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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

CRISTO HERNANDEZ, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

ELDORADO NATIONAL (CALIFORNIA),
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

JOSE ARMANDO MATA, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

ELDORADO NATIONAL CALIFORNIA,
INC., a subsidiary of the REV GROUP,
a California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. CVRI2201056 (lead)
(consolidated with CVRI2303500)

Honorable Harold W. Hopp
Department 1

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: August 20, 2025
Time: 8:30 a.m.
Dept: 1

Hernandez Action Filed: March 14, 2022
Hernandez FAC Filed: January 19, 2023
Mata Action Filed: July 10, 2023
Mata FAC Filed: October 9, 2023
Trial Date: Not Set

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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on **August 20, 2025 at 8:30 a.m.** in Department 1 of the
3 above-captioned Court located at Riverside Historic Courthouse, 4050 Main Street, Riverside,
4 California 92501 pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the
5 California Rules of Court, and California Labor Code section 2699(l), Plaintiffs Cristo Hernandez and
6 Jose Armando Mata's (together, "Plaintiffs") will and hereby do move the Court for an Order granting
7 final approval of the proposed class action and Labor Code Private Attorneys General Act of 2004,
8 California Labor Code sections 2698, *et seq.* ("PAGA") settlement between Plaintiffs and Defendant
9 Eldorado National (California), Inc. ("Defendant").

10 Plaintiffs request that the Court enter an Order:

- 11 1. Granting final approval of the class action and PAGA settlement;
- 12 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
13 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement ("Settlement
14 Agreement" or "Settlement"), including payment by Defendant of the Gross Settlement Amount of
15 Two Million Two Hundred Thousand Dollars and Zero Cents (\$2,200,000.00) equal to the amounts
16 to pay (1) the Settlement Class Members and PAGA Employees pursuant to the terms of the
17 Settlement; (2) the Court-approved Attorneys' Fees and Costs; (3) the Court-approved Enhancement
18 Payment; (4) the Court-approved Settlement Administration Costs; and (5) the Court-approved
19 payment to the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA;
- 20 3. Approving Class Counsel's request for one-third (1/3) of the Gross Settlement Amount,
21 i.e., Seven Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three
22 Cents (\$733,333.33) in attorneys' fees, plus reimbursement of actual costs and expenses in the amount
23 of Eighteen Thousand Sixty Dollars and Seventy-Six Cents (\$18,061.76);
- 24 4. Approving the Enhancement Payment to Plaintiff Jose Armando Mata in the amount
25 of Ten Thousand Dollars and Zero Cents (\$10,000.00) in recognition of his services to the Class
26 Members;
- 27 5. Approving the Settlement Administration Costs to ILYM Group, Inc. in the amount of
28 Eleven Thousand Nine Hundred Fifty Dollars and Zero Cents (\$11,950.00); and

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Cristo Hernandez (“Plaintiff Hernandez”) and Jose Armando Mata’s (“Plaintiff
4 Mata”) (together, “Plaintiffs”) seek final approval of the class action settlement reached with
5 Defendant Eldorado National (California), Inc. (“Defendant”). Subject to Court approval, Plaintiffs
6 and Defendant (collectively, the “Parties”) have settled the Released Class Claims and Released
7 PAGA Claims as defined in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement
8 Agreement” or “Settlement”) for a total amount of Two Million Two Hundred Thousand Dollars and
9 Zero Cents (\$2,200,000.00) (“Gross Settlement Amount”). (See Declaration of Alexandra Rose in
10 Support of Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’
11 Fees and Costs, Enhancement Payment, and Settlement Administration Costs [“Rose Decl.”], ¶ 23,
12 Exh. 1).

13 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
14 current and former non-exempt employees who worked for Defendant within the State of California
15 at any time during the Class Period, including those individuals who have signed arbitration
16 agreements” (“Class” or “Class Member(s)”). (Settlement Agreement, ¶ 8.b; Rose Decl., ¶ 21). The
17 “Class Period” is defined as the period from March 14, 2018 through February 29, 2024. (Settlement
18 Agreement, ¶ 6.f; Rose Decl., ¶ 21). The “Settlement Class” or “Settlement Class Member(s)” consist
19 of all Class Members who did not submit a timely and valid Request for Exclusion. (Settlement
20 Agreement, ¶ 6.pp; Rose Decl., ¶ 21). The “PAGA Employees” consist of “all current and former
21 non-exempt employees who worked for Defendant within the State of California at any time during
22 the PAGA Period, including those individuals who have signed arbitration agreements.” (Settlement
23 Agreement, ¶ 6.bb; Rose Decl., ¶ 21). The “PAGA Period” is defined as the period from March 7,
24 2021 through February 29, 2024. (Settlement Agreement, ¶ 6.dd; Rose Decl., ¶ 21).

25 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
26 approval under California law because it is fair, adequate, and reasonable. (Rose Decl., Exh. 1; See
27 also, *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor*
28 *Company* (1996) 48 Cal.App.4th 1794, 180 1). The response of the Class to the Settlement confirms

1 that final settlement approval is appropriate. *There have been no objections to and only two (2)*
2 *requests for exclusion* from the Class Settlement. (Declaration of Garvin Brown of ILYM Group, Inc.,
3 Regarding Notice and Settlement Administration [“ILYM Decl.”], ¶¶ 9 and 10).

4 Because the Settlement achieves outstanding results for the Settlement Class Members, the
5 PAGA Employees, and the State of California, Plaintiffs respectfully request, on behalf of the Class
6 and without opposition from Defendant, that the Court approve the Settlement as fair, adequate, and
7 reasonable, and enter judgment in accordance with the Settlement’s terms.

8 Plaintiffs seek the Court’s approval of an attorneys’ fee award of one-third (1/3) of the Gross
9 Settlement Amount, equaling Seven Hundred Thirty-Three Thousand Three Hundred Thirty-Three
10 Dollars and Thirty-Three Cents (\$733,333.33), plus reimbursement of actual litigation costs and
11 expenses in the amount of Eighteen Thousand Sixty Dollars and Seventy-Six Cents (\$18,061.76)
12 (together, “Attorneys’ Fees and Costs”). Class Counsel’s request for an award of attorneys’ fees and
13 costs is reasonable and appropriate in light of the outstanding work performed by Class Counsel in the
14 matter, the contingent nature of the actions, and the results achieved under the Settlement. (*See Lealao*
15 *v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

16 Plaintiffs also request the Court’s approval of the amount to be paid to Plaintiff Mata in the
17 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”) for his
18 services on behalf of the Class. This amount proposed to be awarded to Plaintiff Mata is fair and
19 reasonable for the reasons Plaintiff Mata provided in his declaration. (*See Declaration of Plaintiff*
20 *Mata in Support of Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees*
21 *and Costs, Enhancement Payment, and Settlement Administration Costs [“Mata Decl.”] filed*
22 *concurrently herewith*). Courts approve incentive awards to plaintiffs when justified and appropriate
23 to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic*
24 *Riclifield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

25 Finally, Plaintiffs request that the Court approve the payment Eleven Thousand Nine Hundred
26 Fifty Dollars and Zero Cents (\$11,950.00) (“Settlement Administration Costs”) to ILYM Group, Inc.
27 (“ILYM” or “Settlement Administrator”) as compensation for its administration services it has and
28 will provide in connection with the Settlement. (*See, generally, ILYM Decl.*).

1 In order to efficiently present the Court with adequate information to determine whether to
2 grant final approval of the Settlement and award the Attorneys' Fees and Costs, Enhancement
3 Payment, and Settlement Administration Costs, Plaintiffs also move for an order permitting the filing
4 of this single consolidated memorandum, although it exceeds the page limit established by California
5 Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

6 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

7 Defendant is a bus manufacturing company that makes low-floor and standard floor buses for
8 the transit/paratransit, airport, parking, and university transportation markets. (Rose Decl., ¶ 2).
9 Plaintiff Hernandez was employed by Defendant as an hourly-paid, non-exempt Welder from
10 approximately December 30, 2019 to September 30, 2021. (Rose Decl., ¶ 2; Declaration of Plaintiff
11 Cristo Hernandez in Support of Motion for Final Approval of Class Action and PAGA Settlement,
12 Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs ["Hernandez
13 Decl.,"] ¶ 2). Plaintiff Mata was employed by Defendant as an hourly-paid, non-exempt Painter from
14 approximately 2021 through January 2023. (Rose Decl., ¶ 2; Mata Decl., ¶ 5).

15 On March 7, 2022, Plaintiff Hernandez provided written notice to the California Labor and
16 Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified
17 Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California
18 Labor Code alleged to have been violated by Defendant ("Hernandez PAGA Letter"). (Rose Decl., ¶
19 3).

20 On March 14, 2022, Plaintiff Hernandez filed a Class Action Complaint in the action entitled
21 *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court Case No.
22 CVRI2201056 ("Hernandez Action"), thereby commencing a putative class action against Defendant.
23 (*Id.*, ¶ 4).

24 On January 19, 2023, Plaintiff Hernandez filed a First Amended Class Action and
25 Representative Action Complaint ("Hernandez Operative Complaint"), which added a cause of action
26 under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). (*Id.*, ¶ 5). The
27 Hernandez Operative Complaint alleges nine (9) causes of action for violations of the California Labor
28 Code for failure to pay overtime wages, failure to provide compliant meal periods and premium

1 payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu
2 thereof, failure to pay minimum wages, failure to timely pay wages upon termination, failure to
3 provide accurate wage statements, and failure to reimburse necessary business expenses, for violations
4 of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned
5 California Labor Code violations, and for civil penalties under PAGA based on the aforementioned
6 California Labor Code violations. (*Ibid*).

7 On March 7, 2023, Plaintiff Hernandez and Defendant participated in a formal mediation
8 conducted by Marc J. Feder, Esq. (“Mediator”), a neutral and respected mediator with extensive
9 experience in complex wage and hour matters, which did not result in a settlement at that time. (*Id.*,
10 ¶ 6).

11 On March 9, 2023, Plaintiff Hernandez propounded written formal discovery onto Defendant
12 (specifically, Special Interrogatories (Set One)) and served a proposed Belaire-West notice. (*Id.*, ¶ 7).

13 On April 11, 2023, Defendant served responses to Plaintiff Hernandez’s written formal
14 discovery (specifically, Special Interrogatories (Set One)). (*Id.*, ¶ 8).

15 On May 11, 2023, Plaintiff Hernandez propounded written formal discovery onto Defendant
16 (specifically, Form Interrogatories – General (Set One), Requests for Production of Documents (Set
17 One), and Special Interrogatories (Set Two)). (*Id.*, ¶ 9).

18 On May 23, 2023, a Belaire-West notice was mailed in the Hernandez Action to eight hundred
19 and sixty-four (864) putative class members. (*Id.*, ¶ 10). Seven (7) putative class members timely
20 opted out by the response deadline. (*Ibid*).

21 On July 10, 2023, Plaintiff Jose Armando Mata provided written notice to the LWDA by online
22 submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section
23 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by
24 Defendant (“Mata PAGA Letter”). (*Id.*, ¶ 11).

25 On July 10, 2023, Plaintiff Mata filed a Class Action Complaint in the action entitled *Jose*
26 *Armando Mata v. Eldorado National California, Inc.*, Riverside County Superior Court Case No.
27 CVRI2303500 (“Mata Action”), thereby commencing a putative class action against Defendant. (*Id.*,
28 ¶ 12).

1 On August 2, 2023, Defendant served responses to Plaintiff Hernandez’s written formal
2 discovery (specifically, Form Interrogatories – General (Set One), Requests for Production of
3 Documents (Set One), and Special Interrogatories (Set Two)), along with a production of documents.
4 (*Id.*, ¶ 13).

5 On October 9, 2023, Plaintiff Mata filed a First Amended Class Action Complaint (“Mata
6 Operative Complaint”), which added a cause of action under PAGA. (*Id.*, ¶ 14). The Mata Operative
7 Complaint alleges twelve (12) causes of action for violations of the California Labor Code for failure
8 to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and
9 premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments
10 in lieu thereof, failure to provide accurate wage statements, failure to provide employees’ records,
11 failure to adopt standards that minimize excessive indoor heat, failure to provide suitable seating,
12 failure to timely pay wages upon termination, and failure to reimburse necessary business expenses,
13 for violations of California Business and Professions Code Section 17200, *et seq.* based on the
14 aforementioned California Labor Code violations, and for civil penalties under PAGA based on the
15 aforementioned California Labor Code violations. (*Ibid.*).

16 On January 4, 2024, Plaintiff Hernandez propounded written formal discovery onto Defendant
17 (specifically, Requests for Production of Documents (Set Two) and Special Interrogatories (Set
18 Three)). (*Id.*, ¶ 15).

19 On July 24, 2024, Plaintiff Hernandez served a notice of deposition of Defendant’s person
20 most knowledgeable along with a request for production of documents onto Defendant. (*Id.*, ¶ 16).

21 After further negotiations and with the assistance of the Mediator’s evaluations, the Parties
22 were able to reach an agreement to resolve the Hernandez Action and Mata Action (together, the
23 “Actions”) on a class and representative basis. (*Id.*, ¶ 17). The Parties then worked diligently to
24 negotiate and memorialize the terms in a long form settlement agreement. (*Ibid.*).

25 On December 20, 2024, the Parties executed Settlement Agreement. (*Id.*, ¶ 18 and Exh. 1).

26 On January 21, 2025, pursuant to the joint stipulation of the Parties, the Court entered an Order,
27 which consolidated the Actions and deemed the Hernandez Action lead. (*Id.*, ¶ 19).

28 ///

1 On February 28, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action and
2 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 20). On
3 May 1, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA
4 Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the Settlement
5 Agreement, the Notice of Class Action Settlement (“Class Notice”), the Request for Exclusion Form
6 (“Exclusion Form”), the Notice of Objection Form (“Objection Form”), and the proposed
7 administration procedures and associated deadlines. (*Id.*, ¶ 20 and Exh. 2).

8 The Parties agree that the Class described herein may be certified for settlement purposes only.
9 If for any reason the Settlement is not approved, the certification will have no force or effect and will
10 immediately be revoked. The Parties further agree that certification for purposes of approving the
11 Settlement Agreement is in no way an admission that class certification is proper under the more
12 stringent standard applied for litigation and that evidence of this limited stipulation for settlement
13 purposes only will not be admissible for any purpose in this or any other proceeding.

14 **III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION**

15 The Parties have agreed to settle the Class and PAGA claims at issue in the Hernandez
16 Operative Complaint and Mata Operative Complaint (together, “Operative Complaints”) for a non-
17 reversionary Gross Settlement Amount of Two Million Two Hundred Thousand Dollars and Zero
18 Cents (\$2,200,000.00), which is exclusive of employer-side payroll taxes. (Settlement Agreement, ¶
19 8.r; Rose Decl., ¶ 23). The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount
20 of one-third (1/3) of the Gross Settlement Amount, equaling Seven Hundred Thirty-Three Thousand
21 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$733,333.33); (2) Class Counsel’s
22 actual litigation costs and expenses, in the amount of Eighteen Thousand Sixty Dollars and Seventy-
23 Six Cents (\$18,061.76); (3) Settlement Administration Costs in the amount Eleven Thousand Nine
24 Hundred Fifty Dollars and Zero Cents (\$11,950.00); (4) Enhancement Payment in the amount of Ten
25 Thousand Dollars and Zero Cents (\$10,000.00); and (5) PAGA Amount in the amount of Two
26 Hundred Forty Thousand Dollars and Zero Cents (\$240,000.00). (Settlement Agreement, ¶¶ 8.r, 11,
27 12, 13, and 14; Rose Decl., ¶ 23). After the above Court-approved amounts are deducted from the
28 Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of

1 approximately One Million One Hundred Eighty-Six Thousand Six Hundred Fifty-Four Dollars and
2 Ninety-One Cents (\$1,186,654.91). (Rose Decl., ¶ 23).

3 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
4 to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor
5 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share
6 of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”). (Settlement
7 Agreement, ¶¶ 8.s and 8.u; Rose Decl., ¶ 24). Individual Settlement Shares are calculated by the
8 Settlement Administrator by dividing the Net Settlement Amount by the number of weeks of all
9 Settlement Class Members who worked for Defendant as non-exempt employees in California during
10 the Class Period (“Workweeks”) to yield the “Final Workweek Value,” and multiplying each
11 Settlement Class Member’s individual Workweeks by the Final Workweek Value. (Settlement
12 Agreement, ¶¶ 8.qq and 16.b; Rose Decl., ¶ 24). Individual PAGA Payments are calculated by the
13 Settlement Administrator by dividing the amount of the PAGA Employees’ 25% share of PAGA
14 Amount (\$60,000.00) by the number of pay periods of all PAGA Employees who worked for
15 Defendant as non-exempt employees in California during the PAGA Period (“Pay Periods”) to yield
16 the “Pay Period Value,” and multiplying each PAGA Employee’s individual Pay Periods by the Pay
17 Period Value. (Settlement Agreement, ¶¶ 8.ff and 17; Rose Decl., ¶ 24)

18 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
19 percent (80%) penalties, interest, and non-wage damages. (Settlement Agreement, ¶ 18; Rose Decl.,
20 ¶ 26). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated
21 to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by
22 the Settlement Administrator. (Settlement Agreement, ¶ 18; Rose Decl., ¶ 26). The Settlement
23 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
24 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
25 net payment of their Individual Settlement Share (“Individual Settlement Payment”). (Settlement
26 Agreement, ¶¶ 8.t and 18; Rose Decl., ¶ 26). The employer’s share of taxes and contributions in
27 connection with the wages portion of Individual Settlement Shares will be paid by Defendant
28 separately and in addition to the Gross Settlement Amount. (Settlement Agreement, ¶¶ 8.r and 18;

Rose Decl., ¶ 26). Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 18; Rose Decl., ¶ 26).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Settlement Agreement, ¶ 36; Rose Decl., ¶ 27). The Settlement Administrator shall mail a reminder postcard by First Class U.S. Mail to any Settlement Class Member and/or PAGA Employee whose Individual Settlement Payment and/or Individual PAGA Payment check has not been negotiated within sixty (60) calendar days after the date of mailing. (Settlement Agreement, ¶ 36; Rose Decl., ¶ 27). Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee. (Settlement Agreement, ¶ 36; Rose Decl., ¶ 27).

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims under any federal, state, or local law, which were alleged in the Operative Complaints or which could have been alleged based on the factual allegations in the Operative Complaints, arising during the Class Period, and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages upon termination, provide accurate wage statements, provide employees' records, adopt standards that minimize excessive indoor heat, provide suitable seating, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 221, 223, 226(a), 226.7, 510, 512(a), 516, 1174, 1182, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 6720, the applicable Industrial Welfare Commission Wage Orders, and California Business and Professions Code sections 17200-17209 (collectively, "Released Class Claims"). (Settlement Agreement, ¶¶ 8.ii and 37).

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1 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and the
2 State of California with respect to all PAGA Employees will be deemed to have fully, finally, and
3 forever released, settled, compromised, relinquished, and discharged the Released Parties of any and
4 all claims described in the PAGA Letters and only to the extent that they are alleged in the Operative
5 Complaints, arising during the PAGA Period, for civil penalties under the Private Attorneys General
6 Act of 2004, California Labor Code Sections 2698-2699.8 for Defendant's alleged failure to pay
7 overtime and minimum wages, provide compliant meal and rest periods and associated premium
8 payments, timely pay wages during employment and upon termination, provide complaint wage
9 statements, maintain complete and accurate payroll records, adopt standards that minimize excessive
10 indoor heat, provide suitable seating, and reimburse necessary business-related expenses in violation
11 of California Labor Code Sections 201, 202, 203, 204, 221, 223, 226(a), 226.7, 510, 512(a), 1174,
12 1182.11-1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 6720, and the applicable
13 Industrial Welfare Commission Wage Orders (collectively, "Released PAGA Claims"). (*Id.*, ¶¶ 8.jj
14 and 38).

15 The "Released Parties" means Defendant and its officers, directors, employees, and agents.
16 (*Id.*, ¶ 8.kk).

17 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff Mata,
18 individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled,
19 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
20 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of
21 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
22 unasserted, which Plaintiff Mata, at any time of execution of the Settlement Agreement, had or claimed
23 to have or may have, including but not limited to any and all claims arising out of, relating to, or
24 resulting from his employment and/or separation of employment with the Released Parties, including
25 any claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation or
26 Executive Order relating to employment, including, but in no way limited to, any claim under Title
27 VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities
28 Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the California

1 Family Rights Act; the California Fair Employment and Housing Act; all claims for wages or penalties
2 under the Fair Labor Standards Act; all claims for wages or penalties under the California Labor Code;
3 Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy,
4 retaliation, or interference with legal rights; any and all other employment or discrimination laws;
5 whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or
6 claims of promissory estoppel. (*Id.*, ¶ 39). It is agreed that this is a general release and is to be broadly
7 construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph
8 expressly does not include a release of any claims that cannot be released hereunder by law. (*Ibid.*).
9 Plaintiff Mata understands and expressly agrees that the Settlement Agreement extends to claims that
10 he has against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected,
11 vested or contingent, past, present, or future, arising from or attributable to an incident or event,
12 occurring in whole or in part, on or before the execution of the Settlement Agreement. (*Ibid.*). Any
13 and all rights granted under any state or federal law or regulation limiting the effect of the Settlement
14 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
15 EXPRESSLY WAIVED. (*Ibid.*). Section 1542 of the California Civil Code reads as follows:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
17 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
19 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
20 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
21 PARTY.
22 (*Ibid.*).

23 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

24 ILYM has taken all necessary steps to effectuate the notice and settlement administration
25 process, as set forth in the Preliminary Approval Order.

26 On May 1, 2025, ILYM received the Court approved text for the Class Notice, Request for
27 Exclusion Form, and Objection Form (collectively, “Notice Packet”) from Class Counsel. (ILYM
28 Decl., ¶ 4).

On May 19, 2025, ILYM Group received the Class List file from Defendant’s counsel. (*Id.*, ¶
5). The Class List was uploaded to ILYM’s database and checked for duplicates and other possible
discrepancies. (*Ibid.*). The Class List contained 874 individuals identified as Class Members who

1 worked 106,554 Workweeks. (Ibid). Accordingly, the Escalator Clause of the Settlement Agreement
2 was not triggered. (Ibid).

3 As part of the preparation for mailing, all 874 names and addresses contained in the Class List
4 were then processed against the National Change of Address (“NCOA”) database, maintained by the
5 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses
6 of the Class Members before mailing of the Notice Packets. (*Id.*, ¶ 6). The NCOA contains requested
7 change of addresses filed with the USPS. (Ibid). To the extent that an updated address was found in
8 the NCOA database, the updated address was used for the mailing of the Notice Packets. (Ibid). To
9 the extent that no updated address was found in the NCOA database, the original address provided by
10 Defendant’s counsel was used for the mailing of the Notice Packets. (Ibid).

11 On May 27, 2025, the Notice Packet was mailed, in both English and Spanish, via U.S First
12 Class Mail, to all 874 individuals contained in the Class List. (*Id.*, ¶ 7). 74 Notice Packets were
13 returned to ILYM as undeliverable. (*Id.*, ¶ 8). ILYM performed a computerized skip trace on the 74
14 returned Notice Packets that did not have a forwarding address, in an effort to obtain an updated
15 address for the purpose of re-mailing the Notice Packets. (Ibid). As a result of this skip trace, 61
16 updated addresses were obtained and the Notice Packets were promptly re-mailed to those Class
17 Members, via U.S First Class Mail. (Ibid). A total of 61 Notice Packets were re-mailed as a result of
18 ILYM’s skip tracing efforts. (Ibid). A total of 13 Notice Packets have been deemed undeliverable as
19 no updated addresses were found notwithstanding the skip tracing. (Ibid).

20 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
21 Notice Packets to submit a Request for Exclusion, Notice of Objection, and/or Dispute (“Response
22 Deadline”). (Settlement Agreement, ¶ 8.mm). The Response Deadline was July 11, 2025. (ILYM
23 Decl., ¶¶ 9-11). The Settlement Administrator received two (2) Requests for Exclusion, no Notices of
24 Objection, and no Disputes. (Ibid).

25 There are a total of 872 Settlement Class Members, representing 99.77% of the Class, who
26 worked 106,185 Workweeks. (*Id.*, ¶ 12). The estimated average gross Individual Settlement Share is
27 \$1,352.89, the estimated highest gross Individual Settlement Share is \$3,466.32, and the estimated
28

lowest gross Individual Settlement Share is \$11.11. (*Id.*, ¶ 14).¹

There are 700 PAGA Employees who worked 57,388 Pay Periods. (*Id.*, ¶ 15). The estimated average Individual PAGA Payment is \$85.71, the estimated highest Individual PAGA Payment is \$163.10, and the estimated lowest Individual PAGA Payment is \$1.05. (*Ibid.*).

V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

On February 3, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2). (Rose Decl., ¶ 28). The LWDA has not objected or otherwise responded to the submissions. (*Ibid.*).

VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL

A. The Legal Standard for Final Approval

Before granting final approval of a class action settlement, the Court must review the settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, and the reaction of the class members to the proposed settlement. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801 [“The list of factors is not exhaustive and should be tailored to each case”]; *Officers for Justice v. Civil Serv. Comm’n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, 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. (*Wershba*, 91 Cal.App.4th at 245; *Dunk*, 48 Cal.App.4th at 1802). “The settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual

¹ The actual average, highest, and lowest Individual Settlement Shares will be larger than the amounts stated in the ILYM Decl. because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$25,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$6,938.24 will be part of the Net Settlement Amount).

1 settlements.” (*Officers for Justice, supra*, 688 F.2d at 625).

2 **B. The Settlement Should be Finally Approved**

3 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
4 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
5 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
6 were at all times made at arm’s-length and were adversarial and assisted by the Mediator who has
7 substantial experience mediating wage and hour cases. (Rose Decl., ¶ 29). The Parties engaged in
8 extensive formal and informal discovery prior to reaching a settlement. (*Id.*, ¶ 30).

9 **C. The Settlement is Fair and Reasonable**

10 Courts typically assess the status of discovery in determining whether a class action settlement
11 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
12 Defendant produced a random sampling of putative class members’ time and payroll data as well as
13 Defendant’s relevant wage and hour policies, and information regarding the total number of putative
14 class members, the number of current versus former employees, the total workweeks worked by the
15 putative class members, the average rate of pay for the putative class members, and exemplar relevant
16 arbitration agreements. (Rose Decl., ¶ 30). Plaintiffs’ investigation was sufficient to satisfy the criteria
17 for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and
18 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

19 Based on the information exchanged, the Parties extensively briefed issues regarding class
20 certification and liability and provided their analyses to the Mediator who helped the Parties debate
21 the strengths and weakness of their respective positions. (Rose Decl., ¶ 31). At all times, Plaintiffs
22 were willing and prepared to litigate this matter through class certification and trial if the Parties had
23 been unable to reach a favorable resolution. (*Ibid.*). Additionally, settlement negotiations were
24 conducted by highly capable and experienced counsel. (*Ibid.*). Class Counsel are respected members
25 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
26 in handling complex wage and hour class action litigation. (Rose Decl., ¶ 40; Declaration of Marcus
27 J. Bradley in Support of Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’
28 Fees and Costs, Enhancement Payment, and Settlement Administration Costs [“*Bradley Decl.*”], ¶¶

1 10-22). Accordingly, Class Counsel had sufficient information and experience to act intelligently in
2 negotiating the Settlement.

3 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
4 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
5 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
6 must consider “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of
7 further litigation, the risk of maintaining class action status through trial, the amount offered in
8 settlement, the extent of discovery completed and the stage of the proceedings, the experience and
9 views of counsel, the presence of a governmental participant, and the reaction of the class members to
10 the proposed settlement.” (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

11 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal
12 and factual grounds for defending the Actions. Based upon Class Counsel’s experience litigating
13 similar complex matters, Plaintiffs reasonably expected a vigorous and lengthy defense to both class
14 certification and the merits of the Actions absent a settlement.

15 Class Counsel were aware of Defendant’s defenses and arguments and have also taken into
16 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
17 inherent in such litigation, including those involved in class and/or representative adjudication. (*Rose*
18 *Decl.*, ¶ 33). Plaintiffs further recognize the burdens of proof necessary to establish liability for the
19 claims asserted in the Actions, Defendant’s defenses, and the difficulties in establishing entitlement to
20 monetary recovery. (*Ibid*). Plaintiffs have also considered the Parties’ settlement discussions, as well
21 as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and
22 employment matters. (*Ibid*).

23 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
24 with the claims alleged in the Actions, and further denies that class certification is appropriate for any
25 purpose other than the Settlement. (*Id.*, ¶ 34). Defendant believes that it would ultimately prevail in
26 the Actions. (*Ibid*). Defendant proffered defenses to both certification and to the merits of Plaintiffs’
27 claims. (*Ibid*). Defendant contended that Plaintiffs’ claims are not suitable for class certification
28 because individual issues would predominate should this case go to trial. (*Ibid*). As with all class

1 actions, these complex cases raise difficult management and proof issues and, accordingly, there is a
2 significant risk that the Court may deny class certification. (Ibid).

3 Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving
4 the amount of wages due to each Class Member would be an expensive, time-consuming, and
5 extremely uncertain proposition. (*Id.*, ¶ 35). In order to prove liability and damages, Class Counsel
6 would need to request and analyze thousands of pages of documents, contact Class Members, and
7 obtain declarations at great expense. (Ibid). Obtaining the cooperation of current employees would
8 also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer.
9 (Ibid). On the other hand, Defendant would likely be able to obtain the cooperation of its employees.
10 (Ibid). Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals would
11 substantially delay any recovery by the Class. (Ibid).

12 In light of the Parties' respective legal positions and the risks of continued litigation, the Gross
13 Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable.
14 (*Id.*, ¶ 36).

15 **VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**
16 **AND SHOULD BE APPROVED**

17 Class Counsel seeks one-third (1/3) of the Gross Settlement Amount (i.e., \$ \$733,33.33) for
18 the time spent litigating this matter and reimbursement of actual costs and expenses totaling Eighteen
19 Thousand Sixty Dollars and Seventy-Six Cents (\$18,061.76) incurred in the prosecution of the
20 Actions. (Rose Decl., ¶ 37). The requested fees and costs are fair compensation for undertaking
21 complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light
22 of the substantial benefits achieved by Class Counsel for the Class Members. (Ibid).

23 **A. Plaintiffs' Fee Request of One-Third (1/3) of the Gross Settlement Amount**
24 **is Proper Under the Common Fund Doctrine**

25 Courts have long recognized the "common fund" or "common benefit" doctrine, under which
26 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
27 costs to be paid out of the fund. (*See Serrano v. Priest* ("*Serrano III*") (1977) 20 Cal.3d 25, 34,
28 quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees'*

1 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995)
2 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*
3 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

4 The California Supreme Court has held that, “when a number of persons are entitled in
5 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
6 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees
7 out of the fund.” (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D’Amico*, 11 Cal.3d 1; *see also Boeing,*
8 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than
9 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra*,
10 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
11 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
12 explains the common fund doctrine as follows:

13 Where the lawsuit results in the recovery of a fund or property benefiting
14 others as well as plaintiff (e.g., a class action), the court has inherent
15 equitable power to order plaintiffs attorney fees paid out of the common
fund or property [citations]. Such fee spreading assures that all of those
benefited by the litigation pay their fair share of obtaining the recovery.

16 The percentage-of-the-fund approach appears to be the preferred method of awarding fees in
17 traditional common fund cases, such as this case. Where the settlement amount is a “certain or easily
18 calculable sum of money,” use of the percentage-of-the-fund method is appropriate. (*Serrano III*, 20
19 Cal. 3d at 35).

20 In *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein
21 class counsel obtained a \$19 million non-reversionary settlement on behalf of the class, the California
22 Supreme Court approved the use of the percentage of fund or common fund method to award one-
23 third of the settlement amount or \$6,333,333.33 to class counsel for attorneys’ fees. The Court stated:

24 Whatever doubts may have been created by *Serrano III, supra*, 20 Cal.3d 25, [], or the
25 Court of Appeal cases that followed, we clarify today that use of the percentage method
26 to calculate a fee in a common fund case, where the award serves to spread the attorney
27 fee among all the beneficiaries of the fund, does not in itself constitute an abuse of
discretion. We join the overwhelming majority of federal and state courts in holding
28 that when class action litigation established a monetary fund for the benefit of the class
members, and the trial court in its equitable powers awards class counsel a fee out of
that fund, the court may determine the amount of a reasonable fee by choosing an
appropriate percentage of the fund created. The recognized advantages of the percentage

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

4 (*Laffitte*, 1 Cal.5th at 503).

5 In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated:
6 “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive
7 benefits may require those passive beneficiaries to bear a fair share of the litigation costs.” Similarly,
8 in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme
9 Court recognized that the common benefit doctrine has been applied “consistently in California when
10 an action brought by one party creates a fund in which other persons are entitled to share.”

11 Numerous appellate courts have similarly found. (*See e.g., Knoff v. City and County of San*
12 *Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
13 attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);
14 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly
15 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
16 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
17 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
18 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
19 in an inverse condemnation action)).

20 The Supreme Court noted that several courts have expressed frustration with the alternative
21 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
22 often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; *see Lealao v. Beneficial California, Inc.*
23 (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373,
24 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class
25 counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing
26 an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources.
27 (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the
28 percentage of the common fund approach to determine the award of attorney’s fees. (*Lealao*, 82

1 Cal.App.4th at 30-31; *see e.g., In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79
2 (approving attorney's fee of 33%)).

3 A fee of one-third (1/3) of the Gross Settlement Amount (i.e., \$733,333.33) is easily within the
4 range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to
5 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F. Supp. at
6 1378). According to Professor Newberg: "No general rule can be articulated on what is a reasonable
7 percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a reasonable fee
8 award from a common fund, in order to assure that fees do not consume a disproportionate part of the
9 recovery obtained for the class, though somewhat larger percentages are not unprecedented."
10 (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel's requested fee is reasonable and falls
11 well within the historical range of attorney's fee awards under the common fund theory. Based on
12 Class Counsel's showing of reasonableness, the Court should approve the requested fees pursuant to
13 the common fund approach.

14 **B. The Circumstances of this Case Support a One-Third (1/3) Fee Award**

15 Given the significant results achieved under the circumstances of this litigation, the requested
16 fee award is reasonable. As discussed in *Sumitomo Copper Litigation, supra*, 74 F. Supp. 2d at 396:

17 No one expects a lawyer whose compensation is contingent on the
18 success of his services to charge, when successful, as little as he
19 would charge a client who in advance of the litigation has agreed to
20 pay for his services, regardless of success. Nor, particularly in
21 complicated cases producing large recoveries, is it just to make a fee
22 depend solely on the reasonable amount of time expended.

23 In that vein, this Court should consider the contingent nature of this case, the uncertainty of
24 the outcome, the quality of the counsel, and the preclusion from other employment.

25 **C. The Contingent Nature of This Matter**

26 From the outset of the Actions to the present, prosecution of this matter has involved significant
27 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
28 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
matter with no guarantee of success. The risks of this matter are apparent in that class certification
would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
cases such as this. Moreover, even if class certification were granted over Defendant's opposition,

1 there was no assurance that Plaintiffs would succeed at trial. (Rose Decl., ¶¶ 33-35). Despite such
2 challenges, Class Counsel was able to persuade Defendant that it faced significant liability exposure
3 such that it was willing to pay \$2,200,000.00 to settle the Class Members' claims.

4 **D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation**

5 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
6 including litigation involving the legal issues in this matter. (Rose Decl., ¶ 40; Bradley Decl., ¶¶ 10-
7 22). Class Counsel's skill in developing a factual record and convincing Defendant of its litigation
8 exposure under California law was essential to achieving the Settlement. Through their skill and
9 reputation, Class Counsel was able to obtain a settlement that provides an outstanding result for Class
10 Members. (*See generally* Rose Decl.).

11 **E. The Results Achieved**

12 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
13 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
14 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
15 which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class
16 Members will be paid, on average, approximately \$1,352.89 each, which is intended to compensate
17 them for the alleged wage and hour violations they suffered during their employment. (Rose Decl., ¶
18 25). This is a significant benefit for the Settlement Class Members here as it represents a recovery for
19 highly disputed claims. Equally important is the fact that the State of California will receive
20 \$180,000.00 for enforcement of labor laws and education of employers. (*Id.*, ¶ 48).

21 Furthermore, the efficiency with which this litigation was conducted and resolved should be
22 rewarded. After preparing and investigating the cases prior to filing the Actions, Class Counsel
23 strongly litigated and then resolved the cases in an efficient manner. The Class Members will directly
24 benefit from the prompt and fair resolution of their claims. They will be receiving a significant award
25 in a relatively short period of time, as opposed to waiting years to recover some undetermined amount
26 if they succeeded at trial, which is an uncertainty in itself.

27 ///

28 ///

1 **F. Preclusion of Other Employment**

2 As California law recognizes, Class Counsel’s commitment to this litigation should not be
3 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
4 attorneys’ fees is whether the litigation required Class Counsel to forego other employment. (*See*
5 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
6 additional work that was available, and which Class Counsel had to forego in order to devote the time
7 necessary to pursue this litigation. (Rose Decl., ¶ 39).

8 **G. The Requested Fees Are Also Justified Under the Lodestar Method**

9 Fee calculations under the lodestar method would result in a similar award, demonstrating the
10 fairness of Class Counsel’s percentage fee request. Under the lodestar method, a base fee amount is
11 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
12 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
13 various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel’s hourly rates are summarized
14 in the Rose Decl. at ¶¶ 40-41 and Bradley Decl. at ¶ 29.

15 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the
16 relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Rose Decl.,
17 ¶ 41). As a practical matter, few if any employees or consumers pay attorneys’ fees on an hourly basis
18 for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up
19 contingency fee (with the percentage increasing from one third to forty-five – and sometimes even
20 fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to
21 trial). (*Ibid*). Therefore, there is no customary hourly billing rate for work that is routinely based on
22 a contingent fee relationship, but the nature of class action work should be strongly considered by the
23 Court. (*Ibid*). Wage and hour work presents a specialized and challenging area of law that is not
24 within the knowledge of many lawyers. (*Ibid*). This kind of class action work requires specialized
25 learning and the willingness to take large risks. (*Ibid*).

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1 Class Counsel has spent approximately 480.80 total hours litigating these claims to date.²
2 (Rose Decl., ¶ 41; Bradley Decl., ¶ 29). Class Counsel expects to spend additional hours in connection
3 with the final approval process (including preparing for and attending the Final Approval Hearing, and
4 managing the Settlement through its conclusion, including anticipated communications with defense
5 counsel, the Settlement Administrator, our clients, and Class Members). (Rose Decl., ¶ 42; Bradley
6 Decl., ¶ 8) . In addition to time spent during litigation, reasonable hours also include the time spent
7 before the Actions were filed, including time spent interviewing the clients, investigating the facts and
8 the law, preparing the initial pleadings, as well as litigating the case. (*Webb v. Board of Educ.* (1985)
9 471 U.S. 234). Further, the fee award should include fees incurred to establish and defend the
10 attorneys' fee claim. (*Serrano v. Priest* (1982) 32 Cal .3d 621, 639 (“*Serrano IV*”). Based on the
11 rates of Class Counsel, the total fees incurred to date are \$435,435. (Rose Decl., ¶ 41; Bradley Decl.,
12 ¶ 29).

13 In cases where a common fund analysis is not used, once the court establishes the lodestar
14 amount, it should adjust the fee award by a multiplier in order to make an appropriate fee award.
15 (*Serrano III, supra*, 20 Cal.3d at 48). In applying the multiplier, *Newberg on Class Actions* states that
16 “[m]ultiples ranging from one to four frequently are awarded in common fund cases when the lodestar
17 method is applied. A large common fund award may warrant an even larger multiplier.” (4 *Newberg*
18 *on Class Actions* 4th (4th ed. 2002) § 14.6). If the class members paid the fees that the market would
19 bear, they would pay a fee of anywhere from one-third to forty-five percent of any recovery. Since
20 this is the market rate, the lodestar calculation should be enhanced to reflect what the class members
21 would pay on the open market. (*Lealao, supra*, 82 Cal.App.4th at 47-48).

22 In *Lealao*, the court held that trial courts should award lodestar fees by examining the
23 percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 & 53). The
24 court indicated that this is an upward adjustment and should be akin to a contingency fee recovery;

26 ² In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in
27 California to support a fee application. The court held: “Testimony of an attorney as to the number of hours worked on a
28 particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records.”
Id. There is no need to attach the voluminous invoices prepared in a case as a basis for an award of fees and costs. *Id.*
Through Class Counsel's declaration in support of this application, however, Plaintiffs present a thorough breakdown of
the hours spent and costs incurred in prosecuting this class action. Pursuant to *Martino, supra*, this presentation is sufficient
to support the amount requested.

1 the court stated, “[a]n adjustment reflecting the amount of the class recovery is not significantly
2 different from an adjustment reflecting a percentage of that amount; and California courts have
3 evaluated a lodestar as a percentage of the benefit.” (*Id.* at 46). The *Lealao* method appears
4 particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and
5 the class action clients do not expect to pay an hourly fee.

6 The rationale of *Lealao* comports with the purpose of the multiplier. The multiplier is
7 “primarily to compensate the attorney for the prevailing party at a rate reflecting the risk of
8 nonpayment in contingency cases.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138). The *Lealao*
9 court reasoned:

10 Given the unique reliance of our legal system on private litigants to enforce
11 substantive provisions of law through class and derivative actions, attorneys
12 providing the essential enforcement services must be provided incentives
13 roughly comparable to those negotiated in the private bargaining that takes
14 place in the legal marketplace, as it will otherwise be economic for
defendants to increase injurious behavior. It has therefore been urged (most
persistently by Judge Richard Posner) that in defining a reasonable fee in
such representative actions, the law should mimic the market.

15 In the class action context, that would mean attempting to award the fee that
16 informed private bargaining, if it were truly possible, might have reached.
17 The simplest way for the law to duplicate the bargain that informed parties
would reach if agency costs were low is to look to fee award levels in actions
brought by sophisticated private parties under the same or comparable
statutes.

18 (*Lealao*, 82 Cal.App.4th at 47-48 (internal citations and quotations omitted)). The court added:

19 [T]rial judges need the flexibility *Serrano III* provides, as it enables them to
20 relate fee awards to the economic realities that determine the efficacy of the
private enforcement contemplated by our civil justice system.

21 Accordingly, we hold that, in cases in which the value of the class recovery
22 can be monetized with a reasonable degree of certainty and it is not
23 otherwise inappropriate, a trial court has discretion to adjust the basic
lodestar through the application of a positive or negative multiplier where
necessary to ensure that the fee awarded is within the range of fees freely
negotiated in the legal marketplace in comparable litigation.

24 (*Id.* at 49-50).

25 In looking at similar cases, including those set forth above, Class Counsel’s requested fee
26 comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the
27 collective hours worked in this matter, the requested fee award would represent a modest multiplier of
28 1.69 over the current total fee lodestar. In this regard, Class Counsel’s fee request is reasonable.

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1 **H. No Class Member Objected to the Requested Attorneys' Fee Award**

2 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
3 clearly disclosed to each Class Member in the Court-approved Class Notice. (Rose Decl., ¶ 44; *See*
4 *also*, ILYM Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to
5 the request for attorneys' fees. (ILYM Decl., ¶ 10). It is fair to conclude that the Class approves
6 of/does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's
7 request for one-third (1/3) of the Gross Settlement Amount, equaling Seven Hundred Thirty-Three
8 Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$733,333.33), should be
9 granted.

10 **I. Plaintiffs' Cost Request is Reasonable**

11 Class Counsel seeks reimbursement of a total amount of Eighteen Thousand Sixty Dollars and
12 Seventy-Six Cents (\$18,061.76) in costs and expenses in this matter, which includes reasonable future
13 costs for filing the Motion. (Rose Decl., ¶ 43 and Exh. 4; Bradley Decl., ¶ 37 and Exh. 1). All costs
14 and expenses were reasonably incurred in prosecution of this matter.

15 **VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF MATA IS**
16 **REASONABLE**

17 Plaintiff Mata should be awarded an Enhancement Payment in the amount of Ten Thousand
18 Dollars and Zero Cents (\$10,000.00) for his services as the Class Representative and the risks in
19 connection with that role. (Rose Decl., ¶ 45). Enhancement awards in wage and hour cases typically
20 range from \$5,000.00 to \$20,000.00, although some awards are higher. (Ibid). Often, multiple class
21 representatives receive awards in the above range. (*See e.g., Munoz v. BCI Coca-Cola Bottling Co. of*
22 *Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of \$10,000.00 per
23 named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Thornton*
24 *v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) ["We also think there is something to
25 be said for rewarding those drivers who protect and help to bring rights to a group of employees who
26 have been the victims of discrimination."]). Here, the requested Enhancement Payment is modest,
27 reasonable, and should be approved.

28 ///

1 Plaintiff Mata's actions establish that: (1) he sought to protect the interests of the Class above
2 his own personal interests; (2) the Settlement Class Members will be benefitted from his actions by
3 receiving a payment without having to do anything; and (3) Plaintiff Mata has put forth a significant
4 amount of time and effort pursuing the litigation and seeing it through to resolution. (*See, generally,*
5 *Mata Decl.*; *see also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804
6 (discussing the criteria for determining class representative enhancement awards in concluding that a
7 requested award of \$25,000 for two class representatives was too high)).

8 The requested award for Plaintiff Mata is also reasonable given the financial and personal risk
9 he took in commencing the Mata Action, and in light of the benefits that his actions have conferred
10 upon the Class. (*Mata Decl.*, ¶ 24; *See also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901
11 F.Supp. 294, 299-300). Additionally, in considering a requested class representative enhancement
12 award, courts take into consideration a plaintiff's reasonable fear of retaliation. (*Staton v. Boeing Co.*
13 (9th Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend
14 little effort to discover Plaintiff Mata brought the lawsuit – and based thereon, decline to offer Plaintiff
15 Mata employment.

16 In sum, Plaintiff Mata has performed considerable services on behalf of the Class during the
17 litigation. (*See, generally, Mata Decl.*). Class Counsel cannot understate the importance of the role
18 of an employee who is willing to search out an attorney and step forward to assume the risk of litigation
19 and retaliation in order to represent a class and put the interests of the class before their own interests.
20 Plaintiff Mata has understood that this is a class action where he is serving as the Class Representative
21 and must protect the Class Members' interests. (*Id.*, ¶ 20). Plaintiff Mata was the catalyst to the
22 benefit reached for the Class Members, and has actively protected the Class Members' interests during
23 the pendency of this matter and will continue to do so even if the case was required to go to trial.
24 (*Ibid.*). Plaintiff Mata spent numerous hours participating in this matter by searching for an attorney,
25 communicating with his attorneys on numerous occasions, searching for and producing relevant
26 documents related to his employment, responding to his attorneys' inquiries, reviewing the settlement
27 documents, and approving the Settlement on behalf of all Class Members. (*See, generally, Mata*
28 *Decl.*).

1 In contrast, without having to take on any of the risk incurred by Plaintiff Mata or time spent
2 by Plaintiff Mata in litigating this matter, Settlement Class Members will automatically be issued a
3 payment for their claims. It appears that the Settlement Class Members recognize this enhancement
4 was justified because since the time the Class received notice of the requested Enhancement Payment,
5 no one has objected to the request. Thus, the Enhancement Payment to Plaintiff Mata is warranted to
6 compensate him for his time and effort, the fear and stress associated with assuming the responsibility
7 of serving as the Class Representative, and the concrete risks he assumed as the Class Representative.

8 Class Counsel are informed by the Settlement Administrator that Plaintiff Mata's estimated
9 gross Individual Settlement Share is \$2,799.72 and estimated Individual PAGA Payment is \$100.37.
10 (ILYM Decl., ¶¶ 14-15).

11 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
12 **REASONABLE**

13 In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved,
14 Settlement Administration Costs not to exceed Fourteen Thousand Dollars and Zero Cents
15 (\$14,000.00). (Rose Decl., ¶ 46). ILYM Group, Inc., is the approved Settlement Administrator.
16 (Ibid). It is an experienced class administrator and has adequately performed the administration tasks
17 required by the Preliminary Approval Order. ILYM's *actual* costs to administer the Settlement are
18 only Eleven Thousand Nine Hundred Fifty Dollars and Zero Cents (\$11,950.00). (ILYM Decl., ¶ 16
19 and Exh. C). Based thereon, the requested costs should be approved.

20 **X. THE PROPOSED LWDA ALLOCATION IS REASONABLE**

21 Pursuant to California Labor Code Section 2699(1), the Superior Court shall review and
22 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
23 § 2699(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
24 should be approved. As part of the Settlement, Defendant has agreed to pay Two Hundred Forty
25 Thousand Dollars and Zero Cents (\$240,000.00) to settle the claims of the PAGA Employees brought
26 pursuant to PAGA, of which the payment of One Hundred Eighty Thousand Dollars and Zero Cents
27 (\$180,000.00) (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement
28 purposes. (Rose Decl., ¶ 47).

1 It is extremely common in approved wage and hour class action cases that settle that only a
2 small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to
3 class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
4 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
5 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
6 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
7 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
8 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
9 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
10 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
11 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
12 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
13 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
14 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
15 in these approved settlements, the parties generally maximized statutory penalties and minimized
16 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
17 California Labor Code violations. (Rose Decl., ¶ 48).

18 **XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE**

19 California law vests the Court with broad discretion in fashioning an appropriate notice
20 program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
21 74). To protect the rights of absent class members, the parties must provide class members with the
22 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
23 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
24 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
25 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
26 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
27 the action and afford them an opportunity to present their objections"]). The content and method of
28 the notice should be designed to apprise the class members of the terms of the proposed settlement

1 and of the class members' rights regarding the settlement. (*See Mullane, supra*, 339 U.S. at 314;
2 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
3 F. Supp. 364, 378).

4 The Class Notice approved by the Court met these requirements: it identified the Parties and
5 described the Actions, the Class, the Gross Settlement Amount, the proposed method for distribution
6 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to
7 Plaintiff Mata, the Settlement Administration Costs to the Settlement Administrator, and the
8 Attorneys' Fees and Costs to Class Counsel. (Rose Decl., ¶ 49; *see also* ILYM Decl., Exh. A thereto).
9 The Class Notice described the proposed Settlement with enough specificity to allow each Class
10 Member to make an informed choice whether to accept and participate in it. (Ibid). It also explained
11 how and when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the
12 Class Notice provided the date for the hearing on final approval of the Settlement and informed Class
13 Members how to obtain additional information about the Settlement. (Ibid).

14 XII. CONCLUSION

15 For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs'
16 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
17 attorneys' fees to Class Counsel of \$733,333.33; (2) the requested reimbursement of actual costs and
18 expenses to Class Counsel of \$18,061.76; (3) the requested Enhancement Payment to Plaintiff Mata
19 of \$10,000.00; and (4) the requested Settlement Administration Costs to the Settlement Administrator
20 of \$11,950.00; and permit the filing of a memorandum that exceeds the page limit.

21 Respectfully submitted,

22 Dated: July 29, 2025

BLACKSTONE LAW, APC

23 By: 

Alexandra Rose
Attorneys for Plaintiff Cristo Hernandez
and the Class

24
25
26 Dated: July 29, 2025

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27 By: /s/ Marcus J. Bradley

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