HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
arowbatham@haineslawgroup.com
Susan J. Perez (SBN 329044)
sperez@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ELIA PAREDES ACOSTA, as an individual and on behalf of all others similarly situated, Plaintiff, vs. SMG/LONG BEACH CONVENTION AND ENTERTAINMENT CENTER, a business entity form unknown; ASM GLOBAL FRESNO, LLC, a Delaware limited liability company; and DOES 1 through 100, Defendants.	CASE NO. 21STCV27103 [*Assigned for all purposes to the Hon. Theresa M. Traber, Dept. 1*] **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE SERVICE PAYMENT** Date: October 15, 2025 Time: 10:30 a.m. Dept.: SSC-1 Action Filed: July 23, 2021 Trial Date: None Set

PLEASE TAKE NOTICE that on October 15, 2025, at 10:30 a.m., or as soon thereafter as the matter may be heard in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, Plaintiff Elia Paredes Acosta, individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for entry of an Order pursuant to California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court:

1. Confirming the certification of the Settlement Class for settlement purposes under California Code of Civil Procedure § 382;
2. Confirming the appointment of Plaintiff Elia Paredes Acosta as the Class Representative for settlement purposes;
3. Confirming the appointment of Fletcher W. Schmidt, Paul K. Haines, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC as Class Counsel for settlement purposes;
4. Granting final approval of the proposed Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement");
5. Approving an award of $71,666.67 in attorneys' fees to Class Counsel;
6. Approving an award of $32,770.78 in actual litigation costs reimbursement to Class Counsel;
7. Approving an award of $8,990.00 in costs to Apex Class Action Administration for its settlement administration services;
8. Approving a Class Representative Service Payment of $10,000.00 to Plaintiff Elia Paredes Acosta for her service as the Class Representative; and
9. Entering final judgment in the form of the [Proposed] Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Service Payment (the "[Proposed] Judgment and Order") submitted herewith.

This Motion is made on the following grounds: (l) the Settlement Class continues to meet the requirements for class certification for settlement purposes only under Code of Civil

Procedure § 382; (2) Plaintiff and Class Counsel continue to be adequate representatives of the Settlement Class; (3) the Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the requested awards of attorneys' fees and costs, Class Representative Service Payment, and settlement administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the [Proposed] Judgment and Order submitted concurrently herewith should be entered so as to give finality to, and allow for disbursements from, the Settlement.

This Motion is based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of Fletcher W. Schmidt, Paul K. Haines, Andrew J. Rowbotham, Susan J. Perez, Elia Paredes Acosta,[1] and Stacey Shim of Apex Class Action Administration, and the exhibits attached thereto; the Settlement Agreement; all other pleadings and papers on file in this action; and on any further oral or documentary evidence or argument presented at the time of hearing.

Dated: September 22, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________
Andrew J. Rowbotham
Attorneys for Plaintiff

[1] Plaintiff Elia Paredes Acosta previously submitted two declarations in support of preliminary settlement approval on February 4, 2025, and April 22, 2025. For the convenience of the Court, Plaintiff is re-submitting her declarations with the current filing.

TABLES OF CONTENTS

TABLE OF AUTHORITIES

Federal Cases

State Cases

State Statutes and Rules

Unpublished Cases

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Elia Paredes Acosta ("Plaintiff") hereby submits this Memorandum of Points and Authorities in support of her Motion for Final Approval of this Class Action Settlement (the "Settlement") on behalf of all current and former non-exempt employees of Defendant SMG ("Defendant") in California who worked at any time between January 26, 2017 and June 30, 2024 (the "Class Period"), at the Long Beach Convention and Entertainment Center. Plaintiff and Defendant will be referred to collectively herein as the "Parties."

This is a $215,000.00 non-reversionary Settlement. All participating Settlement Class members will automatically receive payments without the need to submit a claim form. This results in an average Individual Class Payment of approximately $191.46 to each of the 413 Settlement Class members, with the highest Individual Class Payment expected to be approximately $1,127.19. Further, this Settlement provides additional consideration to the State of California and 287 Aggrieved Employees for the resolution of the Private Attorneys General Act ("PAGA") claim, resulting in average Individual PAGA Payments of approximately $13.07, with the highest additional Individual PAGA Payment expected to be approximately $42.24.[2] This is an excellent resolution of the disputed wage and hour claims at issue in this case considering the significant litigation risks that Plaintiff faced. After receiving notice of the proposed Settlement and the estimated Individual Class Payments, not a single Settlement Class member disputed his or her workweek information, objected to, or elected to opt out of, the Settlement, providing a perfect 100% participation rate.

As explained below, the Court should grant Plaintiff's Motion in its entirety because: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes under Code of Civil Procedure § 382; (2) the Settlement is a fair, adequate, and reasonable compromise of the disputed claims in this case; and (3) the amounts requested for Class Counsel's attorneys' fees and costs, Plaintiff's Class Representative Service Payment,

---

[2] Aggrieved Employees are defined as: "all current and former non-exempt employees of Defendant in California who worked at any time between July 23, 2020 and June 30, 2024 (the "PAGA Period"), at the Long Beach Convention and Entertainment Center."

payment to the California Labor and Workforce Development Agency ("LWDA"), and settlement administration costs are all fair, adequate, and reasonable. In light of the foregoing, this Court should enter the [Proposed] Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Service Payment (the "[Proposed] Judgment and Order"), submitted concurrently herewith.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant operates a 400,000 square foot meeting and exhibit space for special events, converts, conventions, and trade shows in Long Beach, California (known as the "Long Beach Convention Center"). *See* Rowbotham Decl., ¶ 10. The Long Beach Convention Center hosts numerous large-scale entertainment events, conventions, and conferences, including Comic-Con and Disney on Ice. *Id.* Plaintiff was employed by Defendant as a non-exempt employee in California during the Class Period. *Id.*; *see* Declaration of Elia Paredes Acosta ("Acosta Decl."), ¶ 2. Like all Settlement Class members, Plaintiff was subject to Defendant's allegedly unlawful wage and hour policies and practices. *See* Rowbotham Decl., ¶ 10.

On July 23, 2021, Plaintiff filed the initial complaint, alleging Defendant failed to: (i) pay all overtime wages owed; (ii) pay all minimum wages owed; and (iii) comply with California's Unfair Competition laws. Rowbotham Decl., ¶ 11. On March 30, 2022, Plaintiff filed the First Amended Complaint, adding a cause of action for civil penalties under the PAGA, Labor Code section 2698, *et seq.,* based on the same underlying Labor Code violations alleged in the complaint. *Id.* On July 25, 2024, Plaintiff filed the operative Second Amended Complaint ("SAC"), including a fifth cause of action for waiting time penalties, Labor Code sections 201-203. *Id.*

Prior to mediation, the Parties completed a significant amount of formal discovery. Rowbotham Decl., ¶ 12. Specifically, the Parties exchanged formal written discovery, mailed a *Belaire-West* to the putative class members, Defendant deposed Plaintiff, Plaintiff's counsel deposed three separate PMQ witnesses, and Plaintiff filed a Motion to Compel Responses, which was granted. *Id.* To ensure a productive mediation, Defendant produced an approximate 18% sampling of putative class timekeeping and payroll records, policy documents, employee handbooks, and classwide data points. *Id*. Plaintiff, with the help of her expert, conducted an analysis of this data and created a comprehensive damages model to calculate the likely exposure that Defendant faced on each claim. *Id*.

On June 27, 2024, the Parties participated in a mediation with the Hon. Glenda Sanders (Ret.), a highly respected retired judge who presided over complex wage and hour cases. Rowbotham Decl., ¶ 13. During mediation, the Parties exchanged divergent views on Defendant's liability and exposure valuations, their legal positions, and the likelihood of certification of Plaintiff's claims. *Id*. With the help of Judge Sanders (Ret.), the Parties ultimately reached a class-wide settlement at the conclusion of mediation. *Id*. Over the following months, the Parties negotiated and executed the Settlement. *Id.* The Court preliminarily approved the Settlement on April 29, 2025. *Id.*; *see* Exhibit 1 (Preliminary Approval Order).[3]

On July 3, 2025, the Court-approved Class Notice was mailed via U.S. first-class mail to all 413 potential Settlement Class members. *See* Declaration of Stacey Shim ("Shim Decl."), ¶ 7; Exhibit A. Settlement Class members had until September 1, 2025, to submit disputes, objections, and/or requests for exclusion (the "Response Deadline"). *Id*. ¶¶ 11-13. After the Response Deadline passed, no Settlement Class members objected to, or elected to opt-out of, the Settlement, resulting in a 100% participation rate. *Id*., ¶¶ 11-12, 14. Plaintiff now respectfully submits the Settlement for this Court's final approval.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

The Settlement Class includes: "all current and former non-exempt employees of Defendant SMG in California who worked at any time between January 26, 2017 and June 30, 2024, at the Long Beach Convention and Entertainment Center." *See* Rowbotham Decl., Exhibit 1.

---

[3] Plaintiff provided the LWDA with the Settlement Agreement along with all moving papers associated with the Motion for Preliminary Approval and the supplemental declarations submitted in support of the Motion for Preliminary Approval. *See* Rowbotham Decl. ¶ 15; Exhibit 2 (LWDA Submission Confirmation)

B. **Monetary Terms**

Defendant will pay a non-reversionary Gross Settlement Amount ("GSA") of $215,000.00. *See* Settlement, ¶ 3.1. The Net Settlement Amount ("NSA") is the amount remaining from the GSA after deducting Court-approved amounts for attorneys' fees ($71,666.67) and verified costs reimbursement ($32,770.78), the Class Representative Service Payment ($10,000.00), settlement administration costs ($8,990.00), and portion to the LWDA and the Aggrieved Employees for their respective share of PAGA penalties ($15,000.00). *See id.*, ¶ 1.28; Rowbotham Decl., ¶ 16, Exhibit 3 (Cost Records).[4] Based on these requested amounts, the NSA is calculated to be $76,572.55. *See* Shim Decl., ¶ 16.

Apex Class Action Administration ("Apex") will calculate and apportion Individual Class Payments based on the proportionate number of workweeks worked by each participating Settlement Class members during the Class Period divided by the total number of workweeks worked by all participating Settlement Class members. Settlement, ¶ 3.2.4. Further, 25% of the amount set aside for PAGA will be paid to all Aggrieved Employees, regardless of their election to opt-out from participating in the Settlement, based on the proportionate number of workweeks worked by the PAGA Aggrieved Employees during the PAGA Period, divided by the total number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period. *Id.*, ¶ 3.2.5.1. Individual Class Payments will be classified as 1/3 wages to be reported on an IRS Form W-2, and 2/3 penalties and interest to be reported on an IRS Form 1099. *Id.*, ¶ 3.2.4.1. The portion of PAGA civil penalties payable to the Aggrieved Employees will be allocated as 100% penalties to be reported on an IRS Form 1099. *Id.*, ¶ 3.2.5.2.

C. **Summary of Notice Process**

On June 17, 2025, Defendant provided Apex, the Court-approved Settlement Administrator, with a mailing list containing the names, Social Security numbers, last known mailing addresses, hire and termination dates, as well as the total number of relevant workweeks

[4] Class Counsel's cost records identify to-date out of pocket expenses as $32,521.12. *See* Rowbotham Decl., Exhibit 3. This figure includes an additional $249.66 in anticipated future costs for the filing and service of the Motion for Final Approval and the Settlement Administrator's final accounting declaration. Rowbotham Decl., ¶ 16.

worked by each Settlement Class Member during the Class Period. Shim Decl., ¶ 5. After performing address updates and verifications utilizing the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS), Apex mailed the Class Notice to all 413 potential Settlement Class members on July 3, 2025. *Id.*, ¶¶ 6-7. Following the initial mailing, 59 Class Notices were returned. *Id.*, ¶ 8. As a result of Apex's use of a skip trace, 47 Class Notices were re-mailed. *Id.* ¶¶ 8-9. Ultimately, 12 Class Notices remains undeliverable. *Id.* ¶ 10. Settlement Class members had until September 1, 2025, to submit objections, disputes, and/or requests for exclusion. *Id.*, ¶¶ 11-13. As of the date of this filing, not a single Settlement Class member objected to, or elected to opt out of, the Settlement, resulting in a 100% participation rate. *Id.*, ¶¶ 11-12, 14. Apex also reports zero disputes regarding the information included in the Class Notices. *Id.*, ¶ 13.

D. <u>Timing of Payments</u>

Defendant will deposit the GSA ($215,000.00), along with the amounts necessary to fully pay Defendant's share of payroll taxes, with the Settlement Administrator within thirty (30) calendar days after the Court enters a Judgment on its Order Granting Final Approval of the Settlement, assuming no objections or appeals. *See* Settlement, ¶¶ 1.19, 4.2. Should an objection or appeal be filed, Defendant will fund the GSA one (1) day after the Judgment becomes final. *Id.*, ¶ 1.19. Within ten (10) court days following the full funding of the GSA, the Settlement Administrator will calculate all Individual Class Payments and Individual PAGA Payments and mail the Individual Class Payments to the participating Settlement Class members and the Individual PAGA Payments to the Aggrieved Employees. *Id.*, ¶ 4.3. Settlement Class members will have 180 days from the date Apex mails the Individual Class Payments and the Individual PAGA Payments to cash their checks. *Id.*, ¶ 4.3.1. In the event there are any uncashed checks remaining after 180 days, Apex will transfer any remaining funds to Legal Aid Foundation of Los Angeles, LAFLA, a 501(c)(3) nonprofit that provides legal aid services to the indigent population of Los Angeles. *Id.*, ¶ 4.3.3. This method of distribution is in compliance with California Code of Civil Procedure section 384(b).

IV. ARGUMENT

A. This Court Should Confirm its Conditional Certification of the Settlement Class for Settlement Purposes Because It Meets All of the Requirements for Class Certification Under Code of Civil Procedure § 382

Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest, and questions of law and fact common to the class predominate over questions unique to individual class members; (3) the representative's claims are typical of the class's claims; and (4) the representative will fairly and adequately represent the class's interests. *See Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. Here, the Court found that the Settlement Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on April 29, 2025. *See* Rowbotham Decl., Exhibit 1. Since then, no events have cast doubt on the propriety of this determination, and in fact, the reaction of the Settlement Class members has been overwhelmingly supportive of the Settlement, with not a single Settlement Class member objecting to, or electing to opt out of, the Settlement, resulting in a 100% participation rate. *See* Shim Decl., ¶¶ 11-12, 14. The Court should therefore confirm its conditional certification of the Settlement Class.

B. This Court Should Finally Approve the Settlement Because it is a Fair, Adequate, and Reasonable Compromise of Disputed Wage and Hour Claims

California courts have a strong policy in favor of settlement. *See Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. *See Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79. This approval process consists of preliminary settlement approval, notice being given to class members, and a final fairness and approval hearing being held, at which class members can be heard with respect to the settlement. *Id*. Now that the settlement administrator has provided notice to the Settlement Class members, Plaintiff respectfully requests that the Court finally approve the Settlement as fair, adequate, and reasonable.

1. The Settlement was Reached at Arms' Length, Through Experienced Counsel and an Experienced Mediator, and Was Based on Sufficient Information to Intelligently Negotiate a Fair Settlement Considering the Claims Asserted and Risks of Continued Litigation

A settlement is presumptively fair where it is reached through arms'-length bargaining, based on sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is experienced in similar litigation, and the percentage of objectors to the settlement is small. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the case. *Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438. In exercising these powers, the overriding concern is to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk*, *supra*, 48 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider include, but are not limited to:

> [T]he strength of plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Id. These factors require balancing, are non-exhaustive and, as such, trial courts should tailor the factors to each case and give due regard to "what is otherwise a private consensual agreement between the parties." *Id*.

"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 is reasonable under all of the circumstances." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250. Because settlements inherently involve compromise, even settlements providing for substantially narrower relief than what may be obtained if the suit were successfully litigated can be reasonable because, "the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation." *Id*. (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)).

Here, the Settlement resulted from extensive arms'-length settlement negotiations between qualified and experienced counsel with the aid of a well-respected and experienced neutral third-party mediator. The Settlement is fair, adequate, and reasonable for all Settlement Class members. While Plaintiff steadfastly maintains that his claims are meritorious, Defendant vigorously contests liability and the appropriateness of class treatment and, correspondingly, Plaintiff acknowledges the substantial risks and uncertainty in proceeding with class certification and eventually trial, which justify a downward departure from the maximum exposure that Plaintiff calculated each claim carried.

As detailed in Plaintiff's Motion for Preliminary Approval, Defendant contends that its timekeeping policies/practices comply with California law and that it has always compensated Settlement Class members for all hours worked throughout the Class Period, including for undergoing mandatory security screening and bag checks prior to clocking in. *See* Rowbotham Decl., ¶ 17. Defendant asserts that Plaintiff and other non-exempt employees were not subject to Defendant's control when undergoing these security screenings, and that even if they were, Plaintiff has overstated the amount of time spent at screenings. *Id.* Additionally, Defendant contends this claim is not certifiable as it requires individualized inquiries into which employees failed to follow company policy and clock in prior to the screening as well as how long each employee spent engaging in the screening each day. *Id.*

As to Plaintiff's allegation that Defendant rounded the Settlement Class members' hours worked to their detriment, Defendant maintains that its rounding system is legally compliant because it is neutral on its face, a permissible practice based on the presumption that the arrangement averages out so that employees are fully compensated for all the time they actually work. *See* Rowbotham Decl., ¶ 18. Defendant also claims that the majority of employees were actually overpaid as a result of the rounding practice, thereby precluding liability for those individuals altogether. *Id.*

As to Plaintiff's derivative waiting time claim, Defendant argues that it possesses strong, good faith defense, thus precluding recovery of waiting time penalties (which are only available for the "willful" failure to pay wages). *See* Rowbotham Decl. ¶ 19; *see* 8 Cal. Code Regs. § 13520

("[A] good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203…A good-faith dispute that any wages are due occurs when an employer presents a defense, based in law or fact which, if successful, would preclude any recovery on the part of the employee.") Defendant also maintains that, given these good-faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's underlying claims. *Id*.

These considerations not only bore heavily on the negotiations leading to the Settlement, but also confirm that the Settlement is a fair, adequate, and reasonable compromise considering the risks of further litigation. As detailed in Plaintiff's Motion for Preliminary Approval, Class Counsel and their retained expert carefully vetted the claims at issue and analyzed Defendant's data to construct a comprehensive damages model and arrive at the calculated damages figures. It was only after this comprehensive analysis that the Parties participated in a mediation session and ultimately reached the Settlement now before the Court. Thus, while these risks are far from exhaustive, they show that the Settlement is fair, adequate, and reasonable.

2. The Settlement Fairly, Reasonably, and Adequately Compensates Class Members Because Each Settlement Class Member Will Be Paid Based on the Extent of His or Her Injury

Apex will calculate Individual Class Payments by dividing the NSA by the total number of workweeks worked by all Settlement Class members during the Class Period and then multiplying the result by each Settlement Class member's specific workweeks. *See* Settlement, ¶ 3.2.4. This method of distribution compensates Settlement Class members based on the estimated extent of their injuries, as Settlement Class members who worked more workweeks during the relevant time period were subjected to more of the alleged wage and hour violations than those who worked fewer workweeks, and only Settlement Class members with standing to pursue PAGA penalties are eligible to recover those penalties. Thus, the formula is tethered to the damages and penalties that Settlement Class members could recover and is therefore, fair, adequate, and reasonable.

3. The 100% Participation Rate and Absence of Any Objections Further Confirm That the Settlement is Fair, Adequate, and Reasonable

The Settlement Class members' response to the Settlement is relevant in evaluating whether it merits final approval. *Dunk*, *supra*, 48 Cal.App.4th at 1801. Further, the absence of objections and requests for exclusion support a fairness presumption. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a "particularly impressive" favorable response from class members). Here, no Settlement Class members objected to, or elected to opt out of, the Settlement, resulting in a 100% participation rate. *See* Shim Decl., ¶¶ 11-12, 14. This overwhelmingly positive reaction from the Settlement Class members further confirms that the Settlement is fair, adequate, and reasonable.

C. The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the Gross Settlement Amount Confirmed by a Lodestar Cross-Check

Plaintiff and the Settlement Class members are entitled to recover their attorneys' fees and costs for their wage claims. *See* Labor Code §§ 226(e), 1194, and 2699(g). A fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See*, *e.g.*, *Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1290-91; *Westside Community for Independent Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 352-53; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 (finding that "when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund.").

California state and federal courts routinely award fee awards of one-third of the settlement fund in class actions. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11; *see also Wershba*, *supra*, 91 Cal.App.4th at 254 (recognizing the "percentage of recovery" method); *In re Pacific Enterprises Securities Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award). Indeed, the California Supreme Court approved the use of the "percentage of fund" method in California. *See Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506 ("the percentage of fund method survives in California class action cases…"). Specifically, the *Laffitte* Court held:

> The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—convince us the percentage method is a valuable tool that should not be denied our trial courts.

Id., at 503 (internal citation omitted); *see also Rawlings v. Prudential-Bache Properties, Inc.,* 9 F.3d 513, 516 (6th Cir. 1993) (holding that the percentage of the fund method more accurately reflects the results achieved than the lodestar method and "establishes reasonable expectations on the part of Plaintiffs' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation."); *In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 300 (3d Cir. 2005) ("The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure."). This is consistent with Class Counsel's experience in similar wage-and-hour class action matters. *See* Rowbotham Decl., ¶ 20.

Here, Class Counsel's fee request of $71,666.67, representing one-third of the GSA, is the same percentage sought in *Laffitte*, and is fair and reasonable based on the percentage of the recovery method. Rowbotham Decl., ¶ 20. In *Laffitte*, the California Supreme Court held that trial courts have discretion to assess the reasonableness of fee awards with tools such as the "lodestar cross-check," whereby the trial court calculates counsel's lodestar and determines whether the "lodestar multiplier" needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte,* 1 Cal.5th at 503-06. Under the lodestar method, the court multiplies the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates, then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the contingent nature of the case and the degree of success achieved. *See Serrano v. Priest*, (1977) 20 Cal.3d 25, 48-49; *Ketchum v. Moses*, (2001) 24 Cal.4th 1122, 1132-36; *Thayer v. Wells Fargo Bank*, (2001) 92 Cal.App.4th 819, 834 ("There is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation").

Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *Coalition for L. County Planning etc. Interest v. Bd. of Supervisors*, (1977) 76 Cal.App.3d 241, 251 (approving multiplier of approximately 12.8). In class and representative actions, where the value of the benefit conferred "can be monetized with a reasonable degree of certainty," a court may "adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Consumer Privacy Cases*, (2009) 175 Cal.App.4th 545, 557.

In this case, Class Counsel has a lodestar of approximately $227,005.00, which results in a ***negative*** multiplier of 0.32 compared to the $71,666.67 fee request. *See* Rowbotham Decl., ¶ 20. A summary showing the number of hours of work performed by each attorney and paralegal is set forth below. *Id*. The billing rates used are reasonable in view of the evidence submitted herewith, and have all been previously approved by various courts throughout California.[5] *Id*., ¶¶ 2-4, 20, Exhibit 4 (*Laffey* Matrix); Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-11; Declaration of Fletcher W. Schmidt ("Schmidt Decl."), ¶¶ 2-9; Declaration of Susan J. Perez ("Perez Decl."), ¶¶ 2-6.

Name	**Rate**	**Hours**	**Pre-Multiplier Lodestar**
Paul K. Haines (19th Year Attorney)	$925	21.3	$19,702.50
Fletcher W. Schmidt (13th Year Attorney)	$825	48.5	$40,012.50
Andrew J. Rowbotham (11th Year Attorney)	$725	178.0	$129,050.00
Susan J. Perez (6th Year Attorney)	$550	56.8	$31,240.00
HLG Paralegals	$200	35.0	$7,000.00
Total Lodestar			**$227,005.00**

As discussed above, this case presented significant risks to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Since undertaking representation of Plaintiff, Class Counsel has

[5] When setting rates, courts should utilize attorneys' "current" rates, i.e., their rates at the time of the fee application. This accounts for the delay in receiving payment, as well as lost interest and inflation. *See Graham v. DaimlerChrysler Corp*. (2004) 34 Cal.4th 553, 584 (approving use of present-day rates to account for the delay in payment); *Pennsylvania v. Delaware Valley Citizens' Council for Clean Air* (1987) 483 U.S. 711, 716 ("In setting fees for prevailing counsel, the courts have regularly recognized the delay factor…by basing the award on current rates."); *Bouman v. Block*, 940 F.2d 1211, 1235 (9th Cir.1991) (affirming district court's use of current hourly rates).

devoted substantial time to this litigation without receiving any compensation to date. Rowbotham Decl., ¶ 22. Class Counsel's efforts include conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis, engaging in substantial formal written and deposition discovery, reviewing class documents and data produced by Defendant, extensively reviewing and evaluating the produced timekeeping and payroll records with the assistance of a retained expert to build a comprehensive damages model, preparing for and attending mediation, negotiating and drafting the Memorandum of Understanding, long-form Settlement Agreement, and Class Notice documents, preparing the Motions for Preliminary and Final Approval, overseeing the notice process, fielding questions from Settlement Class members, and otherwise litigating the case. *Id*.

As discussed above, this case presented significant risks to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and for expending considerable effort, all while working on a pure contingency basis. Since undertaking representation of Plaintiff, Class Counsel has expended $32,521.12 in litigation costs and devoted substantial time to this litigation without receiving any compensation to date. Rowbotham Decl., ¶ 22, Exhibit 3.

Class Counsel's previous experience in litigating wage and hour class actions also supports the reasonableness of the fee request. are well-versed in both plaintiff and defense-side wage and hour class and representative action litigation, and collectively bring four decades of experience in this field. *See* Rowbotham Decl., ¶¶ 2-4; *see also generally* Haines Decl.; Schmidt Decl.; and Perez Decl. Class Counsel have also been certified as class counsel in numerous other cases in both State and federal court. *Id*. Class Counsel's experience in similar matters was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. Because it is reasonable to compensate Class Counsel equal with their skill, reputation, and experience, the requested fee award of one-third of the GSA is fair and reasonable and should therefore be approved.

D. The Requested Cost Reimbursement Warrants Final Approval as Fair, Adequate, and Reasonable

Class Counsel incurred and respectfully requests reimbursement of $32,770.78 in actual litigation costs, which is substantially *less* than the $40,000.00 amount preliminarily approved by the Court as set out in the Settlement Agreement. Rowbotham Decl., ¶ 23, Exhibits 1 and 3-4[6]; *see also* Settlement, ¶¶ 3.2.2. The unclaimed amount of litigation costs will be paid to the Settlement Class members as part of the NSA. *Id*. Class Counsel's request is fair, adequate, and reasonable, as all these costs are documented and reasonably incurred. *See* Rowbotham Decl., Exhibit 3. Moreover, the costs Plaintiff seeks to reimburse are the types of costs routinely approved by courts. *See*, *e.g.*, *Harris v. Marhoefer* 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover "those out-of-pocket expenses that would normally be charged to a fee paying client"); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011) ("costs of reproducing pleadings, motions and exhibits are typically billed by attorneys to their fee-paying clients" and are reimbursable); *Trustees of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation* 497 F.Supp.2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, legal research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable).

Notably, not a single Settlement Class member objected to the Settlement, including Class Counsel's request for up to $40,000.00 in reimbursement of verified costs. *See* Shim Decl., ¶ 12. Because the expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement Class member has objected to them, the Court should grant Class Counsel's request for $32,770.78 in actual litigation costs reimbursement.

---

[6] Plaintiff's Counsel retained David Breshears, of Hemming Morse, to perform expert analyses in this case. Copies of David Breshears' expert invoice is attached to the Rowbotham Decl., as Exhibit 5.

E. The Court Should Finally Approve the Requested Settlement Administration Costs

Plaintiff also requests that the Court approve $8,990.00 in administration costs to Apex as the Settlement Administrator. *See* Rowbotham Decl., ¶ 25; *see* Shim Decl., ¶ 20, Exhibit B.[7] As detailed in the declaration of Stacey Shim submitted concurrently with this Motion, Apex performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. Among other things, Apex calculated each Settlement Class member's Individual Class Payment and Individual PAGA Payment, updated addresses contained in the class data supplied by Defendant, formatted the Class Notices for mailing, mailed Class Notices to all 413 individuals who were eligible to take part in the Settlement, kept the Parties informed of the status of the Notice mailing through weekly reports, and otherwise administered the Settlement. *See generally,* Shim Decl. For these reasons, Apex's requested costs are fair, reasonable, and adequate, and should be finally approved.

F. The Court Should Finally Approve Plaintiff's Requested Class Representative Service Payment Because the Requested Amount is Fair, Adequate, and Reasonable Considering Plaintiff's Efforts and the Risks Assumed on Behalf of the Class

Courts routinely approve service awards to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. *See*, *e.g.*, *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co*. 901 F.Supp. 294 (N.D. Cal. 1995) (approving $50,000.00 service payment).

Here, Plaintiff renews her request for a Class Representative Service Payment of $10,000.00. *See* Rowbotham Decl., ¶ 27[8]; Settlement, ¶ 3.2.1. While Plaintiff acknowledges that

---

[7] Please note the Preliminary Approval Order contains a typo to the Settlement Administrator's requested fees. *See* Rowbotham Decl., ¶ 26. The Settlement Administrator's fees in the Preliminary Approval Order are listed as $8,900.00, rather than the $8,990.00 reflected in Plaintiff's Motion for Preliminary Approval and the Settlement Administrator's bid at the time of preliminary approval. *Id.*; *see also* Plaintiff's Motion for Preliminary Approval; *see also* Declaration of Sean Hartranft in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Exhibit B.

[8] Plaintiff notes that the Settlement Class members will not be prejudiced by a Class Representative Service Payment in the amount of $10,000.00. *See* Rowbotham Decl., ¶ 28. Although the Settlement Class members were notified the Court preliminarily approved a $7,500.00 Class Representative Service

this Court preliminarily approved a service payment in the amount of $7,500.00, Plaintiff believes her request for $10,000.00 is reasonable given Plaintiff's considerable efforts in this case, the risks Plaintiff undertook on behalf of the Settlement Class members, and the general release of all claims against Defendant subject to a waiver of California Civil Code § 1542. *See* Rowbotham Decl., ¶ 27. Specifically, Plaintiff has expended considerable time on this matter relative to named class representatives in similar wage and hour class actions; Plaintiff responded to extensive formal written discovery, sat for a full day deposition, in addition to the time she spent preparing for her deposition, among numerous other tasks, including searching for relevant documents for use in the lawsuit, providing factual information to her attorneys, holding various phone calls with her attorneys to discuss the claims in the lawsuit and Defendant's policies and practices, assisting her attorneys with preparation for mediation, making herself available during mediation to assist and answer factual questions posed by the mediator, reviewing and providing input regarding the settlement documents, and otherwise assisted her attorneys in moving this case towards resolution. *See* Rowbotham Decl., ¶ 27; *see* Acosta Decl., ¶ 4. Plaintiff's requested Service Payment is justified given the significant work done on behalf of the Settlement Class members, the risks Plaintiff undertook by serving as the named Plaintiff, and the fact that Plaintiff agreed to a general release of all claims subject to a waiver of Civil Code § 1542. Acosta Decl., ¶¶ 3-4; Settlement, ¶ 5.1.1.

The $10,000.00 amount requested as a Class Representative Service Payment for the named Plaintiff is warranted and within the range of service award amounts regularly approved by courts throughout California. *See, e.g., Damontae Levinston, et al. v. Commerce Distribution Company LLC, et al.*, Case No. 22STCV05730, Los Angeles County Superior Court (awarding $10,000 enhancement awards to each of four named plaintiffs); *Anthony Controulis, et al. v. Anheuser-Busch, LLC*, Case No. BC518518, Los Angeles County Superior Court (awarding $10,000 enhancement awards to each of two named plaintiffs); *Robert Lewis v. IMERYS*

Payment, an increase of $2,500.00 would not affect the Settlement Class members estimated Individual Settlement Payments since the Settlement Administrator will allocate the remainder of the litigation costs not requested by Plaintiff's attorneys to the NSA, which is currently $7,229.22. ($40,000.00 approved at the time of preliminary approval minus the $32,770.78 requested by Class Counsel). *Id*.

Filtration Minerals, Inc., et al., Case No. 22CV04874, Santa Barbara County Superior Court (awarding $10,000 enhancement award to the named plaintiff); *Fidelina Rangel v. Forest River, Inc.*, Case No. CIVD1706616, San Bernardino County Superior Court, Hon. David Cohn, presiding (awarding $10,000 enhancement award to the named plaintiff); *Torres Dawson, et al. v. Wonderful Pistachios and Almonds, LLC*, Kern County Superior Court, Case No. BCV-17-100848 (same); *Koreisz v. On Q Financial Inc.*, Ventura County Superior Court, Case No. 56-2018-00517126-CU-OE-VTA (same).

Moreover, Plaintiff has invested considerable time and effort into seeing this litigation through resolution, and the Settlement Class, who would not be receiving anything if it were not for Plaintiff's decision to pursue these claims, will benefit from his participation. *See* Rowbotham Decl., ¶ 29. Plaintiff attached her name to this lawsuit for the benefit of the Settlement Class members and to the risk of herself, and agreed to a broader, general release of claims beyond what other Settlement Class members are releasing through this action, including a waiver of Civil Code § 1542. *Id.*; *See* Acosta Decl., ¶ 3. Plaintiff deserves to be compensated for these unique risks and his broad release of claims, which other Settlement Class members are not subject to. Plaintiff estimates spending approximately 35-40 hours performing these duties on behalf of the Settlement Class. *See* Acosta Decl., ¶ 4. Moreover, after receiving notice of the proposed service payments, not a single Settlement Class member objected to the proposed award. *See* Shim Decl., ¶ 12. Thus, Plaintiff's request for enhancement awards is proper and justified as part of the Settlement and should be finally approved.

V. CONCLUSION

For the reasons stated herein, Plaintiff respectfully submits that this Court should grant Plaintiff's Motion in its entirety and adopt the [Proposed] Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Service Payment, submitted herewith.

Dated: September 22, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________________
Andrew J. Rowbotham
Attorneys for Plaintiff