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Rebecca Hannett, Mitzi Yaloha Burciaga and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

REBECCA HANNETT, individually, and on behalf of other members of the general public similarly situated; MITZI YALOHA BURCIAGA, individually, and on behalf of other members of the general public similarly situated and on behalf of other Aggrieved Employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

SERENDIPITY HEARING, INC., a California corporation; WILLARD CLAYTON GILILLAND, individually; SONUS HEARING CARE PROFESSIONALS, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2021-01216930-CU-OE-CXC
(*Related to Case No.: 30-2021-01229201 and Consolidated for Pre-Trial Purposes Only*)

NOTICE OF UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM IN SUPPORT THEREOF

<u>Hearing Information</u>:

Date: June 11, 2026
Time: 2:00 PM
Dept.: CX105
Judge: Hon. Melissa R. McCormick

[Filed concurrently with: (1) Declaration of Devin Rauchwerger; (2) Declaration of Elizabeth Parker-Fawley; (3) Declaration of Plaintiff Rebecca Hannett; (4) Declaration of Plaintiff Mitzi Yaloha Burciaga; (5) Declaration of Kevin Lee, and (6) [Proposed] Final Order and Judgment]

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on June 11, 2026, at 2:00 PM, or as soon thereafter as this matter may be heard by the Court in Department CX105 of the Orange County Superior Court, located at Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana, CA 92701, Plaintiff Rebecca Hannett, ("Plaintiff Hannett") and Plaintiff Mitzi Yaloha Burciaga, ("Plaintiff Burciaga") (collectively "Plaintiffs") will apply to this court for an order granting final approval of the Class Action and PAGA Settlement Agreement and the Second Amendment to Class Action and PAGA Settlement Agreement (collectively referred to as the "Settlement" or "Settlement Agreement") between Plaintiffs and Defendants Serendipity Hearing, Inc., Sonus Hearing Care Professionals, and Willard Clayton Gililland, (collectively "Defendants") (collectively with Plaintiffs, "the Parties"). As part of that approval, Plaintiffs will request that the Court:

1. Grant final approval of the Settlement attached to the Declaration of Devin E. Rauchwerger, on the grounds that the proposed settlement is fair, adequate, and reasonable because:

   a. The non-reversionary Net Settlement Amount of approximately **$160,072.46** will be paid out to the **331** Participating Class Members;

   b. Proper Notice was provided to all Class Members pursuant to the terms of the Settlement;

   c. One (1) objection, six (6) valid requests for exclusions, and one (1) dispute regarding Workweeks or Pay Periods, were submitted to the Settlement Administrator, Phoenix Class Action Administration Solutions; and

2. Award attorneys' fees in the amount of **$97,500.00** (30% of the Gross Settlement Amount) to Lawyers for Justice, PC and Domb & Rauchwerger, LLP ("Class Counsel");

3. Award costs in the amount of **$18,477.54** to Class Counsel for litigation costs and expenses;

4. Award payment of $8,950 to the Settlement Administrator, Phoenix Class Action Administration Solutions, for the costs of settlement administration;

5. Award class representative incentive payments of **$5,000.00** to each of the Plaintiffs, Rebecca Hannett and Mitzi Yaloha Burciaga;

6. Approve payment of **$30,000.00** for penalties pursuant to California Labor Code Section 2698 *et. Seq.* the Private Attorneys General Act of 2004 ("PAGA) and the distribution of seventy-five percent of these penalties (**$22,500.00**) to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent (**$7,500.00**) to the Aggrieved Employees.

7. Order the funding and distribution of the Gross Settlement Amount in the manner set forth in the Settlement Agreement; and,

8. Set a final compliance/accounting hearing to monitor the completion of the distribution process for some time in April of 2027.

The motion is based upon this notice; the attached memorandum of points and authorities; the Declaration of Devin E. Rauchwerger and all exhibits attached thereto; the Declaration of Elizabeth Parker-Fawley and all exhibits attached thereto; the Declaration of Plaintiff Rebecca Hannett; the Declaration of Plaintiff Mitzi Yaloha Burciaga; the Declaration of Kevin Lee on behalf of Phoenix Class Action Administration Solutions and all exhibits attached thereto; the pleadings and other records on file with the Court in this matter, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Date: May 19, 2026

Respectfully submitted,

DOMB & RAUCHWERGER LLP

By: Devin Rauchwerger

Zack I. Domb
Devin E. Rauchwerger
Attorneys for Plaintiffs, Rebecca Hannett, Mitzi Yaloha Burciaga and the Proposed Class

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

Rules

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs seek final approval of a class action and PAGA settlement with Defendants. The settlement provides for: (1) A non-reversionary Gross Settlement Amount of **$325,000.00**; (2) an attorneys' fees request in the amount of **$97,500.00** (30% of the Gross Settlement Amount); (3) litigation costs and expenses incurred by Class Counsel in the amount of **$18,477.54**; (4) payment of $8,950 to the Settlement Administrator, Phoenix Class Action Administration Solutions, for costs associated with administration of the settlement; (5) requested Class Representative Service Payments of **$5,000.00** to each of the Plaintiffs, Rebecca Hannett and Mitzi Yaloha Burciaga; and (6) payment of **$30,000.00** for penalties pursuant to California Labor Code section 2698 *et. seq.* the Private Attorneys General Act of 2004 ("PAGA") and the distribution of seventy-five percent of these penalties (**$22,500.00**) to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent (**$7,500.00**) to all employees who worked for Defendants at any time during the period of February 29, 2020 through March 1, 2024 ("Aggrieved Employees"). The result is a Net Settlement Amount ("NSA") of **$160,072.46** that will be distributed to a Class of 331 Class Members, who are defined as all current and former hourly-paid or non-exempt employees of Defendants in California employed during the Class Period, February 19, 2017 to March 1, 2024. (Declaration of Devin Rauchwerger ("Rauchwerger Decl.") ¶ 2, **Exhibit 1**, Settlement Agreement ("SA") §§ 1.5, 1.28; Declaration of Kevin Lee of Phoenix Class Action Administration Solutions ("Phoenix Decl.") ¶¶ 3, 11.) Based upon the calculations stipulated to in the Settlement, the highest Individual Class Payment to be paid is approximately $2,727.07, the lowest Individual Class Payment to be paid is approximately $10.93, while the average Individual Class Payment to be paid is approximately $483.60. (Phoenix Decl. ¶ 13.) The 236 Aggrieved Employees will receive a portion of the $30,000.00 in penalties allocated to resolve claims raised under PAGA; Aggrieved Employees are defined as all current and former hourly-paid or non-exempt employees of Defendants in California during the PAGA Period, between February 29, 2020 through March 1, 2024. (SA §§ 1.4, 1.31, 3.2.5; Phoenix Decl. ¶ 14.) The highest Individual PAGA Payment to be paid is approximately $154.69, the lowest Individual PAGA Payment to be paid is approximately $0.84, and the average Individual PAGA Payment to be paid is approximately $31.78. (Phoenix Decl. ¶ 14.)

This matter required 306.80 hours of time by Class Counsel (across two law firms). As will be demonstrated herein, the request for attorneys' fees, which represents thirty percent of the Gross Settlement Amount, is fully supported by the use of either the percentage-fee method or the lodestar cross-check method.

At the Preliminary Approval stage, the Court established a presumption of fairness after extensively analyzing the terms of the Settlement and underlying settlement efforts. This presumption of fairness is confirmed here following notice of the proposed settlement to the class. One Class Member submitted a workweek dispute, one Clas Member submitted an objection (which as discussed below appears to have been a mistake), and six Class Members submitted timely requests for exclusion out of 337 putative Class Members. (Phoenix Decl. ¶¶ 8-11.) The lack of meaningful objections and minimal requests to be excluded is further evidence, in addition to the factors extensively analyzed at Preliminary Approval, that demonstrate the Settlement is a fair and reasonable result. Accordingly, the Court should approve the proposed Settlement.

In order to efficiently present the Court with adequate information to determine whether to grant final approval of the Settlement and award Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, PAGA Penalties, and Administration Expenses Payment, Plaintiffs also move for an order permitting the filing of this single consolidated memorandum, although it exceeds the page limit established by California Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

II. BACKGROUND AND PROCEDURAL HISTORY

A. The Pleadings & Nature of The Action

Defendants Serendipity Hearing Inc. and Sonus Hearing Care Professionals operate a chain of hearing health clinics that offer personalized care, testing and equipment for persons who are hearing impaired; Defendant Willard Clayton Gililland is the owner of Serendipity

Hearing Inc. and is named as a Defendant pursuant to the Private Attorney Generals Act claim, but not the class claims. (Rauchwerger Decl. ¶ 3.) Defendants employed Plaintiff Hannett as an hourly-paid non-exempt Administrative Assistant from approximately February 2019 to approximately April 2020, in Orange County, California. (Rauchwerger Decl. ¶ 3; Declaration of Rebecca Hannett ("Hannett Decl.") ¶ 3.) Defendants employed Plaintiff Burciaga as an hourly-paid, non-exempt Patient Care Coordinator from approximately March 2022 to approximately November 2022, in Los Angeles County, California. (Rauchwerger Decl. ¶ 3; Declaration of Mitzi Yaloha Burciaga ("Burciaga Decl.") ¶ 3.)

On August 16, 2021, Plaintiff Hannett filed a class action complaint in the Orange County Superior Court, case number 30-2021-01216930-CU-OE-CXC naming Serendipity Hearing, Inc. as the sole defendant. (Declaration of Elizabeth Parker-Fawley "Parker-Fawley Decl." ¶ 4.) The Complaint alleged ten causes of action for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime), (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums), (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages), (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid), (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment), (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements), (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records), (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses), (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (*Id.*) On August 25, 2021, Plaintiff Hannett submitted a letter to the Labor and Workforce Development Agency alleging various violations of the California Labor Code against Defendant Serendipity Hearing, Inc. (*Id.*) On October 29, 2021, Plaintiff Hannett filed a separate case in Orange County Superior Court, Orange County Superior Court case number 30-2021-01229201-CU-OE-CXC, against Defendant Serendipity Hearing Inc. and Defendant Willard Clayton Gililland alleging a single cause of action for civil penalties under the Private Attorney Generals Act (Cal. Labor code section 2698 et. seq.). (*Id.*) On June 22, 2023, Plaintiff Burciaga submitted a letter to the Labor and Workforce Development Agency alleging various violations of the California Labor Code against Defendant Serendipity Hearing, Inc. and Defendant Sonus Hearing Care Professionals. (*Id.*) On October 5, 2023, Plaintiff Burciaga filed a separate Complaint in Los Angeles County Superior Court against Defendants Serendipity Hearing, Inc. and Sonus Hearing Care Professionals alleging eleven causes of action for: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime), (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums), (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages), (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid), (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment), (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements), (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records), (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses), (10) Violation of California Business & Professions Code §§ 17200, *et seq.* and (11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004). (*Id.*)

On May 13, 2024, Lawyers for Justice P.C. consulted with and associated Domb & Rauchwerger LLP as co-counsel to help facilitate moving the action towards approval and final resolution. (Parker-Fawley Decl. ¶ 8; Rauchwerger Decl. ¶ 4.) On June 7, 2024, Plaintiffs' Counsel advised the Los Angeles Superior Court in the Burciaga matter that Plaintiff Burciaga would be seeking to obtain approval of the Settlement Agreement in front of the Orange County Superior Court and asked the Los Angeles County Superior Court to stay that matter. (Rauchwerger Decl. ¶ 5.) On June 12, 2024, the Los Angeles County Superior Court issued an Order staying the Burciaga matter until at least February 28, 2025 to permit the Parties to seek approval of the Settlement Agreement in front of the Orange County Superior Court. (*Id.*) On August 9, 2024, the Parties stipulated to the filing of an Amended Complaint in this matter which brings all of the parties and claims before the same Court for the purposes of seeking approval of the Settlement (which covers all three matters). (*Id.*) The First Amended Complaint was filed on August 19, 2024 and is the operative Complaint in this matter. (*Id.*)

B. Discovery Taken By The Parties

The parties engaged in extensive formal discovery prior to reaching a settlement in this matter. (Parker-Fawley Decl. ¶ 5.) Plaintiffs' Counsel propounded multiple sets of written discovery, met and conferred with Defense Counsel on multiple occasions, resulting in supplemental and substantive responses to much of the discovery propounded and the production of thousands of pages of documents. (*Id.*) Plaintiffs noticed the deposition of Defendants' person(s) most knowledgeable regarding Defendants' organizational structure and wage and hour practices. (*Id.*) Lawyers for Justice also prepared Plaintiff Hannett for her deposition and defended her at her deposition. (*Id.*)

Prior to mediation in October 2023, Defendants provided Plaintiffs with a sampling of timekeeping data and pay statements for approximately 40% of the Class. (Parker-Fawley Decl. ¶ 6.) Plaintiffs also informally requested and received further class data for purposes of the mediation, including the number of Class Members, total Workweeks worked by the Class Members during the Class Period, applicable meal and rest period policies and practices, time keeping policies and practices, timekeeping and pay records, applicable expense reimbursement policies and practices, and other documents relevant to the litigation. (*Id.*) Class Counsel analyzed over ten thousand pages of information, documents, and data obtained from Plaintiffs, Defendants, and other sources. (*Id.*)

In addition to the above, the Parties held numerous meetings and informal conferences wherein they exchanged information, additional class data, and theories of the case. (Parker-Fawley Decl. ¶ 7.) The Parties also submitted detailed mediation briefs, which outlined the Parties' respective positions in the case. (*Id.*)

C. Mediation With Brandon McKelvey, Esq.

The Parties participated in mediation with Brandon McKelvey, Esq. on October 4, 2023. (Parker-Fawley Decl. ¶ 8.) The first day of mediation did not lead to an agreement to settle the matter, so thereafter, the Parties scheduled a second day of mediation, which took place on November 21, 2023. (*Id.*) The second day of mediation also did not result in a settlement of the claims; however, the Parties continued to discuss the possibility of a settlement. (*Id.*) After a significant amount of additional discussion with further assistance from Brandon McKelvey, on February 28, 2024, the Parties tentatively agreed on a settlement of all the claims at issue in all three filed cases. (*Id.*) After the Parties agreed to settle the matters, they negotiated a Memorandum of Understanding, which was executed on April 23, 2024. (*Id.*) Thereafter, the Parties negotiated the long-form Settlement Agreement, which the Court preliminarily approved, and is now set to be heard for final approval following the completion of the class notice process by the settlement administrator. (Rauchwerger Decl. ¶ 6.)

D. Motion for Preliminary Approval

On November 1, 2024, Plaintiffs submitted their unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement. (Rauchwerger Decl. ¶ 7.) On March 27, 2025, the Court issued a tentative ruling indicating changes that it wanted to the settlement agreement, class notice, and proposed order. (*Id.*) The Court confirmed its tentative ruling after hearing on March 27, 2025 and issued a Minute Order detailing the requested changes to be submitted in a supplemental briefing and continued the hearing to July 24, 2025. (Rauchwerger Decl. ¶ 7, **Exhibit 3**, Minute Order dated March 27, 2025.)

On July 11, 2025, Plaintiffs submitted a supplemental brief and declaration along with the Court's requested changes to the settlement agreement, class notice, and proposed order. (Rauchwerger Decl. ¶ 8.) On July 24, 2025, the Court issued a tentative ruling indicating further changes that it wanted to the settlement agreement, class notice, and proposed order. (*Id.*) The Court confirmed its tentative ruling after hearing on July 24, 2025 and issued a Minute Order continuing the hearing to January 15, 2026 and requesting additional changes to be submitted in a supplemental briefing by January 2, 2026. (Rauchwerger Decl. ¶ 8, **Exhibit 4**, Minute Order dated July 24, 2025.)

On January 2, 2026, Plaintiffs submitted a second supplemental brief and declaration along with the Court's requested changes to the settlement agreement, class notice, and proposed order. (Rauchwerger Decl. ¶ 9.) On January 15, 2026, the Court issued a tentative ruling granting preliminary approval, subject to the submission of a supplemental declaration, revised class notice and proposed order. (*Id.*) The Court confirmed its tentative ruling after hearing on January 15, 2026 and issued a Minute Order. (Rauchwerger Decl. ¶ 9, **Exhibit 5**, Minute Order dated January 15, 2026.)

On January 22, 2026, Plaintiffs' Counsel submitted the requested additional declaration, updated Class Notice and revised proposed order for the Court's approval based on the tentative ruling. (Rauchwerger Decl. ¶ 10.) The Court signed the Order Granting Preliminary Approval on January 26, 2026. (Rauchwerger Decl. ¶ 10, **Exhibit 6**, Order Granting Preliminary Approval signed January 26, 2026.) Following notice of the settlement to the Class and Aggrieved Employees and the opportunity for Class Members to opt out or be heard, Plaintiffs now move for Final Approval of the proposed settlement.

III. THE ADMINISTRATION PROCESS AND PLAN OF DISTRIBUTION

On January 29, 2026, Class Counsel sent Phoenix Class Action Administration Solutions ("Phoenix") a copy of the Settlement Agreement along with the Court-approved Notice Packet (including the exclusion and objection forms) and a copy of the Court's Order granting preliminary approval of the settlement. (Rauchwerger Decl. ¶ 11.) The Settlement Agreement included the formula for determining the estimated sum to be paid to each individual. (*Id.*)

On February 17 and 20, 2026, Phoenix received data files from Defense Counsel ("Class List") that contained names, last known mailing addresses, Social Security numbers, and dates of employment for each Class Member during the Class Period. (Phoenix Decl. ¶ 3.) The Class List provided to the administrator contained 337 individuals identified as Class Members and 236 individuals identified as Aggrieved Employees. (*Id.* at ¶¶ 3 and 14.) Plaintiffs' Motion for Preliminary Approval provided an estimate of 339 Class Members, compared to the final number of 337, and the total number of Workweeks was significantly less than originally estimated; the Motion for Preliminary Approval indicated an estimate of 19,641 Workweeks, while the actual number of Workweeks after removing those who submitted requests for exclusion is 14,651. (Rauchwerger Decl. ¶ 12; Phoenix Decl. ¶ 11.) Once Phoenix had the data from Defendant, and as part of the preparation for mailing, Phoenix processed the 337 names and addresses contained in the class list against the National Change of Address database maintained by the U.S. Postal Service in an attempt to verify the Class Members mailing addresses; thereafter, Phoenix mailed the Class Notice Packet to the Class Members on February 24, 2026. (Phoenix Decl. ¶¶ 4-5.) Sixteen (16) Class Notices were returned to Phoenix as undeliverable and none of those were returned with a forwarding address. (Phoenix Decl. ¶ 6.) For the sixteen (16) Class Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. (*Id.*) Of the 16 Class Notices that were skip traced, 16 updated addresses were obtained, and the Class Notice was promptly re-mailed to those Class Members via first class mail. (*Id.*)

Class Members and Aggrieved Employees had sixty (60) days after the initial mailing of the Class Notice to (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail his or her Objection to the Settlement, or (c) fax, email, or mail Challenges to Workweeks/Pay periods ("Response Deadline"). (SA § 1.43.) The Response Deadline was April 6, 2026. (Phoenix Decl. ¶¶ 8-10.) As of the Response Deadline, the Administrator received one (1) workweek dispute, one (1) objection and six (6) valid requests for exclusion from the Class Settlement. (*Id.*)

The six individuals who submitted timely requests for exclusion from the settlement include Shiva Akhavan, Ana Carmona, Amy Castillo-Lopez, Eduardo de Santiago, Mihiduni Ekanayake, and Deborah Morrison. (Phoenix Decl., ¶ 8.) True and correct copies of the six requests for exclusion are attached to the Phoenix Decl. as **Exhibit B**.

One class member returned the Objection Form that was included with the Class Notice Packet. (Phoenix Decl., ¶ 9.) A true and correct copy of the objection form received by Phoenix is attached to the Phoenix Decl. as **Exhibit C**. Phoenix determined that the objection form was likely submitted in error as there was no supporting basis or evidence provided in the objection form – the person simply returned the form with their name and contact information included. (*Id.*) Furthermore, Phoenix attempted to contact the potential objector on March 23, 2026 and May 12, 2026 in order to gain clarity on whether the individual meant to object to the settlement, however Phoenix was not able to make contact with the class member. (*Id.*)

With respect to the one Workweek dispute, following review of records with Defense counsel, it was determined that the Class Member's dispute was approved and the Class Member's credited Workweeks was updated accordingly. (Phoenix Decl., ¶ 10.) A true and correct copy of the dispute along with documentation received is attached to the Phoenix Decl. as **Exhibit D**.

The Settlement Agreement calls for Defendants to fund the Settlement in one installment, which will be paid no later than 14 days after the Effective Date. (SA § 4.3.) Pursuant to the terms of the Settlement Agreement, within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment and the Administration Expenses Payment to itself (the Settlement Administrator). (SA § 4.4.)

The Net Settlement Amount will be distributed to each Participating Class Member and calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by each Participating Class Member's Workweeks (SA § 3.2.4.) The Administrator will calculate each Individual PAGA Payment by dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties $7,500 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. (SA § 3.2.5.1.)

Pursuant to Cal. Rule of Court 3.771(b), notice of final judgment will be provided to the class through an update to the website maintained by the Settlement Administrator for this case at https://hannett-v-serendipity-hearing.phoenixcases.com/ and will remain up for at least 180 days.

IV. STANDARD OF REVIEW FOR FINAL APPROVAL

The settlement of a class action requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794.) California courts look to federal authority for guidance with class action settlements. (*Id.* at 1801, n.7.) "In general, questions whether a settlement was fair and reasonable, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35 (disapproved of on other grounds).)

Accordingly, a court's decision to approve a class action settlement may be reversed only upon a strong showing of "clear abuse of discretion." (*Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026.) To determine whether the settlement is fair, courts consider relevant factors such as "the strength of Plaintiffs' 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, 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." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245 (disapproved of on other grounds).)

In considering the class settlement, the court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146.) The inquiry is not whether the settlement agreement is the best one that Class Members could have possibly obtained, but whether the settlement taken as a whole is "fair, adequate, and reasonable." (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55.) Even if the relief afforded by the proposed settlement is substantially narrower than it would be if the lawsuit was to be successfully litigated, that is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding prolonged litigation. (*Id.*) The burden is on the proponent of the settlement to show that it is fair and reasonable. (*Id.* at 245 (disapproved of on other grounds).) However, 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. (*In re Microsoft I-*

V Cases (2006) 135 Cal.App.4th 706, 723.)

V. THE SETTLEMENT IS PRESUMED FAIR

Because this court preliminarily approved the Settlement, it necessarily determined that the Settlement appeared at first glance to be fair and reasonable. The same factors that allowed the Court to preliminarily approve the settlement apply here and are reinforced in these moving papers including that: (1) the Settlement was reached through arm's-length bargaining after multiple days of mediation; (2) investigation and discovery were sufficient to allow counsel and the court to act intelligently; and (3) class counsel are experienced in similar litigation. Additionally, the reaction of the Class Members (in which only six of the Class Members submitted timely requests for exclusion), which was unknown at preliminary approval, also supports the reasonableness of the proposed Settlement.

A. The Settlement Was Reached Through Arm's Length Bargaining

California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245; see also *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, 799.) Here, the Parties participated in two full-days of mediation with Brandon McKelvey (Parker-Fawley Decl. ¶ 8.) The first mediation session took place on October 4, 2023, but did not lead to an agreement to settle the matter. (*Id.*) The Parties thereafter scheduled a second mediation session, which took place on November 21, 2023, but that session also did not result in a settlement. (*Id.*) The Parties continued to discuss the possibility of a settlement with further assistance from Mr. McKelvey, and on February 28, 2024, the Parties tentatively agreed on a settlement of all claims at issue in all three filed cases. (*Id.*) The Parties' agreement was memorialized in a Memorandum of Understanding, which was executed on April 23, 2024. (*Id.*) Thereafter, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion. (*Id.*)

B. There was Sufficient Investigation, Discovery and Analysis by Experienced Counsel

Several attorneys at Lawyers for Justice, PC and Domb & Rauchwerger LLP have been actively engaged in litigating this matter. (Parker-Fawley Decl. ¶¶ 2, 10-14; Rauchwerger Decl. ¶¶ 13, 19 and 21.) Before filing the Action, Class Counsel began its pre-filing investigation into Plaintiffs' complaints. (Parker-Fawley Decl. ¶ 3.) Class Counsel's investigation started with several lengthy interviews with Plaintiffs. (*Id.*) As part of the interview process, Plaintiffs produced information related to their employment. (*Id.*) Class Counsel also requested Plaintiffs' personnel, time, and payroll records from Defendants, which Defendants responded to and produced. (*Id.*) Class Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate Plaintiffs' claims that Defendant failed to, among other things, provide compliant meal and rest periods, and failed to pay for all hours worked, failed to reimburse necessary business expenses, and failure to furnish accurate itemized wage statements. (*Id.*)

To prepare for mediation, the Parties formally and informally exchanged discovery including documents and data points subject to the mediation privilege, which included but was not limited to, a sampling of timekeeping data and pay statements for approximately 40% of the Class. (Parker-Fawley Decl. ¶¶ 5-6.) In total, Class Counsel analyzed over ten thousand pages of information, documents, and data obtained from Plaintiffs, Defendants, and other sources prior to the mediation. (*Id.* at ¶ 6.) This information, documents, and data provided a critical understanding of the nature of the work performed by class members, timekeeping and payroll records for a significant sampling of class members, as well as Defendants' operations and employment policies, practices, and procedures, and other employment records which were used in analyzing liability, damages, and penalties valuation issues in connection with litigation, and ultimately, in connection with the mediation and settlement negotiation process. (*Id.*)

Finally, Lawyers for Justice, PC associated in Domb & Rauchwerger LLP, another sophisticated Class Action law firm, in order to assist with finalizing the Settlement documents, filing a First Amended Complaint, as well as drafting the motion for preliminary approval and final approval. (Rauchwerger Decl. ¶ 4; Parker-Fawley Decl. ¶ 8.)

Accordingly, sufficient investigation and review of information has taken place in order for the parties to be adequately informed of the nature and extent of the claims, and to enable all parties to fully evaluate the settlement for its fairness, adequacy, and reasonableness. (Parker-Fawley Decl. ¶ 9.)

Moreover, the settlement negotiations were conducted by highly capable and experienced counsel. (Parker-Fawley Decl. ¶¶ 2, 9-15; Rauchwerger Decl. ¶¶ 13-15.) Class Counsel's experience and the extensive investigation allowed Plaintiffs to enter this Settlement aware of the risks associated with the case and permitted Class Counsel to negotiate an informed, reasonable, and intelligent Settlement. (Parker-Fawley Decl. ¶¶ 2, 9-15.) After substantial investigation, it is Class Counsel's opinion that the settlement is in the best interest of the class as it provides a guaranteed result and provides excellent value to the class. (Parker-Fawley Decl. ¶ 9; Rauchwerger Decl. ¶ 17.)

C. <u>There Has Been No Legitimate Objections And A Very Low Number Of Requests for Exclusion</u>

California courts have consistently found that a small number of objectors indicates the class's support for a settlement and strongly favors final approval. (See *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152-53 (final approval granted despite 9 objectors).) Here, as of the filing of this Motion, there was one (1) potential objection and six (6) timely requests for exclusion. (Phoenix Decl. ¶¶ 8-9.)

With respect to the one potential objector, the Administrator determined that the objection was likely submitted in error as the returned objection form did not include any objection or basis for an objection and instead simply included the Class Member's name and contact information. (*Id.* at ¶ 9.) Phoenix attempted to contact the potential objector on March 23 and May 12, 2026, however Phoenix was not able to make contact with the potential objector to determine if they meant to object to the Settlement. (*Id.*) Given the lack of actual objection and the failure of the objector to return either of Phoenix's messages, it is both Phoenix's opinion and Class Counsel opinion that the objection in all likelihood was submitted in error as the person may have mistakenly believed that they needed to return one of the forms to be included in the settlement. (Phoenix Decl., ¶ 9; Rauchwerger Decl., ¶ 18.)

Based on the lack of meaningful objections and strong participation in the Settlement by the Class (98.23%), further demonstrate that the proposed settlement is both fair and reasonable. (Rauchwerger Decl. ¶ 18; Phoenix Decl., ¶ 11.)

D. The Resulting Settlement Provides Excellent Value to the Class Members

The settlement provides for a non-reversionary Gross Settlement Amount of $325,000.00; after subtracting requested attorneys' fees in the amount of $97,500.00 (30% of the Gross Settlement Amount); litigation costs and expenses incurred by Class Counsel in the amount of $18,477.54[1]; a payment of $8,950[2] to the Settlement Administrator, a requested Class Representative Service Payments of $5,000.00 to each Plaintiff, and the PAGA Penalties of $30,000.00, the result is a Net Settlement Amount ("NSA") of $160,072.46[3]. (Phoenix Decl. ¶ 12.) Participating Class Members will receive an average payment of approximately $483.60. (Phoenix Decl. ¶ 13.) These figures represent excellent value for Class Members, who need not file a claim or do anything affirmative to receive their share.

VI. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

A. The Standard for Attorneys' Fees in A Class Action

Where the amount of a settlement is a "certain easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the settlement created. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1808.) The ultimate goal is the award of a "reasonable" fee to compensate counsel for their efforts, irrespective of the method of calculation. (See *Apple Computer, Inc. v. Super. Ct.* (2005) 126 Cal.App.4th 1253, 1270.) Trial courts have wide latitude in assessing the value of attorneys' fees and their decisions will not be disturbed on appeal absent a manifest abuse of discretion. (See *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41.) California law provides that attorneys' fees awards should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable

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[1] The original requested cost amount was not to exceed $25,000.00, however actual costs came out lower at $18,477.54, which means the NSA is larger than originally anticipated.

[2] The original requested fee amount was not to exceed $10,000.00, however Phoenix is charging a fee slightly lower of $8,950.

[3] This number was slightly increased from the original estimated amount because of the decrease in attorneys' costs and administration costs.

litigation based on the result achieved and risk incurred. (*Id.* at 47, 50.) Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." (*Id.* at 53.) Therefore, fees in class and representative actions should approximate the probable terms of a contingent-fee contract negotiated by a sophisticated attorney and client in comparable litigation. (*Id.* at 47.) The percentage-of-the-benefit approach is preferred in such cases because "it better approximates the workings of the marketplace than the lodestar approach." (*Id.*)

B. <u>A Percentage of the Entire Fund is Appropriate</u>

California and federal courts have long recognized that an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value made available to Class Members by the settlement. (See *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34.) The California Supreme Court has urged trial courts to follow federal authority in this area. (See *Green v. Obledo* (1981) 29 Cal.3d 126, 146.) The purpose of this equitable doctrine is to spread litigation costs among all beneficiaries so that the active beneficiary does not bear the entire burden alone. (See *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.)

Courts have consistently recognized that class litigation is necessary to protect the rights of individuals whose injuries and/or damages are too small to economically justify individual representation. Accordingly, in determining a reasonable common fund fee award, courts award fees to serve as an economic incentive for lawyers to engage in class litigation that will permit increased access to the judicial system for meritorious claims and deter wrongdoing. (See R. Pearle, California Attorney Fee Awards (CEB, 1993) § 7A, p. 5-7; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.)

Furthermore, a common fund award is not dependent on a determination of the actual amount claimed out of the fund by those entitled—it is the creation of the fund that is the crucial fact. In *Winslow v. Harold G. Ferguson Corp.* (1944) 25 Cal.2d 274, 284, the California Supreme Court expressly held that "it is equitable that [the attorney's] compensation and expenses should come from the entire fund saved for all classes concerned before it is distributed." Likewise, *Lealao* expressly recognizes that "in a traditional common fund case, [a percentage-based fee] may be calculated on the basis of the total fund made available rather than the actual payments made to the class." (*Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 51.) In *Wershba*, the Court of Appeal definitively decided the issue in favor of granting attorneys' fees that are a percentage of the total value of the settlement obtained by the efforts of counsel. In determining reasonable attorneys' fees, the court valued a settlement based on the total value of the settlement made available to Class Members. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 247 (disapproved of on other grounds).)

Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. (Newberg on Class Actions, 4th Ed. 2002, § 14:6.) According to Newberg, ". . . no general rule could be articulated as to what is a reasonable percentage of a common fund. Usually, 50 percent of the fund is the upper limit on a reasonable fee award . . . though somewhat larger percentages are not unprecedented." (*Id.*) Newberg further notes that achievement of a substantial recovery with modest hours expended should not be penalized but should be rewarded for considerations of time saved by superior services performed. (*Id.*)

Here, the amount of attorney fees provided by the Settlement Agreement, 30% of the Gross Settlement Amount is clearly reasonable given the amount of time that Counsel put into the case (as further discussed below), the fact that it took the efforts of two class action law firms to successfully bring this matter to a close, and the excellent value that was achieved for the 331 Participating Class Members. (Parker-Fawley Decl. ¶ 16; Rauchwerger Decl. ¶ 20.) Furthermore, Class Counsel risked substantial economic loss by pouring in the number of hours and costs they did into this case. (Rauchwerger Decl. ¶ 20.) As a result of class counsel taking on this risk and the efforts of class counsel, the Class Members will now be able to recover an average of almost five hundred dollars for their claims, with some Class Members receiving close to $2,750 for their claims. (*Id.*) The requested fee therefore makes sense because (1) it is consistent with the private marketplace where contingent-fee attorneys are customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent Class

Members in achieving the maximum possible resolution of the case; (3) it encourages the most efficient resolution of the litigation by providing an incentive for valuable and reasonable, settlement, and (4) the result was achieved after extensive litigation and efforts by two class action firms. (*Id.*) As such, Class Counsel has obtained an excellent recovery for the Class which justifies a fee award based on the percentage of the common fund.

C. <u>The Fee is Reasonable Based on the Dunkel Factors</u>

In *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772, the court identified twelve factors to consider in awarding fees in a common fund case. The court noted that, "the analysis in a common fund case focuses not on the Plaintiffs' position as 'prevailing parties,' but on a showing that the fund conferring a benefit on the class resulted from their efforts" and thus in common fund cases "the monetary results achieved predominate over all other criteria." (*Id.* at 774.) Plaintiffs will address some of the factors that are particularly relevant here.

<u>1. Time and Labor Required</u>

Class Counsel has aggressively litigated this case from the initial pleading (and in the case of Domb & Rauchwerger LLP from the time they associated in) to the settlement of this action. (Parker-Fawley Decl. ¶¶ 2-9; Rauchwerger Decl. ¶ 19.) Several members of Lawyers for Justice participated in case strategy and analysis and drafted, reviewed, and revised pleadings, including extensive investigation, analysis, and research prior to filing the lawsuit and during litigation, depositions, and in preparation for mediation. (Parker-Fawley Decl. ¶¶ 19-21.)

Class Counsel was able to convince Defendant to attend mediation and thereafter spent substantial time reviewing and analyzing documents and informal discovery in preparation for mediation and participating in settlement negotiations. (Parker-Fawley Decl. ¶¶ 5-9.) Even after an agreement was reached in principle, Class Counsel spent numerous hours drafting and revising the Settlement Agreement, which had to be changed on multiple occasions due to various factors, drafting the Motion for Preliminary Approval, and multiple supplemental briefing documents requested by the Court, coordinating the notice process with the settlement administrator, and drafting the Motion for Final Approval. (Rauchwerger Decl. ¶ 19.) This case consumed an enormous number of hours of Class Counsel's efforts. (Rauchwerger Decl. ¶ 21, **Exhibit 7**, Time and Task Chart for Domb & Rauchwerger LLP; Parker-Fawley Decl. ¶ 19, **EXHIBIT A,** Time and Task Chart for Lawyers *for* Justice, PC.) However, a settlement was finally achieved, despite all obstacles, because of the work performed by Class Counsel. Class Counsels' Task and Time Charts set forth in detail the hours that Lawyers for Justice, PC and Domb & Rauchwerger LLP have spent performing tasks on behalf of Plaintiffs and the Class. Based on the Task and Time Charts, both offices have spent 306.80 hours performing tasks to obtain a significant recovery on behalf of Plaintiffs and the Class. (*Id.*) In addition to Class Counsels' time, litigating this case also required counsel to incur a significant amount of costs in the total amount of $18,477.54. (Rauchwerger Decl. 22, **Exhibit 8,** Cost Detail Chart; Parker-Fawley Decl. ¶ 21, **EXHIBIT B,** Cost Detail Chart.)

2. The Skill Required to Perform Legal Services

In addition to the time and effort required, this matter also required substantial skill to litigate and adequately evaluate the alleged claims and negotiate the substantial settlement reached in this matter on behalf of the putative Class Members. (Parker-Fawley Decl. ¶ 9.) Rather than accept a proposal below the range that might be expected for a class settlement such as this, Class Counsel negotiated a settlement beyond market-rate which will provide substantial value to the Class Members. (*Id.*) This settlement, against experienced defense counsel and despite the existence of defenses to class certification, was made possible as a result of Class Counsel's expertise. (*Id.*) This resulted in Defendant ultimately agreeing to pay a non-reversionary Gross Settlement Amount of $325,000.00. (*Id.*) Such a settlement, against experienced defense counsel, in a case where legitimate defenses exist, may not otherwise have been possible. (*Id.*)

3. The Value, Amount, and Results Achieved

The Settlement represents a fair resolution of this case given the risks inherent in litigating the action through trial and possible appeals. (Parker-Fawley Decl. ¶ 9.) Despite the challenges, Defendant ultimately agreed to pay a non-reversionary Gross Settlement Amount of

$325,000.00. This will provide an average class settlement payment of just under five hundred dollars, which represents excellent value for the individual Class Members. (Phoenix Decl. ¶ 13.) Moreover, the Settlement will also provide an average Individual PAGA Payment of approximately $31.78 to the Aggrieved Employees. (Phoenix Decl. ¶ 14.) Together, this is an outstanding result.

4. Whether the Fee is Fixed or Contingent

Whether the representation was provided on a contingency basis, as it was in this case, is an important factor:

> A contingent fee must be higher than a fee for the same legal services paid as they are performed [and] [...] compensates the lawyer not only for the legal services he renders but for the loan of those services. A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions.
>
> (*Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823.)

The fact that this case was litigated on a contingent basis strongly supports the award of the attorneys' fees requested by Class Counsel. (Rauchwerger Decl. ¶ 23.) If Class Counsel had been unsuccessful, they would not have received any fee or recovered any portion of the expenses spent litigating this matter. (*Id.*) Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained in this case. (*Id.*) Economic uncertainty or other unforeseen circumstances can arise swiftly and for reasons beyond any party's control. (*Id.*) These are the types of risks Class Counsel faced by litigating this matter on a contingent basis and this risk is a relevant factor when considering the reasonableness of the requested fee.

D. The Fee is Reasonable Under a Lodestar Analysis

While the percentage-of-the-benefit approach has been endorsed as the better approximation of the workings of the marketplace than the lodestar approach, courts may also use the lodestar method to "cross-check" the results of the other. This said, Courts have cautioned that the primary basis of the fee award in common fund cases remains the percentage of the fund method and have cautioned that class counsel should not necessarily receive a lesser fee achieving a speedy and timely result for Class Members in need of immediate relief. (See e.g. *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d. 1043, 1050 fn.1.) Indeed, courts have noted that "it is widely recognized that the lodestar method creates incentives for counsel to expend more hours than may be necessary on litigating a case so as to recover a reasonable fee, since the lodestar method does not reward early settlement." (*Id.* (quoting *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d at 773–74).)

Here, the lodestar is calculated based on the hours worked at reasonable prevailing hourly rates. (See *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1131-1132.) Counsel are entitled to compensation for every hour reasonably spent on the matter. (See *Id.* at 1133.) Further, this amount may be enhanced and courts in California routinely apply multipliers between 1 and 4 to a party's requested lodestar amount based on some of the same factors identified above. (See *Cates v. Chiang* (2013) 213 Cal.App.4th 791, 822.) Lawyers *for* Justice PC spent 238.30 hours performing tasks on behalf of Plaintiffs and the Class investigating and litigating the matter. (Parker-Fawley Decl. ¶ 19.) Domb & Rauchwerger LLP spent 68.50 hours performing tasks on behalf of Plaintiffs and the Class and moving the case towards a satisfactory resolution (Rauchwerger Decl. ¶ 21.) In sum, Class Counsel spent 306.80 hours performing tasks and to obtain a significant recovery on behalf of Plaintiffs and the Class. Based on the hourly rates provided for in the Declarations of Elizabeth Parker-Fawley and Devin Rauchwerger, the total lodestar figure is $234,890. (Rauchwerger Decl. ¶ 21; Parker-Fawley Decl. ¶ 20.) Lawyers for Justice P.C. and Domb & Rauchwerger LLP have agreed to split the fees awarded by this Court with 80% attributed to Lawyers for Justice, PC and 20% attributed to Domb & Rauchwerger LLP. (Rauchwerger Decl. ¶ 4, **Exhibit 2,** Consent to Agreement re: Division of Attorneys' Fees and Costs.) Plaintiffs signed off on this fee arrangement before Domb & Rauchwerger was brought onto the matter. (*Id.*)

1. Counsel Spent a Reasonable Amount of Time

Reasonableness of hours is assessed by "the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]" (*Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.) This case was highly contested and required a significant amount of time and labor. Defendant raised significant defenses and denied liability. (Parker-Fawley Decl. ¶ 2-9.) Class Counsel invested significant time and labor into this matter even before this action was filed to investigate Defendants' policies, practices, business, and merits-based issues including significant time investigating and reviewing Plaintiffs' personnel files, researching Defendants' organization and management. (*Id.*) Class Counsel also spent a significant time drafting the pleadings, engaging in informal and formal discovery, defending Plaintiff Hannett's Deposition, and engaging in mediation. (*Id.*) After an agreement was reached, Class Counsel spent significant time negotiating the terms and language of the Settlement Agreement along with the motions to ultimately have the settlement approved. (*Id.*) In total, this Action consumed 306.80 hours of Class Counsel's efforts, across two separate firms, however this amount of hours was justified given the duration and complexity of the case along with the steps Class Counsel had to take to ultimately reach an excellent settlement for the class. (Rauchwerger Decl. ¶ 21, Parker-Fawley Decl. ¶ 19.) Accordingly, Class Counsel have spent a reasonable amount of time working on this matter.

2. Class Counsel's Hourly Rate is Reasonable

Both California and federal courts recognize that attorneys should be compensated for providing representation on a contingency basis and for taking on the risks associated with said representation, as well as being provided with financial incentives to enforce important rights and protections like those at issue in this Action. (See *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-33.) In awarding attorneys' fees, the aim is to mirror "the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." (See *Id*.)

As previously discussed, Class Counsel have been actively involved in this case from the filing of the initial complaint to completing these final approval papers. The professional background and experience and work performed on this matter support the requested rates for Class Counsel for the work performed on this matter. (*See*, e.g., Parker-Fawley Decl. ¶¶ 2, 10-15; Rauchwerger Decl. ¶¶ 13-15, 21, 26.) To date, the lodestar for Class Counsel totals $234,890. (Rauchwerger Decl. ¶ 21; Parker-Fawley Decl. ¶ 20.) The work performed in this particular matter, the background of each firm, as well as the individual backgrounds, training, and experience of the attorneys who worked on this Action, in litigating complex wage-and-hour cases, and in particular, employment class actions and representative actions, support the hourly rates identified in the declarations of Elizabeth Parker-Fawley and Devin Rauchwerger. (Rauchwerger Decl. ¶ 13-15, 21, 26; Parker-Fawley Decl. ¶¶ 19-22.)

VII. THE REQUESTED COSTS ARE FAIR AND REASONABLE

Class Counsel requests the reimbursement of the costs incurred litigating this case in the amount of $18,477.54, which were necessary to successfully resolve this case. (Rauchwerger Decl. ¶ 22, **Exhibit 8**, Domb & Rauchwerger LLP Cost Detail; Parker-Fawley Decl. ¶ 21, **EXHIBIT B**, Lawyers for Justice PC Cost Detail.) At the time of preliminary approval, Class Counsel indicated a not to exceed cost of $25,000 for purposes of the motion for preliminary approval. (Rauchwerger Decl. ¶ 22.) Because the collective $18,477.54 figure is $6,522.46 below the $25,000.00 estimate provided to the Court at the time of preliminary approval, the remaining $6,522.46 will be re-allocated into the Net Settlement Amount. (*Id.*) Considering the considerable time expended and costs involved, the requested costs are reasonable. These costs include filing fees, mediation fees, costs for attending hearings with the Court, expert and consulting costs. These costs are both reasonable and were necessary for the successful resolution of this matter and should therefore be approved by the Court. (Rauchwerger Decl. ¶ 17; Parker-Fawley Decl. ¶ 46.)

VIII. THE REQUESTED INCENTIVE PAYMENT IS FAIR AND REASONABLE

Named Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation "for the expense or risk they have incurred in conferring a benefit on other members of the class." (*Munoz v. BCI Coca-Cola Bottling Company of Los Angeles* (2010) 186 Cal.App.4th 399, 412.) The criteria courts may consider in determining whether to make an incentive award include: (1) the risks faced by the class representative; (2) the difficulties encountered; (3) the time spent; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) to the class representative. (See *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299.)

Here, the requested Class Representative Service Payments of $5,000.00 to each of the

Plaintiffs, Rebecca Hannett and Mitzi Yaloha Burciaga are fair and appropriate based on the substantial time and effort Plaintiffs invested into bringing this suit and assisting counsel with the development of this case. (Rauchwerger Decl. ¶ 24.) Plaintiffs spent a substantial amount of time over the past four years working on this matter on behalf of the putative class. (*Id.*) Plaintiff Hannett originally reached out to Lawyers for Justice, PC as a result of issues she experienced in the workplace. (Declaration of Rebecca Hannett "Hannett Decl." ¶ 4.) Plaintiff Burciaga found out that Lawyers for Justice was already handling a case against Defendants through Plaintiff Hannett, and she expressed interest in sharing her experience working for Defendants. (Declaration of Mitzi Yaloha Burciaga "Burciaga Decl." ¶ 4.) Throughout the pendency of this case, Plaintiffs discussed numerous questions about their background, employment history, and work for Defendants. (Hannett Decl. ¶ 5; Burciaga Decl. ¶ 4.) Plaintiffs also provided counsel with the employment documents that they had received from Defendant that were still in their possession. (*Id.*) Plaintiffs also reviewed and signed representation agreements after discussing what their duties and responsibilities were as representatives of all employees who worked during the class period. (Hannett Decl., ¶ 6, Burciaga Decl., ¶ 5.) Plaintiffs moved forward with the case despite the fact that they feared that filing a lawsuit would be a stain on their employment record and could impact their ability to continue to earn a living in the future, as it is well known that employers generally do not favor individuals who have filed lawsuits against their former employers. (Hannett Decl, ¶ 7, Burciaga Decl., ¶ 5.) After they signed up, Plaintiffs were contacted numerous times by Class Counsel as they prepared the Complaint, Amended Complaints, and subsequent filings to answer additional questions. (Hannett Decl., ¶ 8, Burciaga Decl., ¶ 4.) Plaintiff Hannett also sat for her deposition and provided documents in response to document requests. (Hannett Decl. ¶ 9.)

Once the Parties agreed to mediate the case, Plaintiffs discussed with Class Counsel what mediation would look like, as well as settlement possibilities. (Hannett Decl. ¶ 10; Burciaga Decl. ¶ 6.) Plaintiffs also reviewed the mediation statement and gave Class Counsel additional input based on their time working for Defendants. (*Id.*) Plaintiffs took time out of their schedules and participated in the mediations. (*Id.*) Once a settlement was reached, a Memorandum of understanding was executed and Lawyers for Justice discussed with Plaintiffs bringing in Domb & Rauchwerger LLP to help with the settlement process. (Hannett Decl., ¶ 11, Burciaga Decl., ¶ 7.) Plaintiffs separately looked into the law firm of Domb & Rauchwerger LLP to make sure that they were comfortable with the firm coming on to handle the settlement portion of the case. (*Id.*) Class Counsel ended up preparing a lengthy settlement agreement which Plaintiffs spent a significant amount of time reviewing and discussing with Class Counsel. (Hannett Decl., ¶ 12, Burciaga Decl., ¶ 8.) Plaintiffs also spent time providing information to Class Counsel for purposes of drafting their declarations in support of the motions for preliminary and final approval. (*Id.*)

Plaintiffs have understood from the beginning their role as Class Representatives and the duty to look out for the best interests of the Class. (Hannett Decl. ¶ 13; Burciaga Decl. ¶ 9.) Moreover, Plaintiffs understood that they would have to take on significant responsibilities and burdens for the benefit of the class, which could include having their deposition taken (which Plaintiff Hannett's was indeed taken), subpoenas being issued to former and current employers, or the possibility of testifying in Court. (*Id.*) Plaintiffs have taken their responsibilities as Class Representatives seriously and continue to do so. (Hannett Decl., ¶ 14, Burciaga Decl., ¶ 10.) Plaintiffs had a similar experience with Defendants compared to the other Class Members because they were all subjected to the same policies and practices. (Hannett Decl., ¶ 15, Burciaga Decl., ¶ 11.)

Plaintiff Hannett estimates that she spent approximately 65 hours on this matter and Plaintiff Burciaga estimates she spent approximately 35 hours on this matter, which included working on the tasks discussed above such as written discovery responses, deposition and deposition preparations, mediations and settlement. (Hannett Decl. ¶ 16; Burciaga Decl. ¶ 12.) Plaintiff Hannett's estimated Individual Class Payment is $559.19. (Phoenix Decl., ¶ 13.) Plaintiff Burciaga's estimated Individual Class Payment is $317.02. (*Id.*)

As a result of Plaintiffs' actions, Class Counsel were able to recover hundreds of dollars for their fellow Class Members including an average payment to the 331 Participating Class Members of approximately $483.60 from the Individual Class Payments. (Phoenix Decl. ¶ 13; see*, e.g., In re Online DVD Rental* (9th Cir. 2014) 779 F.3d 934, 947-48 (approving incentive award 417 times larger than individual payments)). These services unquestionably merit the requested Class Representative Service Payments of $5,000.00 to each Plaintiff given the time and years they spent working on this case. (Rauchwerger Decl. ¶ 24; Hannett Decl. ¶ 17; Burciaga Decl. ¶ 13.) Plaintiffs did more than simply lend their names to the lawsuit and deserve the requested Class Representative Service Payments. (Rauchwerger Decl. ¶ 24.) Accordingly, Plaintiffs should be compensated for efforts they have made on behalf of others, the risks that they undertook, and the services they performed.

IX. PAYMENT TO THE SETTLEMENT ADMINISTRATOR

Phoenix Class Action Administration Solutions is seeking $8,950 for its costs associated with administration of the settlement. The Settlement Administrator is a necessary third-party who has performed substantial services on behalf of the putative class, and this payment should be approved by the Court. (Rauchwerger Decl. ¶ 25; Phoenix Decl. ¶ 16.)

X. DOCUMENTS PROVIDED TO LWDA

Pursuant to California Labor Code section 2699(l), this motion and all supporting papers have been provided to the Labor and Workforce Development Agency and a poof of service is attached to the Rauchwerger Declaration as Exhibit 9.

XI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant the Motion for Final Approval and enter Judgment in this case pursuant to the terms of the Settlement.

Dated: May 19, 2026

Respectfully submitted,
DOMB & RAUCHWERGER LLP

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