Carolyn Hunt Cottrell (SBN 166977)
Esther L. Bylsma (SBN 264208)
SCHNEIDER WALLACE
COTTRELL KIM LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100
ccottrell@schneiderwallace.com
ebylsma@schneiderwallace.com

Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

PEDRO MERAZ-VALENCIA, on behalf of the State of California, and Aggrieved Employees,

Plaintiff,

v.

WESTLAKE ROYAL ROOFING, LLC,

Defendant.

Case No. 30-2022-01262267-CU-OE-CXC

Hon. David A. Hoffer

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

Date: August 3, 2026

Time: 1:30 p.m.

Dept.: CX-103

TABLE OF CONTENTS

I. INTRODUCTION 1

II. SUMMARY OF LITIGATION 1

A. Factual Background 1

B. Procedural History 2

III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT 5

A. The Best Practicable Notice Was Provided to the Class 6

B. The Settlement is Fair, Reasonable, and Adequate 7

1. The Settlement is Presumptively Fair 7

2. The Settlement Satisfies the Additional *Dunk* Factors 8

C. The Requested Attorneys' Fees and Costs and Incentive Award Should Be Granted . 10

D. The Court Should Grant Final Certification of the Settlement Class 14

IV. CONCLUSION 14

TABLE OF AUTHORITIES

Cases

7-Eleven Owners for Fair Franchising v. Southland Corp.
85 Cal. App. 4th 1135 (2000) 8

Bell v. Am. Title Ins. Co.
226 Cal. App. 3d 1589 (1991) 7

Bush v. Vaco Tech. Servs., LLC
No. 17-cv-05605-BLF, 2018 U.S. Dist. LEXIS 74613 (N.D. Cal. May 2, 2018) 13

Cellphone Fee Termination Cases
186 Cal. App. 4th 1380 (2010) 7

Dunk v. Ford Motor Co.
48 Cal. App. 4th 1794 (1996) 7

Hamilton v. Oakland Sch. Dist. of Alameda Cnty.
219 Cal. 322 (1933) 7

Hernandez v. Restoration Hardware, Inc.
4 Cal. 5th 260 (2018) 6, 12

Hitt v. Ariz. Bev. Co.
LLC, No. 08cv809WQH-POR, 2009 U.S. Dist. LEXIS 109702 (S.D. Cal. Nov. 24, 2009) 13

In re NCAA Ath. Grant-In-Aid Cap Antitrust Litig.
No. 4:14-md-2541-CW, 2017 U.S. Dist. LEXIS 201108 (N.D. Cal. Dec. 6, 2017) 12

Mandujano v. Basic Vegetable Prods., Inc.
541 F.2d 832 (9th Cir. 1976) 6

N. Cnty. Contractor's Ass'n v. Touchstone Ins. Servs.
27 Cal. App. 4th 1085 (1994). 7

Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.
221 F.R.D. 523 (C.D. Cal. 2004) 8

Officers for Just. v. Civil Serv. Comm'n of City & Cnty. of S.F.
688 F.2d 615 (9th Cir. 1982) 7

Ruiz v. XPO Last Mile, Inc.
No. 3:05-CV-02125 JLS (KSC), 2017 U.S. Dist. LEXIS 209361 (S.D. Cal. Dec. 20, 2017) 6

Senne v. Kan. City Royals Baseball Corp.
No. 14-cv-00608 JCS, 2023 U.S. Dist. LEXIS 54274 (N.D. Cal. Mar. 29, 2023) 14

Sonoma Land Tr. v. Thompson
63 Cal. App. 5th 978 (2021) 11
Sternwest Corp. v. Ash
183 Cal. App. 3d 74 (1986) 12
Torrisi v. Tucson Elec. Power Co.
8 F.3d 1370 (9th Cir. 1993) 6
Vizcaino v. Microsoft Corp.
290 F.3d 1051 (9th Cir. 2002) 12
Wershba v. Apple Computer, Inc.
91 Cal. App. 4th 224 (2001) 6, 12

Statutes

Cal. Code of Civ. Procedure §382 14
Cal. Lab. Code § 2699 5

Other Authorities

MANUEL FOR COMPLEX LITIGATION (FOURTH) §30.42 (2004) 7

Rules

Fed. R. Civ. P. 12(f) 2, 4
Fed. Rules Civ. Proc. 12(b)(6) 2, 4

I. INTRODUCTION

On January 8, 2026, the Court preliminarily approved this Settlement.[1]

Subsequently, the Settlement Administrator disseminated the Notice, and the response of the Class has been overwhelmingly positive. There have been zero objections, zero disputes regarding workweeks, and only three requests for exclusion.

Plaintiff now seeks final approval of the Settlement, which is an excellent result achieved for the Class. The Settlement was achieved through Class Counsel's determined pursuit of the best possible outcome. Before agreeing to the Settlement, Class Counsel analyzed Defendants' internal documents, time and pay data for the entire Class, and explored the strengths and weaknesses of the Class claims at the mediation. Throughout the litigation, at every opportunity, Class Counsel fought for increased consideration for the Class.

Now with this Settlement, Class Members will be able to obtain an estimated average net recovery of **<u>$2,158.37</u>** each, with the highest individual payment currently estimated to be approximately $4,457.24 (not including additional amounts to be paid as part of the PAGA settlement amount). Accordingly, Plaintiff respectfully requests that the Court finally approve the Settlement.

II. SUMMARY OF LITIGATION

A. Factual Background

Defendant Westlake Royal Roofing ("Defendant") is a nationwide manufacturer and concrete roof tiles. Defendant operates approximately 12 clay and concrete tile manufacturing plants throughout the United States and Canada, including four plants located in Lathrop, Rialto, Irvine, and French

[1] The "Settlement" refers to the Amended Class and Representative Action Settlement Agreement and Release, fully executed as of August 29, 2025, and attached as Exhibit A to the Supplemental Declaration of Philippe M.J. Gaudard in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement, filed August 29, 2025 (ROA No. 88) ("8/29/25 Gaudard Supp. Decl.") and the Amendment to Class and Representative Action Settlement Agreement and Release, fully executed as of December 19, 2025, and attached as Exhibit A to the Supplemental Declaration of Philippe M.J. Gaudard in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement, filed December 22, 2025 (ROA No. 114) ("12/22/25 Gaudard Supp. Decl.").

Unless otherwise indicated, all capitalized words herein have the same meaning as defined in the Settlement.

Camp, California. *See* Declaration of Esther L. Bylsma in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, filed concurrently herewith ("Bylsma Decl."), ¶13. Plaintiff is a former non-exempt employee who worked for Defendant as a helper from October 1, 2018, to July 12, 2021 at Defendant's Lathrop, California location. *Id*., ¶14.

Plaintiff's Labor Code claims are premised on the following core factual allegations. First, Plaintiff alleges that Defendant failed to pay Employees for all compensable time, including "off-the-clock" time spent on COVID-19 checks and screenings. Second, Plaintiff alleges that Defendant failed to provide second meal breaks and failed to provide premiums for missed second meal periods. *Id*., ¶15.

Based on these core allegations, Plaintiff's complaint asserts six causes of action: (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide second meal periods; (iv) failure to provide accurate wage statements; (v) waiting time penalties; (vi) unlawful business practices; and (vii) violation of the PAGA. *Id*., ¶16.

B. Procedural History

On March 14, 2022, Plaintiff provided timely written notice to Defendant and the LWDA of his intent to file a complaint for claims under the Private Attorneys General Act ("PAGA"). *Id*., ¶17. On March 14, 2022, Plaintiff filed his class action complaint in United States District Court, Eastern District of California, styled *Meraz-Valencia v. Westlake Royal Roofing, LLC*, E.D. Cal. Case No. 2:22-cv-00491-KJM-AC ("Federal Action"), alleging (1) Failure to Pay Minimum Wages for All Hours Worked; (2) Failure to Pay Overtime Wages; (3) Failure to Authorize and Permit and/or Make Available Meal Periods; (4) Failure to Provide Timely and Accurate Itemized Wage Statements; and (5) Unlawful Business Practices. *Id*., ¶18. On May 5, 2022, Plaintiff filed an amended class action complaint in the Federal Action. *Id*., ¶19. On May 24, 2022, Plaintiff filed a PAGA complaint in this Court seeking civil penalties on behalf of the State of California based on the same violations of the California Labor Code during the PAGA Period. *Id*., ¶20.

On June 20, 2022, in the Federal Action, Defendant filed a motion to dismiss and/or strike the first amended complaint pursuant to Fed. R. Civ. P. 12(b)(6) and/or 12(f). *Id*., ¶21. On July 15, 2022, in the Federal Action, Plaintiff filed his opposition to Defendant's motion to dismiss and/or strike the first amended complaint. *Id*., ¶22. On July 25, 2022, Defendant filed its Answer in this Action. *Id*., ¶23.

On or around September 7, 2022, Plaintiff served special interrogatories and requests for production of documents on Defendant in this Action. *Id*., ¶24. On October 21, 2022, the Parties submitted a Joint Status Conference Statement with the Court. *Id*., ¶25. On or around October 25, 2022, Defendant served its responses to Plaintiff's special interrogatories and requests for production of documents in this Action. *Id*., ¶26. On October 28, 2022, the Court issued a minute order, setting an Order to Show Cause hearing regarding why the PAGA case should not be stayed pending the outcome of the class Federal Action. *Id*., ¶27.

On or around November 18, 2022, Plaintiff sent Defendant a meet and confer letter detailing the issues with Defendant's discovery responses in this Action. *Id*., ¶28. On November 18, 2022, in the Federal Action, the Federal Court issued an Order to Show Cause why the Federal Action should not be dismissed for lack of subject matter jurisdiction. *Id*., ¶29. On November 28, 2022, in the Federal Action, Plaintiff filed his response to the Federal Court's Order to Show Cause. *Id*., ¶30. On November 30, 2022, in the Federal Action, the Court discharged the Order to Show Cause. *Id*., ¶31.

On November 30, 2022, in the Federal Action, the Court granted Defendant's motion to dismiss and/or strike the first amended complaint, "with plaintiff's claims one through six are dismissed with leave to amend; and the following remedies are stricken from plaintiff's first amended complaint without leave to amend: (i) plaintiff's request for treble and punitive damages; (ii) plaintiff's request for attorney's fees in connection with his meal period violation; (iii) plaintiff's request for an order awarding civil penalties; and (iv) plaintiff's request for declaratory relief." *Id*., ¶32.

On January 12, 2023, in the Federal Action, Plaintiff filed his Second Amended Complaint. *Id*., ¶33. On January 19, 2023 and January 20, 2023, the Parties filed their responses to this Court's Order to Show Cause. *Id*., ¶34. On January 26, 2023, the Parties attended the Order to Show Cause hearing, where the Parties discussed their positions with the Court, as well as the status of a potential global mediation including both the PAGA claims and the class claims. *Id*., ¶35. On January 26, 2023, the Court issued a minute order, staying the PAGA action pending the outcome of the Federal Action. *Id*., ¶36.

On February 2, 2023, in the Federal Action, Defendant filed a second motion to dismiss and/or strike the second amended complaint pursuant to Fed. R. Civ. P. 12(b)(6) and/or 12(f). *Id*., ¶37. On February 12, 2023, in the Federal Action, Plaintiff filed his opposition to Defendant's second motion to dismiss and/or strike the second amended complaint. *Id*., ¶38

On March 16, 2023, the Federal Court granted in part and denied in part Defendant's second motion to dismiss and/or strike the second amended complaint. *Id*., ¶39. The Federal Court ordered Plaintiff to file a third amended complaint or a notice of an intent to proceed on the remaining claims. *Id*. On April 5, 2023, in the Federal Action, Plaintiff filed his Third Amended Complaint. *Id*., ¶40. On April 19, 2023, in the Federal Action, Defendant filed its Answer. *Id*., ¶41.

Around this period, the Parties agreed to attend private global mediation for the class and PAGA claims. *Id*., ¶42. The Parties engaged in informal discovery and information exchanges, including time and pay data for the putative class members and relevant policy documents. *Id*. The production included, without limitations, time-punch (clock-in and clock-out times) and payroll information and data for the entire Class. *Id*. Defendant also provided Class Counsel with data points, including the total number of putative Class Members and PAGA Settlement Group members, the total number of weeks worked by the proposed Class Members, the total number of pay periods worked by PAGA Settlement Group members, the average hourly rate paid to the proposed Class Members and PAGA Settlement Group members, and the total number of separated putative Class Members and PAGA Settlement Group members per year during the relevant time periods. *Id*. Class Counsel used this information to perform a detailed investigation of Defendant's timekeeping and payroll policies and practices, including a thorough damages analysis based on a sample of data. *Id*. Defendant provided information sufficient to enable the Plaintiff and Class Counsel to evaluate the strengths and risks of the case and perform an analysis of the potential damages and civil penalties arising from the class and PAGA claims in the Action. *Id*.

On July 19, 2023, the Parties attended an all-day mediation with Jeffrey A. Ross, Esq. *Id*., ¶43. The Parties did not reach settlement at the mediation. *Id*. However, Mediator Ross, subsequently made a mediator's proposal. *Id*. On August 3, 2023, the Parties accepted the mediator's proposal. *Id*., ¶44.

On September 12, 2023, Plaintiff filed a Notice of Settlement of Entire Case. *Id.*, ¶45. The Parties negotiated, drafted, and finalized a long-form settlement agreement. *Id.*, ¶46. After numerous back-and-forth communications, the Parties executed the Class and Representative Action Settlement Agreement and Release ("First Agreement") as of December 10, 2024. *Id.*

On January 2, 2025, Plaintiff filed his motion for preliminary approval with the Court. *Id.*, ¶47. On April 25, 2025, the Court issued an order identifying several items for the Parties to address, and continuing the preliminary approval hearing. *Id.*, ¶48. Subsequently, the Parties negotiated, drafted, and finalized the Amended Class and Representative Action Settlement Agreement and Release, fully executed as of August 29, 2025 ("Amended Agreement"). *Id.*, ¶49. On August 29, 2025, Plaintiff filed his supplemental papers in support of preliminary approval. *Id.*, ¶50.

On September 10, 2025, the Parties filed a Stipulation for Plaintiff to file his Consolidated Complaint. *Id.*, ¶51. On September 10, 2025, Plaintiff filed his Consolidated Complaint, including the PAGA claims and the putative class claims. *Id.*, ¶52. On September 15, 2025, the Court issued an order identifying several items for the Parties to address, and continuing the preliminary approval hearing. *Id.*, ¶53.

Subsequently, the Parties negotiated, drafted, and finalized Amendment to Class and Representative Action Settlement Agreement and Release, fully executed as of December 19, 2025 ("Amendment"). *Id.*, ¶54. On December 22, 2025, Plaintiff filed his supplemental papers in support of preliminary approval. *Id.*, ¶55. On January 8, 2026, the Court granted preliminary approval of the Settlement and issued the Preliminary Approval Order. *Id.*, ¶56. On May 5, 2026, the Settlement Administrator mailed the Notice to all 475 Class Members. *See* Declaration of Taylor Mitzner, filed concurrently herewith ("Mitzner Decl."), ¶¶3-5.

III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT

A class action may not be dismissed, compromised, or settled without the approval of the court. Any settlement of a PAGA action must also be approved by a court. Cal. Lab. Code § 2699(1)(2). Here, the Court has already granted preliminary approval, notice has been mailed to the Class Members, and the Settlement Class has responded overwhelmingly in favor of the Settlement. The Court should therefore finally approve the Settlement, Class Representative's Service Award, and Class Counsel's fees and costs.

A. The Best Practicable Notice Was Provided to the Class

Notice of a class action settlement should be the best "practicable under the circumstances including individual notice to all members who can be identified through reasonable effort." *Torrisi v. Tucson Elec. Power Co*., 8 F.3d 1370, 1374 (9th Cir. 1993);[2] *Wershba v. Apple Computer, Inc*., 91 Cal. App. 4th 224, 251 (2001), disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc*., 4 Cal. 5th 260, 269 (2018) (the standard is whether the notice has a reasonable chance of reaching a substantial percentage of the class members). The notice is adequate where the notice is given in a "form and manner that does not systematically leave an identifiable group without notice." *Mandujano v. Basic Vegetable Prods., Inc*., 541 F.2d 832, 835 (9th Cir. 1976).

Here, pursuant to the Court's January 8, 2026 order granting preliminary approval, the Notice was mailed in English and Spanish to the 475 Class Members according to the terms of the Settlement. *See* Mitzner Decl., ¶5. The Notice provided a description of the case and the proposed Settlement, informed Class Members of their individual workweeks and estimated individual settlement payment, explained how Class Members could receive payment under the Settlement, exercise their right to opt-out, object, or dispute their workweeks, and identified Class Counsel and the requested attorneys' fees and costs and Service Award. *See id*., at Exhibit A. The Settlement Administrator has reported that 24 Notices were initially returned as undeliverable but 17 of those were successfully delivered after being resent to updated addresses. *Id*., ¶6. Seven Notices remain undeliverable. *Id*., ¶7.

The Settlement Administrator followed all the procedures set forth in the Court-approved notice plan. Reasonable steps were taken to ensure that all Class Members receive the notice packets. Accordingly, the notice process satisfies the "best practicable notice" standard. *See Ruiz v. XPO Last Mile, Inc.*, No. 3:05-CV-02125 JLS (KSC), 2017 U.S. Dist. LEXIS 209361, at *11 (S.D. Cal. Dec. 20, 2017) (finding notice sufficient where the administrator mailed notices to the last known address and attempted to send returned notices to updated addresses; "In similar situations, courts have found

[2] Unless otherwise indicated, citations are omitted and emphasis is added.

comparable efforts by settlement administrators to provide notices to potential class members to be sufficient at the final approval stage" and citing cases).

B. The Settlement is Fair, Reasonable, and Adequate

When considering a motion for final approval of a class action settlement, a court's inquiry is typically limited to determining whether the settlement is "fair, adequate, and reasonable." *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) ("[t]he inquiry 'must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties'"). A settlement satisfies that criteria when "the interests of the class as a whole are better served if the litigation is resolved by the settlement rather than pursued." *See* MANUEL FOR COMPLEX LITIGATION (FOURTH) §30.42 (2004). This standard focuses on a comparison of the benefits of settlement versus the risks and costs of continued litigation. *See N. Cnty. Contractor's Ass'n v. Touchstone Ins. Servs.*, 27 Cal. App. 4th 1085, 1091 (1994). Longstanding public policy also heavily favors settlements, particularly of class actions. *See, e.g.*, *Hamilton v. Oakland Sch. Dist. of Alameda Cnty.*, 219 Cal. 322, 329 (1933); *Bell v. Am. Title Ins. Co.*, 226 Cal. App. 3d 1589, 1608 (1991).

Based on these considerations, a "presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk*, 48 Cal. App. 4th at 1802; *see also Cellphone Fee Termination Cases*, 186 Cal. App. 4th 1380, 1389 (2010) (same). Also relevant to establishing fairness are: (1) the settlement amount; (2) the risks, complexity, expense, and likely duration of continued litigation; (3) the stage of proceedings; and (4) the views of class counsel and class members. *Dunk*, 48 Cal. App. 4th at 1801 (citing *Officers for Just. v. Civil Serv. Comm'n of City & Cnty. of S.F.*, 688 F.2d 615, 625 (9th Cir. 1982)); *see also Cellphone*, 186 Cal. App. 4th at 1389.

1. The Settlement is Presumptively Fair

As further detailed herein and in the Bylsma Decl., the Settlement is presumptively fair for several distinct reasons. First, the Settlement is the result of arms-length negotiations. It is the result of a mediation, and extensive post-mediation settlement negotiations between the Parties with substantial guidance of a mediator highly experienced in wage and hour actions, Jeffrey A. Ross, Esq. *See* Bylsma Decl., ¶¶42-46.

Second, the Settlement was informed by Class Counsel's extensive pre-trial investigation, fact discovery, and litigation efforts, which ensured that Plaintiff and Class Counsel had a thorough understanding of the strengths and weaknesses of the claims at the time of Settlement. *Id*., ¶42. Before agreeing to the Settlement, Class Counsel analyzed Defendants' internal documents, time and pay data for the entire Class, and explored the strengths and weaknesses of the Class claims at the mediation. *Id*. Throughout the litigation, at every opportunity, Class Counsel fought for increased consideration for the Class. *Id*.

Third, the Settlement was negotiated by Class Counsel who have recognized expertise in wage and hour litigation and have achieved repeated successful recoveries on behalf of employees. *Id.,* ¶¶9-12. Based on their experience, Class Counsel believe that the recovery here is highly favorable to the Class – particularly in light of the recoverable damages, the substantial risks of continued litigation, and the strengths and weaknesses of the case. Bylsma Decl., ¶64. That judgment is entitled to great weight. *Dunk*, 48 Cal. App. 4th at 1801.

Finally, the reaction of the Class supports a strong presumption of fairness. Pursuant to the Preliminary Approval Order, the Administrator mailed the Notice to all 475 Class Members. *See* Mitzner Decl., ¶¶3-5. There have been zero objections, zero disputes regarding workweeks, and only three requests for exclusion. *Id.*, ¶¶7-9. The lack of objections and very small number of exclusions by the Class to date supports a presumption of fairness. *See 7-Eleven Owners for Fair Franchising v. Southland Corp*., 85 Cal. App. 4th 1135, 1153 (2000) (one factor that "lead[s] to a presumption the settlement was fair" is that only "a small percentage of objectors" came forward); *see also Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc*., 221 F.R.D. 523, 529 (C.D. Cal. 2004) (small number of objections raises strong presumption that settlement is fair).

2. The Settlement Satisfies the Additional *Dunk* Factors

a. The Settlement Amount Favors Approval

The Settlement provides for a non-reversionary Gross Settlement Amount of $1,750,000.00. Bylsma Decl., ¶4. As detailed in Plaintiff's preliminary approval papers, the $1,750,000.00 settlement represents approximately 25% of the total assessed value of $7,041,646.44 for unliquidated, core claims for unpaid wages, meal and rest breaks, and expense reimbursements. *See* Declaration of Carolyn H. Cottrell in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement, filed January 2, 2025 ("Cottrell Decl."), ¶33. When adding derivative claims and potential PAGA penalties, the $1,750,000.00 settlement allocation represents approximately 15.5% of Defendant's total potential exposure of $11,306,717.00. The PAGA Payment of $87,500.00 represents 5 % of the Total Settlement Amount, which is well within the settlements previously approved by courts in California. *Id.*

The proposed Settlement is also unquestionably better than another distinct possibility – little or no recovery for the Class. *Id.*, ¶¶28-33. Accordingly, this factor militates in favor of the Court granting final approval.

b. The Substantial Risks of Continued Litigation

As detailed in Plaintiff's preliminary approval papers, the Settlement will yield a prompt, certain, and substantial recovery for the Employees, in contrast to the risk and uncertainty of continued litigation. *See* Cottrell Decl., ¶28. As explained in the Cottrell Decl., that benefit to the Parties, the Class, and the court system is favorable compared to the significant risks if the litigation were to proceed to trial. *Id.*, ¶¶28-33.

If this case proceeded to trial as a class action, it would require substantial additional preparation and discovery; depositions of managerial employees and experts; the presentation of witnesses at trial; and the consideration, preparation, and presentation of voluminous documentary evidence and the preparation and analysis of expert reports. *Id.*, ¶28. Another significant risk if the litigation were to proceed to trial is Defendant's representation at mediation that a majority of the Class Members have expressly acknowledged being covered by an arbitration and class waiver agreement. *Id.*, ¶29. Additionally, in the experience of Class Counsel, putative class actions for off-the-clock claims have traditionally been difficult to certify. *Id*. Even assuming that certification is granted, Plaintiff would then have to establish Class-wide liability and prove up various issues regarding damages and penalties. *Id*. Liability and damages issues would also be vigorously disputed by Defendant. *Id*. Obtaining class certification, establishing liability, and proving damages would likely take years, and would necessitate expert witness testimony and significant additional litigation. *Id*.

Class Counsel has asserted the claims in this litigation, but understands the risks as further revealed through informal discovery that Class Counsel demanded and obtained in advance of the mediation (such as time and pay data for the entire Class). *Id*., ¶42. Class Counsel is aware of the risk that fact discovery may support Defendants' position that this case is not suitable for class treatment, and on the merits. *Id*.

These significant litigation risks of liability and damages support approval of the Settlement. *Id*. *See e.g., Bellows v. NCO Fin. Sys., Inc*., 2008 WL 5458986, at *7 (S.D. Cal. Dec. 10, 2008) ("[W]hile Class Counsel believe strongly in the merit of the class claims, they also recognize that any case encompasses risks and that settlement of contested cases is preferred in this circuit. Indeed, even if Plaintiff were to prevail at trial, risks to the class remain."); *In re Heritage Bond Litig*., 2005 WL 1594403, at *7 (C.D. Cal. June 10, 2005)("Also favoring approval of the Settlement is the knowledge that, while Plaintiffs are confident of the strength of their case, it is imprudent to presume ultimate success at trial and thereafter.").

Given the broad scope and magnitude of risks, Class Counsel concluded that the Settlement here is a beneficial and just result for the Class. *See* Bylsma Decl., ¶65. It is Class Counsel's opinion that the Settlement is a fair, adequate, and reasonable settlement, and that it is in the best interests of the Class Members that the Settlement is finally approved. *Id*.

C. The Requested Attorneys' Fees and Costs and Incentive Award Should Be Granted

Class Counsel seeks fees of 35% of the Total Settlement Amount ($612,500.00), costs of $12,000.00, and a $10,000.00 Service Award for Plaintiff. No Class member has objected to Class Counsel's attorneys' fees and costs, and Class Representative's Service Award. Mitzner Decl., ¶9. As detailed in Bylsma Decl., the fees, costs, and Award are all supported by several additional factors. *Id*., ¶¶68-76.

First, as noted above, Class Counsel's work achieved the Settlement that Class Counsel submits is fair, adequate and reasonable. *Id*., ¶68. Second, none of the 468 Class members have objected to the requested attorneys' fees (or attorney's costs or Class Representative's Service Award). *Id*., ¶69 (noting that 7 of the 475 Notices remain undeliverable). Third, Class Counsel obtained a significant monetary benefit in this Settlement for the Class, providing an average of approximately $2,209.12 with some Class members potentially receiving as much as $4,553.20 when accounting for PAGA Payments. *Id.*, ¶70 (citing Mitzner Decl., ¶¶14-15, explaining that "the Settlement Administrator has calculated: (i) the average Individual Settlement Share is approximately $2,158.37 and the average Individual PAGA Payment is approximately $50.75; and (ii) the highest individual Settlement Share is $4,457.24 and the highest Individual PAGA Payment is $95.96."). Fourth, the Settlement Amount is an excellent result achieved in light of the uncertainty and risk of the outcome of further litigation. *Id.*, ¶71 (citing Cottrell Decl., ¶¶28-33). Fifth, the Settlement was achieved through Class Counsel's investment of hundreds of hours into the case. *Id.*, ¶72. Class Counsel prosecuted this case over a multi-year period, filing and pursuing both class and PAGA claims, against well-funded and aggressive defense counsel who sought to dismiss the claims at every turn. *Id.*, ¶72. Sixth, Class Counsel litigated this Action on a contingent basis – leaving no guarantee of compensation or reimbursement. *Id.*, ¶73. Rather, Class Counsel shouldered all the risks of this litigation, incurred the risk of non-recovery after a substantial investment of time, money, and resources, and have done so since the inception of the cases without any payment or compensation. *Id.*, ¶73. The inherent risk of proving liability and damages on a class-wide basis and Defendant's representation by skillful counsel confronted Class Counsel with the very real prospect of recovering nothing or close to nothing for their commitment to and investment in the case. *Id.*, ¶73. Nevertheless, Class Counsel committed themselves to developing and pressing Plaintiff's legal claims to enforce employees' rights and maximize monetary recovery for the Class. *Id.*, ¶73.

Adjusting court-awarded fees upward in contingent fee cases to reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply makes those fee awards consistent with the legal marketplace, and in so doing, helps to ensure that meritorious cases will be brought to enforce important public interest policies and that clients who have meritorious claims will be better able to obtain qualified counsel. *Id.*, ¶74. This commitment and the risks involved are precisely the reasons for multipliers in contingency fee cases. *Id.*, ¶75. *See, e.g., Sonoma Land Tr. v. Thompson*, 63 Cal. App. 5th 978, 986 (2021) ("In contingent fee cases, a fee enhancement compensates the lawyer for having taken the case despite the risk of receiving no payment in the event of a loss or the risk of a delayed payment in the event of a victory."); *Wershba v. Apple Computer, Inc*., 91 Cal. App. 4th 224, 255 (2001), disapproved on other grounds in *Hernandez v. Restoration Hardware, Inc*., 4 Cal. 5th 260, 270 (2018) ("Multipliers can range from 2 to 4 or even higher."); *In re NCAA Ath. Grant-In-Aid Cap Antitrust Litig*., No. 4:14-md-2541-CW, 2017 U.S. Dist. LEXIS 201108, at *22 (N.D. Cal. Dec. 6, 2017) (noting a district court observation that "during 30 year period from 1973-2003, [the] average multiplier approved in common fund class actions was 3.89"; "Indeed, multipliers of 4.0 and above are frequently applied in granting fee awards from common funds"); *Sternwest Corp. v. Ash*, 183 Cal. App. 3d 74, 76 (1986) (in a PAGA action - "The case is, therefore, remanded to the trial court with directions to enhance the lodestar award by such factor (two, three, four or otherwise) that the court, in its discretion shall deem proper."); *Vizcaino v. Microsoft Corp*., 290 F.3d 1043, 1051 (9th Cir. 2002) (affirming 3.65 multiplier as "within the range of multipliers applied in common fund cases").

Here, the attorneys' fees requested by Class Counsel – instead of being 2x, 3x, or 4x lodestar – is only approximately a 1.5x multiplier to lodestar. Bylsma Decl., ¶¶76, 80-81. *See also* Exhibit 1 to Cottrell Seal Decl. (Class Counsel's detailed time records).[3] SWCK's hourly rates for the partners, attorneys, and professional staff are the same as would be charged in non-contingent matters and/or which have been accepted and approved in other recent class and collective action wage and hour litigation by federal and state courts around the country, including in Southern California. *Id*., ¶82; *id*., ¶83 (citing examples).

Further, the requested litigation costs of $12,000.00 for Class Counsel are also reasonable. Class Counsel's litigation costs as of July 2, 2026 exceed this amount, totaling $12,110.34. *See* Bylsma Decl., ¶84. As itemized in great detail in the Bylsma Decl. and in Exhibit 1 to that Declaration, all of the expenses incurred by Class Counsel were reasonable and necessary for the successful prosecution of this litigation and are customarily billed to fee-paying clients. *Id*., ¶85.

Lastly, the requested Service Award of $10,000.00 to Plaintiff is also supported by several factors. First, Plaintiff has substantially contributed his time and efforts, and has committed himself

[3] "Cottrell Seal Decl." refers to the Declaration of Carolyn Cottrell in support of Motion to Seal Detailed Billing Records ("Motion to Seal"), concurrently filed herewith.

since 2022 when this case was first filed. Class and representative actions may be derailed if class representatives lose stamina particularly over a long period of time. *See e.g., Hitt v. Ariz. Bev. Co.*, LLC, No. 08cv809WQH-POR, 2009 U.S. Dist. LEXIS 109702, at *11 (S.D. Cal. Nov. 24, 2009) (necessitating a contested motion to amend because the "present class representative decided not to proceed for personal reasons"); *Bush v. Vaco Tech. Servs., LLC*, No. 17-cv-05605-BLF, 2018 U.S. Dist. LEXIS 74613, at *7 (N.D. Cal. May 2, 2018) (putative class counsel noting that "they have experienced a breakdown in communications with [the plaintiff] and the future of the [] action is uncertain"). Here, Plaintiff's commitment over a period of more than four years was an indispensable causal factor of making this Settlement a reality.

Second, Plaintiff committed personal time, energy, and diligence to his role as Class and PAGA representative in this Action. *See* Declaration of Pedro Meraz-Valencia, filed concurrently herewith. He engaged in detailed interviews with counsel about his work experience, familiarized himself with the obligations of class representation, and willingly accepted the demands and uncertainty of lengthy litigation. He stayed in contact with his attorneys, and consistently responded to follow-up questions. Plaintiff dedicated time to reviewing case materials, assisting with strategy, and preparing for a full-day mediation, remaining available throughout the session to support counsel. He was involved in reviewing and finalizing the settlement documents. His sustained participation contributed meaningfully to the litigation's progress and to achieving a resolution on behalf of the Class and the State of California.

Third, Plaintiff's efforts resulted in a significant monetary benefit in this Settlement for the Class. Fourth, Plaintiff took the significant risk of coming forward to represent the interests of his fellow employees. He stepped into this matter so that the class claims could proceed out of a sincere desire to see through the adjudication of Defendant's treatment of their employees. As a result of his service, he subjected himself to considerable risk with regards to having his name in the public forum. Fifth, Plaintiff agreed to a general release of claims so that the Settlement could be achieved. Unlike all other Class members who are releasing just the claims that were brought or could have been brought in this Action, Plaintiff has agreed to release any and all of his individual claims against Defendants in order to make this Settlement a reality. Sixth, Plaintiff's requested award is in line with awards in other similar class action settlements in California. *See e.g., Senne v. Kan. City Royals Baseball Corp.*, No. 14-cv-00608 JCS, 2023 U.S. Dist. LEXIS 54274, at *70 (N.D. Cal. Mar. 29, 2023) (noting that a $15,000 award for the plaintiffs designated class representatives "are easily justified and in line with awards in other class action settlements in complex cases" and citing numerous wage and hour cases awarding $15,000 awards). *See also* Declaration of Pedro Meraz-Valencia, filed concurrently herewith.

Accordingly, considering all of the above factors, Class Counsel's requested attorneys' fees and costs, and Plaintiff's requested Service Award should be finally approved.

D. The Court Should Grant Final Certification of the Settlement Class

As, set forth in the Plaintiff's preliminary approval motion papers, and as the Court determined in preliminarily approving the Settlement, the requirements of California Code of Civil Procedure §382 are readily satisfied here. Nothing has occurred that would alter the Court's conclusion since then. Therefore, for the same reasons that the Court preliminarily certified the Class, it should finally certify the Class for settlement purposes.

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Motion.

DATE: July 10, 2026

SCHNEIDER WALLACE
COTTRELL KIM LLP

By: Esther Lee Bylsma

Carolyn H. Cottrell
Esther L. Bylsma
SCHNEIDER WALLACE
COTTRELL KIM LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100
Fax: (415) 421-7105

Attorneys for Plaintiff