovery. See e.g., del Toro Lopez 2018 WL 5982506, *8 (approval of $50,000 to PAGA out of $10 million settlement); Martin v. Legacy Supply Chain Servs. II, Inc. (S.D. Cal. Feb. 12, 2018) 2018 WL 828131, *2 (granting preliminary approval of PAGA allocations of $10,000 out of $625,00 settlement fund).[2] Such resolutions provide immediate benefit to settlement class members, as well as additional funding for the State, and the State of California has not objected to such allocations. Other courts have regularly approved such settlements, including ones with proportionately lower allocations for settlement of PAGA claims.

Moreover, Plaintiff provided specific notice to the California Division of Labor Standards Enforcement regarding the PAGA allocation and the terms of this settlement in conjunction with preliminary approval briefing. (Bacon Decl. ¶ 36). Despite this specific notice, the State did not respond to the notice or submit any comments or objections to this settlement. (*Id.*). The LWDA has also declined to participate in this litigation pursuant to Plaintiff's PAGA notice letter. The State's silence on this settlement supports the parties' contention here that the PAGA allocation in this class settlement is adequate and weighs in favor of final approval. See Schuchardt v. Law Office of Rory W. Clark (N.D. Cal. 2016) 314 F.R.D. 673, 685 (where state

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[2] See also Chu v. Wells Fargo Invs., LLC (N.D. Cal. Feb. 16, 2011) 2011 WL 672642, *1 (approving PAGA settlement payment of $7,500 to the LWDA out of $6.9 million common-fund settlement); Franco v. Ruiz Food Products, Inc. (E.D. Cal. Nov. 27, 2012) 2012 WL 5941801, *13 (approving PAGA settlement payment of $7,500 to the LWDA out of $2.5 million common-fund settlement); Viceral v. Mistras Grp., Inc. (N.D. Cal. Oct. 11, 2016) 2016 WL 590789, at *9 ("[W]here a settlement for a Rule 23 class is robust, the statutory purposes of PAGA may be fulfilled even with a relatively small award on the PAGA claim itself, because such 'a settlement not only vindicates the rights of the class members as employees, but may have a deterrent effect upon the defendant employer and other employers, an objective of PAGA.'").

or federal officials are notified of a settlement and do not object, the "governmental participant" factor weighs in favor of final approval).

8. The Positive Reaction of Settlement Class Members Supports Final Approval

Lack of objections and opt-outs from settlement class members is also a significant factor in favor of final approval. See Vasquez v. USM Inc. (N.D. Cal. Feb. 16, 2016) 2016 WL 612906, *3 (citing Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc. (C.D. Cal. 2004) 221 F.R.D. 523, 529 ("the absence of a large number of objections to a proposed class action settlement raises a strong presumption [that] the terms of a proposed class settlement are favorable to the class members"); Carter v. City of Los Angeles, (2014) 224 Cal. App. 4th 808, 822 ("small percentage [of objectors] indicates the settlement was fair".).

Here, there are zero valid objections submitted (or any type of objection, timely or otherwise). See Schwartz Decl. at ¶ 25. Of those members who received notice, only 2 returned a valid Information Sheet with a correction as to their Qualifying Workweeks. Id. at ¶ 17. See, e.g., In re Omnivision Techs., Inc. (N.D. Cal. 2008) 559 F. Supp. 2d 1036, 1043 (approving settlement where "the Court received objections from only 3 out of 57,630 potential Class Members who received the notice").

Thus, Plaintiff believes that the overall reaction to the settlement has been overwhelmingly positive. Courts have consistently approved settlements that are fair, reasonable, and adequate, even in the face of far larger numbers of opt-outs than exists here. See e.g., Marshall v. Nat'l Football League (8th Cir. 2015) 787 F.3d 502, 513 ("The fact that less than ten percent of the entire class opted out of the settlement – despite conscious efforts by some class members to persuade the other class members of unfairness – suggests it was favorable to what most members believed their claims were worth."); Jones v. Singing River Health Servs. Found. (5th Cir. 2017) 865 F.3d 285, 299-300; Almond v. Singing River Health Sys. (2018) 138 S.Ct. 1000 (approving settlement where 6.66% of the class objected).

In sum, there has been an overall positive reaction to the settlement with nearly all settlement class members having received notice of it multiple times. Accordingly, this factor, along with all other Kullar factors, weighs in favor of final approval.

9. Attorneys' Fees and Litigation Costs

As further ordered by the Court, Plaintiff's counsel also submits evidence of attorneys' fees and actual litigation costs to enable the Court to evaluate the lodestar and costs claimed. Plaintiff's motion for attorneys' fees, filed concurrently with the instant motion, provides further insight into the propriety of the requested fee amount under the Settlement Agreement.

For ease of reference, Plaintiff's counsel is requesting attorneys' fees in the amount of $88,500 (30%) of the Settlement Fund, plus Class Counsel's expenses of up to $15,000. To date, the firm has incurred approximately 193.3 hours of attorney time for this case, with a total lodestar of $140,842.50 by the time final disbursement and administration is closed. Bacon Decl. ¶ 56.

The firm has incurred litigation costs in this matter in the amount of $13,220.45, to date, including filing expenses, mediation fees, and other miscellaneous expenses. These costs are comprised of costs for filing and serving the complaint, transmitting copies of filings to the Honorable Court, and payment of mediation fees. The Declaration of Adrian R. Bacon includes a table of these costs for the review of the Court. (Bacon Decl. at ¶ 59). The Law Offices of Todd M. Friedman, P.C.'s hourly rates are reasonable in respect to the ranges charged by comparable law firms in the State of California as set forth in the separate motion for fees. (Bacon Decl. at ¶ 61). As fully outlined in the declaration in support of this motion, and in light of this experience and the customary rates on the Laffey Matrix, a $1,050 hourly rate of is warranted for Mr. Friedman, and $900 is warranted for Mr. Bacon. The Declaration of Adrian R. Bacon outlinings the time spent by members of the firm on this matter. (Bacon Decl. at ¶ 61.)

The proposed awards of attorneys' fees and costs are well within the range of reasonableness and warrant this Court's approval. This is especially so in view of Plaintiff's attorneys' efforts and risks in pursuing this case, and the results achieved (i.e., obtaining a favorable class-wide resolution in the face of uncertain factual and legal questions as to core issues in this case). Higher Fee awards of one-third of the maximum Settlement Fund have been consistently approved as reasonable based on Plaintiff's counsel's experience in class action matters.

IV. CONCLUSION

Based upon the foregoing, and the papers filed in support of this Motion and Plaintiff's Motion for Preliminary Approval, this settlement should be approved. Plaintiffs respectfully request that the Court grant this motion and permit settlement class members to obtain the benefits of this settlement.

Dated: January 15, 2026

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

By: ______________________

Adrian R. Bacon
Attorney for Plaintiff

PROOF OF SERVICE

I am employed in Los Angeles County, California. I am over the age of 18 and not a party to this action. My business address is 23586 Calabasas Rd., Suite 105, Calabasas, CA 91302.

On January 15, 2026, I served the foregoing document, described as:

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; DECLARATION OF ADRIAN R. BACON IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; DECLARATION OF GUILLERMO HERNANDEZ IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; DECLARATION OF ABIGAIL SCHWARTZ FOR RUST CONSULTING, INC; PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT[ ] the original of the document

[x] true copies of the document

as follows:

MORGAN, LEWIS & BOCKIUS LLP Daniel Rojas Daniel.Rojas@morganlewis.com Max.Fischer Max.Fischer@Morganlewis.com Attorneys for Defendant	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Nikolas Djordjevski Nikolas.Djordjevski@Ogletree.com Yousaf Jafri Yousaf.Jafri@Ogletree.com Tim Johnson Tim.Johnson@Ogletree.com

[xx] **BY ELECTRONIC MAIL**: I served the above documents in pdf format to the email listed in the service caption above. A true and correct copy of transmittal will be produced if requested by any party or the Court.

[xx] **STATE:** I declare under penalty of perjury under the laws of the state of California that the above is true and correct.

[ ] **FEDERAL:** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed this January 15, 2026, at Calabasas, California.

EC

Erika Campany