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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES — SPRING STREET COURTHOUSE

MANUEL ARELLANO MARTINEZ, an
individual and class representative on behalf of
himself and all other similarly situated non-
exempt former and current employees,

Plaintiff,

vs.

GIULIANO-PAGANO CORPORATION, a
California Corporation; NANCY GIULIANO,
an individual; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 22STCV07482
[Assigned for all purposes to the Honorable Elihu
M. Berle, Dept. 6]

CLASS ACTION

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

Date: July 1, 2026
Time: 9:00AM
Dept.: 6
Hon. Elihu M. Berle

Action Filed: March 2, 2022
Trial Date: None Set

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1 TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that, on July 1, 2026, at 9:00AM, or as soon thereafter as this matter
3 may be heard, in Department 6 of the above-captioned courthouse, located at Spring Street Courthouse,
4 312 N. Spring Street, Los Angeles, CA 90012, Plaintiff Manuel Arellano Martinez (“Plaintiff” and/or
5 “Martinez”), will, and hereby does, move this Court for final approval of the Class Action and PAGA
6 Settlement Agreement and Class Notice (“Settlement” and/or “Agreement”) reached by the parties in the
7 above-captioned litigation. Plaintiff moves the Court for entry of an order and judgment providing for the
8 following:

- 9 1. Granting final approval of the terms of the Settlement as fair, adequate, and reasonable to all parties
10 and to all Participating Class Members;
- 11 2. Certifying the Class for settlement purposes only;
- 12 3. Finding that the notice distributed to Class Members, pursuant to the Court’s Order Granting Plaintiff’s
13 Motion for Preliminary Approval of Class Action Settlement, dated March 10, 2026, constituted the best
14 notice practicable under the circumstances;
- 15 4. Approving payment of Individual Settlement Payments to Participating Class Members pursuant to the
16 terms of the Settlement;
- 17 6. Approving payment of a Class Representative Service Award to the named Plaintiff in the amount of
18 \$10,000.00;
- 19 7. Awarding Class Counsel attorney’s fees in the amount up to one-third of the Maximum Settlement
20 Amount for a maximum fee award of \$ 75,000.00, plus an award of actual costs and reimbursement of
21 reasonable litigation of \$25,000;
- 22 8. Approving payment of Settlement Administration Costs to ILYM Group, Inc., Class Action Settlement
23 Administrators in the amount of \$5,500.00.

24 The motion will be based upon this Notice, the attached Memorandum of Points and Authorities,
25 the accompanying Declaration of Grant Joseph Savoy, Declaration of Plaintiff Manuel Arellano
26 Martinez, Declaration of the Settlement Administrator (ILYM Group, Inc.), the Class Action Settlement
27 Agreement, the complete files and records of this case, and any other evidence or oral argument which
28 may be considered by the Court at the time of the hearing.

1 Dated: May 4, 2026

SOLOUKI | SAVOY, LLP

3 SHOHAM J. SOLOUKI, ESQ.
4 GRANT JOSEPH SAVOY, ESQ.
5 *Attorneys for Plaintiff Manuel Arellano*
6 *Martinez and Those Similarly Situated*

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This motion is brought by Plaintiff Manuel Arellano Martinez (“Plaintiff” and/or “Martinez”), in
4 the matter of *Manuel Arellano Martinez, et al. vs. Giuliano-Pagano Corporation, et al.*,” (LASC Case
5 No. 22STCV07482) (the “Action” or “Matter”) in this wage and hour class action brought on behalf of all
6 current and former non-exempt California employees who worked for Defendant Giuliano-Pagano
7 Corporation (“Defendant” and/or “GPC”) at any time from March 2, 2018 until October 31, 2025. The
8 Action primarily alleges that Defendant failed to provide Plaintiff and the class he seeks to represent with
9 legally required meal and rest periods, failed to pay their overtime and off-the-clock wages, failed to
10 maintain required employment records, provided inaccurate wage statements, and failed to timely
11 compensate former employees for all wages owed upon section of employment. Plaintiff and Defendant
12 (collectively, the “Parties”) entered into a CLASS ACTION AND PAGA SETTLEMENT AGREEMENT
13 AND CLASS NOTICE (“Settlement” and/or “Agreement”), which provides for a non-reversionary,
14 Maximum Settlement Amount (“MSA”) or Gross Settlement Amount (“GSA”) of Two Hundred and
15 Twenty-Five Thousand Dollars (\$225,000.00). On March 10, 2026, the Court granted preliminary
16 approval of the Settlement. Plaintiff now seeks an order granting final approval of the Settlement,
17 including an award of attorney’s fees and costs.

18 The Settlement Class is composed of approximately 167 current and former employees of
19 Defendants working as hourly non-exempt employees, in the State of California at any time from March 2,
20 2018 until October 31, 2025, inclusive (the “Class Period”). A presumption of fairness exists because the
21 Settlement was reached through extensive, arm’s-length negotiations. Sufficient investigation and
22 discovery allowed Class Counsel to act intelligently. Class Counsel is experienced in similar wage and
23 hour class litigation, and there are no objections to the Settlement at the time of filing these papers.

24 The Settlement provides substantial benefits to Class Members. The estimated average Individual
25 Settlement Payment will be approximately \$625.75, with the highest estimated Individual Settlement
26 Payment amounting to approximately \$1,520.26. The lowest Individual Settlement Payment is
27 approximately \$1.29. Furthermore, the Settlement has been favorably received by Class Members. Of the
28

1 167 Class Members, not a single individual objected to the terms of the Settlement and no Class Members
2 opted out of the settlement, at the time of filing these papers.

3 Plaintiff's request in an amount not to exceed \$75,000.00 in attorney's fees and reimbursement of
4 litigation costs in the amount of \$25,000.00, is reasonable. The amount of attorney's fees, which amounts
5 to one third of the common fund, is well within the range generally sought and approved in class actions.
6 The amount of fees requested is also reasonable given Class Counsel's lodestar of \$201,450.00, based
7 upon 237.0 billable hours at hourly rates, with no multiplier.

8 Because the Settlement is fair, adequate, and reasonable, and it is in the best interests of Class
9 Members, Plaintiff respectfully requests that the Court grant final approval and enter judgment.

10 **II. FACTUAL AND PROCEDURAL BACKGROUND**

11 **A. The Parties**

12 Plaintiff is a former non-exempt hourly employee of Defendant Giuliano-Pagano Corporation
13 ("Defendant" and/or "GPC"). Defendant GPC works under the name of Giuliano's Bakery and engages in
14 the business of making and distributing baked goods. There are approximately One Hundred Sixty-Seven
15 (167) current and former employees of Defendant who are eligible to participate in the Settlement. (*Grant*
16 *Savoy Declaration* ("Savoy Decl."), at ¶ 6.)

17 **B. The Complaints**

18 On or about March 2, 2022, Plaintiff Martinez filed a complaint in the Superior Court of the State
19 of California, County of Los Angeles, entitled, *Manuel Arellano Martinez, et al. vs. Giuliano-Pagano*
20 *Corporation, et al.*," (LASC Case No. 22STCV07482) (the "Action"). The complaint originally asserted
21 ten (10) causes of action for: (1) failure to provide required meal periods; (2) failure to provide required
22 rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wage; (5) failure to timely pay
23 wages; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain
24 required records; (8) failure to furnish accurate itemized statements; (9) failure to indemnify employees
25 for necessary expenditures incurred in discharge of duties; (10) all claims for unfair business practices.
26 On or about June 13, 2025, via joint stipulation, Plaintiff filed a First Amended Complaint adding an
27 additional 11th cause of action under the California Private Attorneys General Act of 2004 ("FAC,"
28 "Complaint," or "Operative Complaint".) (*Savoy Decl.*, at ¶ 4, 5.)

1 **C. Discovery and Investigation**

2 Prior to the Settlement, Plaintiff's counsel conducted an investigation into the claims alleged by
3 Plaintiff, conducted legal research, and engaged in extensive formal and informal discovery. Prior to
4 mediation, the Parties met and conferred regarding the scope of discovery necessary for the Parties to
5 engage in a productive mediation, including the taking of Plaintiff's full-day deposition. In addition to
6 formal discovery, it was agreed between the Parties that they would exchange agreed upon documents and
7 class records/data prior to mediation to make sure that all sides were working with the same information
8 and statistics heading into mediation negotiations. (*Savoy Decl.*, at ¶ 8.)

9 Pursuant to the Parties' pre-mediation agreement, Defendant produced all written wage and hour
10 policies, timekeeping procedures and policies, payroll policies and other data for all non-exempt hourly
11 employees of Defendant. This included among other things: the complete payroll and timekeeping
12 records for Plaintiff dating during the class period, as well as a Twenty Percent (20%) sample of time
13 keeping records of the entire class for the class period, amounting to hundreds of lines of data, along with
14 corresponding payroll data for the same employees. (*Savoy Decl.*, at ¶ 9.)

15 Through discovery and investigation, my office was able to identify multiple current and former
16 employees of Defendant that provided valuable information that allowed my office and our expert to
17 clarify any apparent discrepancies in the data provided by Defendant. (*Savoy Decl.*, at ¶ 10.)

18 For example, Defendants' written records did not indicate when or if a majority of the rest breaks
19 had been taken by a given employee during a given work shift, as they were not recorded. Through
20 information and statements provided by Plaintiff and other employees of Defendant, it was determined
21 that at least One (1) to Two (2) rest periods were missed, interrupted, short, or given late, which led
22 Plaintiff and his expert to come to the assumed Twenty-Five Percent (25%) violation rate. The same goes
23 for off-the-clock work (assumed 15 minutes per work shift) and monthly unpaid reimbursements (\$5.00
24 per month) violation rates, both of which could not have been determined without the assistance of
25 Plaintiff and his co-workers. (*Savoy Decl.*, at ¶ 11.) This information could not have been gleaned from
26 the face of the payroll and timekeeping records themselves.

27 Plaintiff's statistical expert analyzed this information, including all of the aforementioned data, and
28 was able to assist Plaintiff's Counsel in their evaluation of the potential liability for Defendant and

1 damages for the Class Members. Based upon this information, Plaintiff's counsel was able to act
2 intelligently and effectively in negotiating the proposed Settlement. (*Savoy Decl.*, at ¶ 12.)

3 My firm is informed and believes that the existence of an ascertainable class can be established
4 through Defendant's own records. (*Savoy Decl.*, at ¶ 12.)

5 **D. Settlement Negotiations**

6 The Settlement was reached following extensive negotiations during and after a private mediation
7 with professional mediator Chris Barnes, Esq. The settlement negotiations were at arm's length and,
8 although conducted in a professional manner, were adversarial. The parties went into the mediation
9 session willing to explore the potential for a settlement of the dispute, but each side was also prepared to
10 litigate its position through trial and appeal if a settlement had not been reached. (*Savoy Decl.* ¶¶ 13 - 15.)

11 During mediation, Plaintiff strongly asserted the validity of his arguments and his assessment that
12 this case could be worth a substantial amount of money. However, as the mediation progressed,
13 Defendant presented their arguments as to various issues, and it became apparent that many issues would
14 be highly disputed and could pose a risk to both parties in going forward with litigation. As a result, the
15 parties agreed to resolve this matter. (*Id.*)

16 Moreover, Mr. Barnes presided over the back and forth exchange of information, and helped guide
17 the parties towards what he believed, based on his experience, was a reasonable resolution given the
18 disputed issues of liability. (*Id.*)

19 Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence
20 to the contrary is offered. (*Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447; *Mars Steel Corp. v.*
21 *Continental Illinois Nat'l Bank & Trust Co.* (7th Cir. 1987) 834 F.2d 677, 682; *In re Chicken Antitrust*
22 *Litig.* (N.D. Ga. 1980) 560 F. Supp. 957, 962.) Courts do not substitute their judgment for that of the
23 proponents, particularly where, as here, settlement has been reached with the participation of experienced
24 counsel familiar with the litigation. (*Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. 2004)
25 221 F.R.D. 523, 528; *Hammon v. Barry* (D.D.C. 1990) 752 F. Supp. 1087, 1093; *Steinberg v. Carey*
26 (S.D.N.Y. 1979) 470 F. Supp. 471, 478; *In re Armored Car Antitrust Litig.* (N.D. Ga. 1979) 472 F. Supp.
27 1357, 1368; *Sommers v. Abraham Lincoln Federal Sav. & Loan Ass'n* (E.D. Pa. 1978) 79 F.R.D. 571,
28 580.)

1 **E. The Settlement Class**

2 “Settlement Class” or “Class” or “Class Members” means all current and former non-exempt
3 California employees who worked for Defendant at any time from March 2, 2018 until October 31, 2025.
4 The Class is estimated to consist of 167 persons with an estimated 27,368 workweeks, and includes
5 “PAGA Aggrieved Employees”, defined as all nonexempt Class Members in California employed at any
6 time from March 4, 2021 until October 31, 2025, who worked an estimated 7,093 PAGA pay periods.
7 (*Settlement*, sections 13.M, 13.S, *Savoy Decl.* ¶ 28.)

8 **F. Preliminary Approval**

9 On March 10, 2026, the Court granted preliminary approval of the Settlement.

10 **III. SETTLEMENT TERMS**

11 In exchange for a release of claims against Defendant, as set forth in the Settlement, the payment terms
12 of the Settlement are as follows:

13 1. The terms “Gross Settlement Amount” or “Settlement Amount” or “GSA” as used herein means
14 the maximum amount of money that Defendant will be obligated to pay under this Settlement, on a non-
15 reversionary basis, which shall be the maximum sum of Two Hundred and Twenty Five Thousand Dollars
16 (\$225,000) (unless increased pursuant to the Escalator Clause), this includes all payments to Settlement
17 Class Members, Aggrieved Employees, Class Counsel’s attorneys’ fees and litigation costs, third-party
18 administration costs, payment to the Labor Workforce Development Agency (“LWDA”), and the
19 enhancement award to Plaintiff. Defendant shall pay \$100,000 of the Gross Settlement Amount, plus the
20 additional amount to cover the Employer Taxes, immediately after the Parties’ obtain preliminary
21 approval of this settlement by the Court. Defendant shall pay the remaining \$125,000, plus the additional
22 amount to cover the Employer Taxes, in equal monthly installments for 12 months after the initial
23 \$100,000 has been paid and after the parties obtain final approval. These payments shall be made to the
24 Class Administrator and held in trust and/or escrow for Defendant until it consents to release of the funds
25 pursuant to the terms set forth in this Agreement and the satisfaction of the conditions precedent to the
26 settlement, specifically, the Court’s preliminary and final approvals of the settlement. (*Settlement*, section
27 13K.) Subject to Court approval, this amount shall be allocated as follows:

2. The “Net Settlement Amount” or “NSA” as used herein means the amount of funds available for distribution to the Settlement Class after deducting from the Gross Settlement Amount the following amounts: (i) the attorneys’ fees and costs awarded to Class Counsel; (ii) litigation costs, (iii) third-party administration costs, (iv) the LWDA’s proportion of the PAGA Payment, (v) the Aggrieved Employees’ Portion of the PAGA Payment (as that term is defined herein), and (vi) the enhancement award to Plaintiff. From the Net Settlement Amount, as described herein, Net Settlement Payments (as that term is defined herein) will be distributed by the Settlement Administrator to Class Members as more fully described below. Based on its records, Defendant estimates there were approximately 22,684 workweeks commencing March 2, 2018, through February 18, 2025. The Parties anticipate that the total number of workweeks will increase prior to settlement approval. If it is determined that the actual number of workweeks commencing March 2, 2018, through settlement approval exceeds 22,684 by more than ten percent (10%) ($22,684 \times 10\% = 24,952$ workweeks), Defendant shall have the option to either (1) increase the Gross Settlement Amount by a proportionate amount for each additional workweek beyond the ten percent (10%) threshold. The below chart provides an estimated calculation of the Net Settlement Amount to the Class Members:

Gross Settlement Amount: \$ 225,000.00

Attorneys’ Fees - \$ 75,000.00

Litigation Costs - \$ 22,500.00

Enhancement Awards - \$ 10,000.00

Third Party Administration Costs - \$ 6,000

Payment to LWDA for PAGA - \$ 3,750

Payment to PAGA Aggrieved Employees - \$ 1,250

Net Settlement Amount: ~ \$ 106,500.00

(Settlement, section 13M.)

a. Subject to Court approval, the Settlement Administrator will pay an “Individual Payment Amount” from the NSA to each Participating Class Member as follows:

i. After the Net Settlement Amount has been determined, and only after the Effective Settlement Date, Net Settlement Payments shall be made from the Net Settlement Amount to Settlement

1 Class Members (other than Excluded Class Members). The value of each Class Member's claim shall be
2 distributed on a pro rata basis based on his or her number of Compensable Workweeks as set forth below.
3 (*Settlement*, section 23.)

4 ii. The Settlement Administrator shall have the authority and obligation to calculate the
5 amounts of settlement payments to the Settlement Class Members in accordance with the methodology set
6 forth in this Agreement and any Orders of the Court. Defendant will provide the Settlement Administrator
7 with the data and necessary information for the Settlement Administrator to calculate the total number of
8 Compensable Workweeks for each Class Member. The Compensable Workweeks for each Class Member
9 will be added together to determine the total number of "Settlement Value Workweeks" for each Class
10 Member and the total for the Class. If it is determined that the actual number of workweeks commencing
11 March 2, 2018, through settlement approval exceeds 22,684 by more than ten percent (10%) ($22,684 \times$
12 $10\% = 24,952$ workweeks), Defendant shall have the option to either (1) increase the Gross Settlement
13 Amount by a proportionate amount for each additional workweek beyond the ten percent (10%) threshold,
14 or (2) end the release period on the date the number of workweeks reaches 24,952. After the Net
15 Settlement Amount is determined, the Settlement Administrator will divide the Net Settlement Amount by
16 the total number of Settlement Value Workweeks for all Class Members of the Class ("Work Week Rate
17 Amount") and then multiply this amount by each Settlement Class Member's total number of Settlement
18 Value Workweeks to yield that employee's Net Settlement Payment or "Individual Settlement Payment"
19 amount. (*Settlement*, section 24.)

20 iii. The amount paid to each Non-Exempt Settlement Class Member who has not opted-out
21 of the Settlement shall be allocated as follows: ten percent (10%) shall be attributed to wages, and ninety
22 percent (90%) shall be attributed to interest and penalties. The ten percent (10%) of the Net Settlement
23 Payments to the Class Members that will be treated as payments in settlement of wage claims will be
24 subject to W-2 reporting. The recipients of payments pursuant to this Agreement shall be exclusively
25 responsible for all applicable tax obligations other than the employers' share of payroll taxes allocated to
26 unpaid wages. Applicable tax deductions and payroll withholdings for Employee Taxes will be taken from
27 this portion of the Net Settlement Payments. Defendant will be responsible to satisfy the Employer Tax
28 obligations relating to the wage portion of the Net Settlement Payments prior to distribution of the

1 settlement payments to the Settlement Class Members. The Settlement Administrator will issue a Form W-
2 2 to each Settlement Class Member who has not opted-out of the Settlement reflecting the wage portion of
3 each individual Net Settlement Payment. The Parties also agree that one hundred percent (100%) of the
4 settlement payments to the PAGA Employees will be treated as payments in settlement of claims for
5 penalties and interest sought in the Lawsuit. (*Settlement*, section 25.)

6 iv. Within 10 calendar days after the Settlement Effective Date, the Settlement
7 Administrator shall cause the Individual Settlement Payments, Court approved Enhancement Award to
8 Plaintiff, PAGA Award, Settlement Administration Costs, and Court approved attorneys' fees and costs to
9 be paid as provided in this Agreement as approved by the Court. If a check is returned to the Settlement
10 Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid
11 mailing address by performing a skip trace search and, if another address is identified, shall mail the check
12 to the newly identified address. If any settlement check is uncashed after 180 days it will become void and
13 the Settlement Administrator will place a stop-payment on the check. On the back of each check the
14 Settlement Administrator will include a pre-printed notice informing the Class Member that he or she has
15 180 days to cash the check or it will become void. The Settlement Administrator will also recalculate and
16 correct any Employee Taxes withheld or Employer Taxes paid to adjust for the uncashed check. The
17 residue, if any, including (1) funds from checks which were unable to be delivered due to the Settlement
18 Administrator's inability to obtain a valid mailing address as set forth in this provision, (2) funds from
19 checks that remain uncashed after 180 days from the date of the check, and (3) any related tax refunds or
20 returns, will be delivered to the Controller of the State of California to be held pursuant to the Unclaimed
21 Property Law, California Civil Code § 1500, et seq., for the benefit of those Settlement Class Members
22 who did not cash their checks until such time that they claim their property. The Parties agree that this
23 disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net
24 Settlement Amount will be paid out to Settlement Class Members, whether or not they all cash their
25 Settlement Checks. (*Settlement*, section 58.)

26 **IV. CLASS NOTICE HAS BEEN EFFECTUATED AND COMPORTS WITH CALIFORNIA**
27 **LAW AND DUE PROCESS**
28

1 To protect the rights of absent class members, the trial court must provide the best notice
2 practicable to class members. (*See Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12; *Eisen v.*
3 *Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-175.) There is no requirement that all class members
4 receive actual notice, whether by mail or some other means; rather, “individual notice must be provided to
5 those class members who are identifiable through reasonable effort.” (*Eisen*, 417 U.S. at 175.)

6 The notice plan, as approved by the Court, has been partially implemented by the Settlement
7 Administrator, ILYM, as the Response Deadline of June 9, 2026 has yet to run. On or about March 20,
8 2026, ILYM received from Defendant’s counsel data for 167 Class Members, including their contact and
9 the workweek information. (*Declaration of Settlement Administrator Garvin Brown* (“SA Decl.” or
10 “*Brown Decl.*”), at ¶ 5.) ILYM updated the mailing addresses utilizing the National Change of Address
11 Database maintained by the U.S. Postal Service. (*Id.* at ¶ 6.) On or about April 10, 2026, ILYM mailed
12 Notice Packets containing the Notice of Class Action Settlement, in both English and Spanish, to all 167
13 Class Members. (*Id.* at ¶ 7.)

14 As of May 2, 2026, 24 Notice Packets have been returned to ILYM. Of the 24 returned Notice
15 Packets, none included a returned with a forwarding address. ILYM Group performed a computerized skip
16 trace on the 24 returned Notice Packets that did not have a forwarding address, in an effort to obtain an
17 updated address for the purpose of re-mailing the Notice Packet. As a result of this skip trace, 9 updated
18 addresses were obtained and the Notice Packets were promptly re-mailed to those Settlement Class
19 Members, via U.S. First Class Mail. (*Id.* at ¶ 8.) As of May 2, 2026, a total of 8 Notice Packets were re-
20 mailed by ILYM, with a total of 15 Notice Packets being deemed “undeliverable,” as no updated
21 addresses were found, notwithstanding skip tracing. (*Id.* at ¶¶ 9, 10.)

22 As of May 2, 2026, ILYM had not received any Requests for Exclusion, had not received any
23 Objections to the Settlement, and received no disputes from any Settlement Class Members. (*Id.* at ¶¶ 11-
24 13.)

25 **V. FINAL APPROVAL OF THE SETTLEMENT IS APPROPRIATE**

26 The trial court has broad discretion to determine whether a proposed class action settlement is fair.
27 (*Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1138.) There is a presumption of fairness of a
28 class action settlement when: (1) the settlement is reached as a result of arm’s length negotiations; (2)

1 there has been sufficient investigation and discovery; (3) counsel is experienced in similar litigation; and
2 (4) the percentage of objectors is small. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.)
3 Before approving a class action settlement, a trial court must develop an understanding “of the amount that
4 is in controversy and the realistic range of outcomes of the litigation.” (*Kullar v. Foot Locker Retail, Inc.*
5 (2008) 168 Cal.App.4th 116, 120.) However, the parties need not provide an explicit statement of the
6 maximum amount plaintiffs could have potentially recovered. (*Munoz v. BCI Coca-Cola Bottling Co. of*
7 *Los Angeles* (2010) 186 Cal.App.4th 399, 409.)

8 **A. The Proposed Settlement Was Reached Through Arm’s Length Bargaining**

9 The Settlement was reached following extensive negotiations during and after a private mediation
10 with professional mediator Chris Barnes, Esq. The settlement negotiations were at arm’s length and,
11 although conducted in a professional manner, were adversarial. The parties went into the mediation
12 session willing to explore the potential for a settlement of the dispute, but each side was also prepared to
13 litigate its position through trial and appeal if a settlement had not been reached. (*Savoy Decl.* ¶¶ 13 - 26.)

14 During mediation, Plaintiff strongly asserted the validity of his arguments and his assessment that
15 this case could be worth a substantial amount of money. However, as the mediation progressed,
16 Defendant presented their arguments as to various issues, and it became apparent that many issues would
17 be highly disputed and could pose a risk to both parties in going forward with litigation. As a result, the
18 parties agreed to resolve this matter. (*Savoy Decl.* ¶ 22.)

19 Moreover, Mr. Barnes presided over the back and forth exchange of information, and helped guide
20 the parties towards what he believed, based on his experience, was a reasonable resolution given the
21 disputed issues of liability. (*Savoy Decl.* ¶ 23.)

22 Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence
23 to the contrary is offered. (*Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447; *Mars Steel Corp. v.*
24 *Continental Illinois Nat’l Bank & Trust Co.* (7th Cir. 1987) 834 F.2d 677, 682; *In re Chicken Antitrust*
25 *Litig.* (N.D. Ga. 1980) 560 F. Supp. 957, 962.) Courts do not substitute their judgment for that of the
26 proponents, particularly where, as here, settlement has been reached with the participation of experienced
27 counsel familiar with the litigation. (*Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. 2004)
28 221 F.R.D. 523, 528; *Hammon v. Barry* (D.D.C. 1990) 752 F. Supp. 1087, 1093; *Steinberg v. Carey*

(S.D.N.Y. 1979) 470 F. Supp. 471, 478; *In re Armored Car Antitrust Litig.* (N.D. Ga. 1979) 472 F. Supp. 1357, 1368; *Sommers v. Abraham Lincoln Federal Sav. & Loan Ass'n* (E.D. Pa. 1978) 79 F.R.D. 571, 580.)

B. Settlement Negotiations Were Conducted Based on Sufficient Investigation and Discovery

Prior to the Settlement, Plaintiff's counsel conducted an investigation into the claims alleged by Plaintiff, conducted legal research, and engaged in extensive formal and informal discovery. Prior to mediation, the Parties met and conferred regarding the scope of discovery necessary for the Parties to engage in a productive mediation, including the taking of Plaintiff's full-day deposition. In addition to formal discovery, it was agreed between the Parties that they would exchange agreed upon documents and class records/data prior to mediation to make sure that all sides were working with the same information and statistics heading into mediation negotiations. (*Savoy Decl.*, at ¶ 8.)

Pursuant to the Parties' pre-mediation agreement, Defendant produced all written wage and hour policies, timekeeping procedures and policies, payroll policies and other data for all non-exempt hourly employees of Defendant. This included among other things: the complete payroll and timekeeping records for Plaintiff dating during the class period, as well as a Twenty Percent (20%) sample of time keeping records of the entire class for the class period, amounting to hundreds of lines of data, along with corresponding payroll data for the same employees. (*Savoy Decl.*, at ¶ 9.)

Through discovery and investigation, my office was able to identify multiple current and former employees of Defendant that provided valuable information that allowed my office and our expert to clarify any apparent discrepancies in the data provided by Defendant. (*Savoy Decl.*, at ¶ 10.)

For example, Defendants' written records did not indicate when or if a majority of the rest breaks had been taken by a given employee during a given work shift, as they were not recorded. Through information and statements provided by Plaintiff and other employees of Defendant, it was determined that at least One (1) to Two (2) rest periods were missed, interrupted, short, or given late, which led Plaintiff and his expert to come to the assumed Twenty-Five Percent (25%) violation rate. The same goes for off-the-clock work (assumed 15 minutes per work shift) and monthly unpaid reimbursements (\$5.00 per month) violation rates, both of which could not have been determined without the assistance of

1 Plaintiff and his co-workers. (*Savoy Decl.*, at ¶ 11.) This information could not have been gleaned from
2 the face of the payroll and timekeeping records themselves.

3 Plaintiff's statistical expert analyzed this information, including all of the aforementioned data, and
4 was able to assist Plaintiff's Counsel in their evaluation of the potential liability for Defendant and
5 damages for the Class Members. Based upon this information, Plaintiff's counsel was able to act
6 intelligently and effectively in negotiating the proposed Settlement. (*Savoy Decl.*, at ¶ 12.)

7 **C. None of the Class Members Have Objected to or Opted-Out of the Settlement**

8 The Class Members' positive response is indicative of the fairness of the Settlement. To date, zero
9 objections have been submitted to the Settlement Administrator, (*Brown Decl.*, ¶¶ 11, 12.)

10 **D. Assessment of Amount in Controversy and Risks Associated with Proceeding**

11 **Class Action Settlement Amount is Fair, Just, and Reasonable**

12 Plaintiff and Plaintiff's counsel remain confident of the merits of Plaintiff's claims. Plaintiff and
13 Plaintiff's counsel considered several factors in reaching the decision to settle at this point in the litigation.
14 Plaintiff's counsel, with the assistance of their statistical expert, has calculated the maximum damages of
15 the Class Members, inclusive of derivative claims but exclusive of PAGA penalties, to be approximately
16 Two Million, Four Hundred Forty-Six Thousand, One Hundred Forty-One Dollars and Eighty-Four Cents
17 (\$2,446,141.84) and believes this amount would be the maximum class damage potential should the case
18 survive a Motion for Summary Judgment/Adjudication and proceed to trial as a certified class. (*Savoy*
19 *Decl.*, at ¶ 16.)

20 Given the maximum potential damages, the settlement sum of Two Hundred and Twenty-Five
21 Thousand Dollars (\$225,000.00) is reasonable considering the substantial risks entailed by this case.
22 Based substantial experience, my firm estimates a Sixty Percent (60%) likelihood of obtaining and
23 maintaining certification of Plaintiff's claims, which reduces the value of these claims. Specifically,
24 Defendant has multiple different departments, such as bakers, delivery drivers, warehouse workers,
25 clerical workers, and more, making it difficult to prove commonality, as evidence was provided that each
26 given department worked independently of the others and were not under the same supervision or work
27 schedules. Additionally, Plaintiff's claims would likely face a Motion for Summary
28 Judgment/Adjudication, which my firm estimates a Fifty Percent (50%) chance of the claims asserted

1 surviving. My office further estimates that there is a Sixty Percent (60%) chance that Plaintiff will prevail
2 at trial on his individual and class claims (that make it through summary judgment), further reducing the
3 value of the claims. Taking these three substantial risk factors into account, a more realistic damages
4 recovery analysis brings values the instant action at approximately Four Hundred Forty Thousand, Three
5 Hundred Five Dollars and Fifty-Three Cents (\$440,305.53). The GSA is approximately Fifty-One
6 Percent (51%) of the revised and reduced total damages exposure. The significant risks that this Court
7 may deny class certification or Plaintiff's claims are reduced or completely lost in a dispositive motion are
8 obviated by the Settlement. Moreover, continued litigation would very likely reduce and substantially
9 delay recovery by Class Members. In contrast, because of the proposed Settlement, Class Members will
10 receive timely relief and avoid the risk of an unfavorable judgment and avoids the possibility of having
11 all, or a portion, of the class and representative claims lost to dispositive motion, which was not included
12 as a factor in reaching the above reduced damages amount. (*Savoy Decl.*, at ¶ 18.)

13 Defendant, on the other hand, strongly contends that its policies and practices do not violate any
14 laws and that it complied with all applicable laws. Specifically, Defendant maintains that Plaintiff's claims
15 that he and class members were not paid for all hours worked is factually incorrect. It is Defendant's
16 position that there would be no liability for unpaid wages and overtime, and therefore, the derivative
17 claims of waiting time penalties, untimely wage payments and inaccurate wage statements therefore also
18 fail. Defendant further contends that it provided meal and rest breaks as required by law and is not
19 required to ensure that employees took every meal and rest period made available to them. (*Brinker*
20 *Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012).) Even if the data were to show that meal
21 periods were not taken, time records alone cannot establish a meal break violation under California law.
22 (*See Donohue v. AMN Servs., LLC*, 29 Cal. App. 5th 1068, 1088 n. 25, as modified (Dec. 28, 2018),
23 review granted, 2019 WL 1388808, at *1 (Cal. Mar. 27, 2019) (finding that "an employer's time records
24 may . . . [only] reflect a section 226.7 violation" in the class certification context, and not on the merits
25 either at trial or on summary judgment); *Brown v. Federal Express Corp.*, 249 F.R.D. 580, 587 (C.D. Cal.
26 2008) (time records could not prove break claims as they would not provide reason for missed breaks).)

27 Additionally, Defendant contends that Plaintiff would not obtain class certification on his claims,
28 particularly because the claims would require an individualized inquiry. (*See Koval v. Pacific Bell*

1 *Telephone Co.*, 232 Cal. App. 4th 1050, 1062 (2014) (denying certification and holding that plaintiff's
2 failure to demonstrate that allegedly unlawful policies were consistently applied "create[d] a shifting
3 kaleidoscope of liability determinations that render this case unsuitable for class action treatment"); *Dailey*
4 *v. Sears, Roebuck & Co.*, 214 Cal. App. 4th 974, 1002 (2013) (denying class certification of meal period
5 and rest break claims of employees alleging that they did not regularly take uninterrupted meal and rest
6 breaks where there was no evidence of a uniform policy showing that the Company required the
7 employees to forego breaks).) In such an event, there would be no recovery for Class Members at all. A
8 discount was required at this stage of the litigation for settlement purposes based on these risk factors.
9 The significant risks that this Court may deny class certification or rule against Plaintiff on the merits are
10 obviated by the Settlement, as is any risk associated with trial. Moreover, continued litigation would very
11 likely reduce and substantially delay recovery by Class Members. In contrast, because of the proposed
12 Settlement, Class Members will receive timely relief and avoid the risk of an unfavorable judgment.

13 Furthermore, while Plaintiff is confident in the merits of the case, a legitimate controversy exists as
14 to each cause of action. It must be noted that the lion share of the non-derivative and non-subjective class
15 damages are attributable to unrecorded meal periods (approximately 50.6% of all non-derivative and non-
16 subjective based damages). It is Plaintiffs concern that this meal break claim may be the only claim to
17 receive certification, as it is the only non-derivative and non-subjective claim; however, it is also subject
18 to attack by Defendant through meal break waivers and arguments that breaks were given but voluntarily
19 skipped by the employee. All of this risk is avoided via the Settlement. (*Savoy Decl.*, at ¶ 19.)
20 Plaintiff also recognizes that proving the amount of wages due to each individual Class Member, while
21 feasible, would be an expensive, time-consuming, and extremely uncertain proposition. (*Savoy Decl.*, at ¶
22 20.)

23 With full participation of all 167 employees in the settlement, Plaintiff and Plaintiff's expert
24 estimate that each class member will recover on average \$625.75. The maximum recovery for a class
25 member is approximately \$1,520.26. The minimum recovery for a class member is approximately \$1.29.
26 (*Brown Decl.*, at ¶ 17.) On average, this amount is far from insignificant, especially because most class
27 members will never pursue their individual claims. Moreover, the Class Members are longer-term
28 employees of Defendant, working most, if not all, of the eligible workweeks and will receive close to the

1 average recovery of \$625.75. (*Savoy Decl.*, at ¶ 26.)

2 In sum, when the risks of litigation, the uncertainties involved in achieving class certification, the
3 burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are
4 balanced against the merits of Plaintiff's claims, it is clear that the Maximum settlement amount is fair,
5 adequate, and reasonable. (*Savoy Decl.*, at ¶ 21.)

6 **Settlement Amount Allocated to PAGA Claim Is Fair, Just, and Reasonable**

7 Plaintiff's expert statistician has calculated the number of unique PAGA pay periods to be 7,093.
8 At a 100% violation rate (i.e. one Labor Code violation penalty per labor code violation per PAGA pay
9 period), the Defendant's maximum PAGA penalty exposure is approximately Four Million, Eight
10 Hundred Fifty, Two Hundred Dollars and Zero Cents (\$4,850,200.00). However, this amount in penalties
11 makes two (2) major assumptions, that most California State and Federal courts have not approved or
12 deemed as inappropriate. First, Plaintiff's PAGA penalties are all "stacked," meaning multiple PAGA
13 penalties per pay period are being stacked on top of one another. Second, Plaintiff's PAGA damages
14 analysis assumes a One Hundred Dollar (\$100.00) per initial violation, with Two Hundred Dollars for
15 each subsequent violation. When these two (2) factors are taken into account, a more reasonable PAGA
16 penalty by the Court at trial, assuming Plaintiff can defeat a Motion for Summary Judgment, specifically
17 as to Plaintiff's underlying causes of action supporting an award of PAGA penalties and/or whether
18 Plaintiff qualifies an aggrieved employee, a more realistic maximum PAGA penalty award would be
19 approximately Seven Hundred Thousand, Three Hundred Dollars and Zero Cents (\$709,300.00). (*Savoy*
20 *Decl.*, 28.)

21 Through discovery and investigation, as well as further evidence presented at mediation, it became
22 abundantly clear that Defendant's meal and rest break policies for the entire PAGA Period are facially
23 valid. Based on timekeeping records and interviews with Plaintiff and aggrieved employees, Defendant's
24 apparent practice and enforcement of said policies appears to have changed during the class period. (*Savoy*
25 *Decl.*, 29.)

26 For those unrecorded and short meal periods occurring during the PAGA period, Defendant
27 provided a rebuttal to the presumption that no recorded meal period is presumed to mean no meal period
28 was taken. As noted above, Defendant has multiple different departments, such as bakers, delivery drivers,

1 warehouse workers, clerical workers, and more, making it difficult to prove uniformity of damages
2 amongst the aggrieved employee contingency. (*Savoy Decl.*, at ¶ 30.)

3 Due to the violation rate and trouble in proving the underlying meal break violations during the
4 applicable PAGA period, Plaintiff believes it is proper to attribute Five Thousand Dollars (\$5,000.00) of
5 the Gross Settlement Amount to PAGA penalties. Moreover, attributing a larger portion of the settlement
6 to non-PAGA penalties insures that a greater amount of the Net Settlement Amount will go to the putative
7 class. (*Savoy Decl.*, at ¶ 31.)

8 **VI. THE CLASS REPRESENTATIVE SERVICE AWARD IS REASONABLE**

9 Plaintiffs in class action lawsuits are eligible for reasonable service payments as compensation “for
10 the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz v.*
11 *BCI Coca-Cola Bottling Company of Los Angeles* (2010) 186 Cal.App.4th 399, 412.) The Settlement
12 provides for a Class Representative Service Award not to exceed \$10,000.00 for Plaintiff. (*Settlement*, ¶¶
13 22, 63.) The requested service payment is reasonable according to controlling and persuasive case law.
14 (*See Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 805-6.) The payment is
15 intended to recognize the substantial time and effort that Plaintiff expended on behalf of the Class. (*Savoy*
16 *Decl.* ¶ 32.) Throughout this litigation, Plaintiff cooperated with counsel and took actions to protect the
17 interests of the Class. (*Savoy Decl.* ¶ 33; *Declaration of Manuel Arellano Martinez* (“*Martinez Decl.*”),
18 *passim.*) Plaintiff provided valuable information regarding potential witnesses, Defendant’s meal period
19 and rest period practices, Defendant’s reimbursement practices, and Defendant’s failure to properly
20 compensate for overtime hours. (*Id.*) Plaintiff prepared for and participated in both his full-day
21 deposition, as well as the full-day mediation that lead to the instant Settlement. (*Id.*) Plaintiff kept
22 informed of the developments in the Action, informed counsel of information relevant to the Action,
23 participated in decisions concerning the Action, provided counsel with the names and contact information
24 of potential witnesses, and was engaged and present during all mediation proceedings. (*Id.*) The
25 information and documentation provided by Plaintiff was instrumental in establishing the wage and hour
26 violations alleged in the Action, and the recovery provided for in the Settlement Agreement would have
27 been impossible to obtain without Plaintiff’s active participation. (*Id.*)

28 Plaintiff faced many risks in bringing the lawsuits as class actions. (*Savoy Decl.* ¶ 34; *Garcia*

1 *Juarez Decl.*, passim.) Because of Plaintiff’s efforts, approximately 167 Class Members will now have
2 the opportunity to participate in a settlement and to recover payment for wage violations they may have
3 never known about on their own or been willing to pursue on their own. (*Id.*) If each Class Member
4 attempted to pursue his or her legal remedies individually, each person would have been required to
5 expend a significant amount of his or her own monetary resources and time. (*Id.*) In sum, the Action
6 would not have been possible without the aid of Plaintiff, who put his own time and effort into the
7 litigation, sacrificed the value of his own individual claims, and placed himself at risk for the sake of the
8 other Class Members (*Id.*) The requested Class Representative Service Award of \$10,000.00 to Plaintiff is
9 therefore reasonable to compensate Plaintiff for his active participation in the Action. (*Id.*)

10 **VII. CLASS COUNSEL IS ENTITLED TO AN AWARD OF REASONABLE ATTORNEY’S**
11 **FEES AND COSTS**

12 The Settlement provides for attorney’s fees and costs to Class Counsel in an amount up to one-
13 third (33 & 1/3%) of the Maximum Settlement Amount, for a maximum fee award of \$75,000.00, plus
14 actual litigation expenses not to exceed \$25,000.00. (*Settlement*, ¶¶ 60, 61.) Plaintiff requests attorney’s
15 fees pursuant to the “common fund theory” with a lodestar cross-check. The requested fees are far below
16 the range of fees generally sought and approved in common fund class action cases and the fees are also
17 reasonable based on Class Counsel’s total lodestar. (*Savoy Decl.*, ¶¶ 35.)

18 **A. The Requested Attorney’s Fees Are Reasonable Under the Common Fund Theory**

19 The request for attorney’s fees as a percentage of the Gross Settlement Amount is supported by the
20 “common fund theory,” where “one who expends attorney’s fees in winning a suit which creates a fund
21 from which others derive benefits, may require those passive beneficiaries to bear a fair share of the
22 litigation costs.” (*Serrano v. Priest* (1977) 20 Cal.3d 25, 35.) The percentage is properly based upon the
23 gross settlement, rather than on the amount of claims made. (*Williams v. MGM-Pathe Communications*
24 *Co.* (9th Cir. 1997) 129 F.3d 1026, 1027.) The lodestar may be cross-checked against the percentage-of-
25 recovery method. (See *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal. 5th 480, 506 (2016); *In re Consumer*
26 *Privacy Cases* (2009) 175 Cal.App.4th 545, 556-558.)

27 The purpose of the common fund/percentage approach is to “spread litigation costs proportionally
28 among all the beneficiaries so that the active beneficiary does not bear the entire burden alone.” (*Vincent*

1 *v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *City and County of San Francisco v.*
2 *Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized that the common fund doctrine has
3 been applied “consistently in California when an action brought by one party creates a fund in which other
4 persons are entitled to share.” (*Id.* at 110.)

5 Several courts have expressed frustration with the alternative “lodestar” approach for deciding
6 fees, which usually involves wading through voluminous and often indecipherable time records. (*See, e.g.,*
7 *In re Activision Securities Litigation* (N.D. Cal. 1989) 723 F. Supp. 1373, 1375.) The recognized
8 advantages of the percentage of the fund method include “relative ease of calculation, alignment of
9 incentives between class counsel and the class, a better approximation of market conditions in a
10 contingency case, and the encouragement it provides counsel to seek an early settlement and avoid
11 unnecessarily prolonging the litigation.” (*Laffitte*, 1 Cal.5th at 503.) Since *Serrano*, California appellate
12 courts routinely apply the percentage method to award attorney’s fees in common fund cases. (*See, e.g.,*
13 *Laffitte*, 1 Cal. 5th at 506; *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558 (“It is not an
14 abuse of discretion to choose [the percentage] method over [the lodestar method] as long as the method
15 chosen is applied consistently using percentage figures that accurately reflect the marketplace.”); *Chavez*
16 *v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 63 (“[F]ees based on a percentage of the benefits are ...
17 appropriate in large class actions when the benefit per class member is relatively low”); *Annie Computer*
18 *Inc. v. Superior Court* (2005) 126 Cal.App.4th 1253, 1271 (“[A]ttorneys’ fees awarded under the common
19 fund doctrine are based on a ‘percentage-of-the-benefit’ analysis”); *Lealao v. Beneficial California, Inc.*
20 (2000) 82 Cal.App.4th 19, 27 (“Percentage fees have traditionally been allowed in ... common fund
21 cases”).)

22 The percentage of attorney’s fees set forth in the Settlement Agreement, i.e. 33 1/3% of the Gross
23 Settlement Amount, is reasonable. Historically, courts have awarded percentage fees in the range of 20%
24 to 50%, depending on the circumstances of the case. (*Newberg on Class Actions*, 4th Ed. 2002, § 14: 6.)
25 Furthermore, California and federal courts have long recognized that a percentage of recovery for
26 attorney’s fees is properly awarded on the basis of the total settlement fund. (*Boeing v. Van Gemert* (1980)
27 444 U.S. 472, 480-481; see also *In re Consumer Privacy Cases*, 175 Cal.App.4th at 558 n.13 (“Empirical
28

1 studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in
2 class actions average around one-third of the recovery”) (emphasis added).)

3 Here, the Gross Settlement Amount is \$225,000.00. The requested attorney’s fees are one-third
4 (1/3) of that total, or \$75,000.00, which is the standard attorney fee requested per the common fund
5 theory. The requested fee percentage is less than that charged by Class Counsel for other employment
6 cases, which is 40%. Moreover, Class Counsel invested significant time and resources into this case, with
7 payment deferred to the end of the case and entirely contingent on the outcome. (*Savoy Decl.*, generally.)
8 It has been a long-recognized principle that an attorney merits a significantly larger fee when the
9 compensation is contingent, rather than being fixed on a time or contractual basis. (See *Vizcaino v.*
10 *Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1048-51.) In the more than four (4) years that this case has
11 been pending, Class Counsel has advanced all expenses and has not received any compensation or
12 reimbursement for efforts in prosecuting the action on behalf of Class Members. The significant outlay of
13 monetary and personnel resources has been completely at risk and wholly dependent upon obtaining a
14 substantial recovery for the Class. (*Id.*) Class Counsel should not be penalized with a lower fee for settling
15 the case prior to filing a motion for class certification, because the percentage of the fund method
16 “encourages early settlement, which avoids protracted litigation.” (*Laffitte*, 1 Cal.5th at 490.) Thus, the
17 requested award of attorney’s fees is reasonable under the percentage of the fund method.

18 **B. The Requested Attorney’s Fees Are Reasonable Under the Lodestar Method**

19 Plaintiff’s fee application is reasonable based on Class Counsel’s lodestar. Under the lodestar
20 method, the court considers a compilation of the time spent and a reasonable hourly compensation of each
21 attorney to evaluate the reasonableness of the fee requested.

22 Here, Class Counsel’s total lodestar is approximately \$201,450.00, which is based upon 237.0 hours of
23 attorney time at customary hourly rates recently approved by the various California Courts (\$850.00 per
24 hour). (*Savoy Decl.* ¶¶ 38, 39.) Thus, Plaintiffs’ request for \$75,000.00 in attorney’s fees, which is only 37
25 percent (37%) of the actual lodestar, is reasonable under the lodestar method.

26 **1. Class Counsel’s Hours Are Reasonable**

27 In determining whether the number of hours expended on the litigation was reasonable, the court
28 must determine that “the time spent was reasonably necessary and that [] counsel made ‘a good faith effort

1 to exclude from the fee request hours that are excessive, redundant, or otherwise unnecessary.” (*Jordan v.*
2 *Multnomah County* (9th Cir. 1987) 815 F.2d 1258, 1263 n.8.) The court “should defer to the winning
3 lawyer’s professional judgment as to how much time he was required to spend on the case.” (*Moreno v.*
4 *City of Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112 (noting that “[l]awyers are not likely to spend
5 unnecessary time on contingency fee cases in the hope of inflating their fees. The payoff is too uncertain,
6 as to both the result and the amount of the fee.”). “Testimony of an attorney as to the number of hours
7 worked on a particular case is sufficient evidence to support an award of attorney fees, even in the absence
8 of detailed time records” (citations omitted). *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559; see also
9 *Wershba*, 91 Cal.App.4th at 255 (“California permits fee awards in the absence of detailed time sheets”);
10 *Laffitte*, 1 Cal.5th at 505 (trial court properly exercised its discretion to perform the lodestar cross-check
11 “using counsel declarations summarizing overall time spent rather than demanding and scrutinizing daily
12 time sheets in which the work performed was broken down by individual task”).)

13 Here, Class Counsel has spent **237.0** hours litigating this case to bring it to resolution, not including the
14 estimated dozens of hours preparing for and attending the final approval hearing and monitoring the
15 administration of the settlement and distribution of funds to Participating Class Members. The efforts
16 expended by Class Counsel to achieve this excellent result include, but are not limited to, the following:
17 interviews with Plaintiff and class members/witnesses and review of documents provided by Plaintiff and
18 class members/witnesses; preparation of class action complaint; filing of the class action complaint;
19 meeting and conferring with Defendants’ counsel to obtain relevant documents and information; preparing
20 and filing an amended complaint to comport with the agreed upon terms of the settlement; communicating
21 with Plaintiff and witnesses regularly regarding the status of the case; responding to requests for
22 production of documents, special interrogatories, requests for admission, and form interrogatories from
23 Defendant; meeting and conferring with Defendants’ counsel about Defendants’ production of sample
24 class data; review and analysis of a substantial sampling of time records, payroll records, and other
25 employment records; preparing for and attending Plaintiff’s full-day deposition; working with an expert
26 statistician to analyze the data sample; legal research regarding Defendants’ wage and hour practices;
27 preparing for and attending a full-day mediation; engaging in month’s long settlement negotiations;
28 appearing at multiple status conferences; Motion for Preliminary Approval hearings; participating in

1 settlement discussions; drafting, negotiation, and revision of the Settlement, the Notice Packet, and Motion
2 for Preliminary Approval; communicating with the Settlement Administrator and monitoring the notice
3 and objection process; negotiating the revised notice plan and obtaining court approval of the process; and
4 drafting the Motion for Final Approval and supporting papers. (*Savoy Decl.*, generally.) Class Counsel
5 also bears the risk of taking whatever actions are necessary if Defendants fail to pay. (*Savoy Decl.*,
6 generally.) Thus, the Court should find that Class Counsel's hours were necessary and reasonable to
7 achieve the excellent result on behalf of the Class.

8 **2. Class Counsel's Hourly Rates Are Reasonable**

9 The reasonable hourly rate is that prevailing in the community for similar work. (*PLCM Group,*
10 *Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) "[I]n assessing a reasonable hourly rate, the trial court is
11 allowed to consider the attorney's skill as reflected in the quality of work, as well as the attorney's
12 reputation and status." (*MBNA American Bank, N.A. v. Gorman* (2006) 147 Cal.App.4th 1, 3.) The trial
13 court may also "find hourly rates reasonable based on evidence of other courts approving similar rates."
14 (*Parkinson v. Hyundai Motor America* (C.D. Cal. 2010) 796 F.Supp.2d 1160, 1172.)

15 Class Counsel are experienced litigators specializing in employment law, with a substantial wage and
16 hour class action practice. (*Savoy Decl.*, generally.) Several courts, including this Honorable Court, and
17 most recently, the United States District Court, for the Central District of California, have approved Class
18 Counsel's hourly rates in the range of \$800-\$850 per hour. Given the skill and experience of Class
19 Counsel in this case, and the excellent result achieved for the Class, the requested rates are reasonable.
20 (*Savoy Decl.*, 39.)

21 **C. Class Counsel's Costs Are Reasonable**

22 The Settlement Agreement provides for reimbursement of Class Counsel's costs not to exceed
23 \$25,000.00. (*Settlement*, ¶ 61.) Class Counsel seeks an award of costs incurred in the amount of
24 \$25,000.00, which is below the 26,401.08 in costs actually expended by Class Counsel. (*Savoy Decl.* ¶¶
25 45-46.) Class Counsel were required to expend the funds prosecuting this case to a successful resolution
26 on, among other things, court filing fees, document service, mediation fees, the services of statistical
27 experts, court reporters and transcripts, postage, and copying. Because the requested costs are reasonable
28 and above the capped "not to exceed" amount of \$25,000.00, which no Class Member has objected to,

Class Counsel respectfully request that the Court approve an award of costs in the amount of \$25,000.00. (Savoy Decl., ¶ 46.)

D. Neither Defendants Nor the Class Members Oppose the Request for Fees and Costs

Significantly, at the time of filing this Motion, none of the Class Members have objected to the requested award of fees and costs. (Brown Decl., ¶ 12.) Additionally, Defendants do not oppose the requested award of fees and costs. (Settlement ¶¶ 60, 61). The Court should grant final approval of the attorney's fees and costs agreed upon by the parties.

VIII. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE

The Settlement Administrator's costs in the amount of \$5,500.00 are reasonable, given the tasks performed and remaining to be performed. (Brown Decl., generally.) Plaintiff respectfully requests that the Court approve Settlement Administration Costs in the amount of \$5,500.00.

IX. NOTICE TO LABOR AND WORKFORCE DEVELOPMENT AGENCY

On or about May 4, 2026, my office caused a copy of Plaintiff's Motion for Final Approval of Joint Stipulation of Class Action and PAGA Settlement to be resubmitted to the California Department of Industrial Relations, Labor and Workforce Development Agency via the Department's online portal and received a receipt of submission. A true and accurate copy of the Receipt of Submission is attached to the Declaration of Grant Joseph Savoy as **Exhibit "A."**

X. CONCLUSION

For the foregoing reasons, the proposed Settlement is fair, adequate, and reasonable, and represents an excellent opportunity for Class Members to recover for allegedly illegal wage and hour practices. Plaintiff respectfully requests that the Court grant final approval of the Settlement and enter the proposed order and judgment.

SOLOUKI | SAVOY, LLP

Dated: May 4, 2026

/s/ Grant Joseph Savoy
SHOHAM J. SOLOUKI, ESQ.
GRANT JOSEPH SAVOY, ESQ.
Attorneys for Plaintiff Manuel Arellano
Martinez and Those Similarly Situated