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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – WEST COVINA COURTHOUSE

RAFAEL CUELLAR, individually and on behalf of all persons similarly situated,

Plaintiffs,

vs.

HENIFF TRANSPORTATION SYSTEMS LLC, an Illinois limited liability company, and DOES 1 through 50, inclusive,

Defendants.

Case No. 23PSCV00696
[*Assigned for all purposes to Honorable Benjamin P. Hernandez-Stern, Dept. 1*]

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

[Filed concurrently with Declaration of Haig B. Kazandjian; Declaration of Nick Castro of ILYM Group, Inc.; and [Proposed] Order and Judgment]

HEARING INFO
Final Approval Hearing
Date: October 5, 2026
Time: 8:30 a.m.
Judge: Hon. Benjamin P. Hernández-Stern
Dept.: 1

Action Filed: August 21, 2024
FAC Filed: October 6, 2023
SAC Filed: January 5, 2026
Trial Date: None

NOTICE OF MOTION

TO THE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on October 5, 2026 at 8:30 a.m. in Department 1 of the West Covina Courthouse, Plaintiff Rafael Cuellar ("Plaintiff" or "Class Representative"), by and through his attorneys of record, will and hereby does make the instant Motion for Final Approval of Class Action Settlement; approving the Class Representative Enhancement Award; approving Class Counsel's (Haig B. Kazandjian Lawyers, APC) request for attorneys' fees and costs; and approving the payment of ILYM Group, Inc.'s Claims Administrator costs.

This motion is based on the attached Memorandum of Points and Authorities, along with all exhibits and declarations thereto, any and all papers previously filed herein, and any and all oral argument and/or evidence as may be offered at the time of the hearing in this matter.

Dated: September 10, 2026

HAIG B. KAZANDJIAN LAWYERS, APC

/s/Melissa Robinson

By: _____

Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Melissa Robinson, Esq.
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION.

Plaintiff Rafael Cuellar (herein "Plaintiff" or "Class Representative") seeks final approval of the Settlement Agreement ("Settlement" or "Settlement Agreement") covering 81 Participating Class Members, constituting 100% of the Settlement Class, which includes all non-exempt hourly current and former employees employed by Heniff Transportation Systems, LLC (herein "Defendant") in California during the Class Period of September 25, 2020 through July 20, 2025. [Declaration of Haig B. Kazandjian ("Kazandjian Decl."), ¶ 2, ¶¶1.5 and 1.12 of the Settlement Agreement].

As a result of active litigation since March 9, 2023, Defendant agreed to pay $325,000.00 ("Gross Settlement Amount") for the wage and hour claims of Plaintiff and the Class, and for penalties sought under the California Private Attorneys General Act ("PAGA"). The Court granted preliminary approval of the Settlement on April 28, 2026. [Kazandjian Decl. ¶ 3].

Plaintiff now seeks final approval of the $325,000.00 class action settlement on behalf of 81 Participating Class Members. Class Counsel's request for fees of $113,750.00 (35% of the Gross Settlement Amount) and reimbursement of actual costs incurred of $19,638.77 merits approval. Each of the relevant factors primarily among them, the value of the settlement amount secured for the Class support the reasonableness of the requested fee award. The costs advanced by Class Counsel should also be reimbursed because they were reasonable and necessary to obtain the settlement. The requested Class Representative Service Payment of $10,000.00 to Representative Plaintiff Rafael Cuellar for his service on behalf of the Settlement Class is also justified by the significant effort expended by Plaintiff, the considerable financial and reputational risk he undertook, and his public service in contributing to compliance with the Labor Code. Plaintiff respectfully requests that the Court grant final approval of the Settlement and of the requested fees, costs, and Service Award. [Kazandjian Decl. ¶ 4].

The Court preliminarily approved the Settlement Agreement on April 28, 2026 and found, in pertinent part, as follows: (1) the settlement appears to be in the range of reasonableness of a settlement that could ultimately be granted final approval by the Court; (2)

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granted conditional class certification; (3) appointed Haig B. Kazandjian Lawyers, APC as Class Counsel; (4) appointed Plaintiff Rafael Cuellar as Class Representative; (5) approved the Class Notice; and (6) although the Parties' Settlement Agreement allocates $25,000.00 in costs, the Court preliminarily approved up to $20,000.00 in costs. [Kazandjian Decl., ¶ 5].

The Class List included data for eighty-one (81) individuals who worked a total of 5,290 workweeks and 70 of whom were also identified as Aggrieved Employees who worked a total of 2,209 pay periods. On June 1, 2026, the Class Notice was mailed, in English and Spanish, via First-Class Mail to eighty-one (81) individuals identified as Class Members, of whom 70 were also identified as Aggrieved Employees. [Declaration of Nick Castro ("Castro Decl."), ¶¶ 5, 9.]

Following the completion of the claims period, **zero (0) Class Members objected to the Settlement, zero (0) Class Members requested to be excluded, and zero (0) Class Members have disputed workweeks**. [Castro Decl., ¶¶ 13-16].

Subject to Court approval, the proposed Settlement makes available approximately $151,761.23 in compensation for the 81 Participating Class Members ("Net Settlement Amount"), exclusive of the Aggrieved Employees' PAGA portion of the settlement ($6,250.00; 25% of the $25,000.00 PAGA Payment). The Net Settlement Amount was calculated by subtracting the requested Class Counsel Fees Payment ($113,750.00), which is 35% of the Gross Settlement; Class Counsel's actually incurred Litigation Expenses totaling $19,638.77 (up to $20,000.00 approved by the Court); the requested Class Representative Service Payment ($10,000.00); the requested Settlement Administration Costs ($4,850.00); the PAGA-LWDA payment ($18,750.00 or 75% of the PAGA Payment of $25,000.00); and the Aggrieved Employees PAGA portion of the settlement ($6,250.00 or 25% of the $25,000.00 PAGA Payment) equals approximately $151,761.23. [Kazandjian Decl., ¶ 6; Castro Decl., ¶17].

This Settlement will result in Individual Class Payments to the 81 Participating Class Members approximately ranging from the highest Settlement Share payment of $7,229.46, the average payment of approximately $1,873.60, and the lowest Settlement Share payment of $28.69. [Castro Decl., ¶¶ 18].

The PAGA Group is comprised of 70Aggrieved Employees that will receive their share

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of the $6,250.00 allocated to the Aggrieved Employees under PAGA (25% of $25,000.00 PAGA Payment). The highest Individual PAGA Payment to an Aggrieved Employee is approximately $263.13, the average Individual PAGA Payment is approximately $89.29, and the lowest Individual PAGA Payment is approximately $2.83. [Kazandjian Decl., ¶ 16, Castro Decl., ¶ 19].

Also subject to Court approval: 1) the enhancement award of $10,000.00 to the Class Representative, which Plaintiff contends adequately and reasonably compensates him for the risk, time and effort in pursuing this action; and 2) Class Counsel's request for attorneys' fees in the amount of $113,750.00, which is 35% of the Gross Settlement Amount of $325,000.00, and $19,638.77 in actual costs incurred is fair, reasonable and commensurate with the risk, effort and skill Class Counsel dedicated to this matter, as explained in detail below. [Kazandjian Decl. ¶ 7].

As discussed below, the Settlement ensures due process and is well within the "range of reasonableness" for final approval. Accordingly, Plaintiff requests that the Court grant final approval.

II. BACKGROUND AND RELEVANT FACTS.

A. Case Summary.

On March 9, 2023, Plaintiff Cuellar initiated the PAGA Action against Defendant Heniff Transportation Systems, LLC in Los Angeles Superior Court alleging one cause of action under PAGA, Labor Code § 2698, *et seq.*, seeking civil penalties, attorneys' fees and costs. On October 6, 2023, Plaintiff filed a First Amended Complaint. [Kazandjian Decl. ¶ 8].

The Parties engaged in significant informal discovery in anticipation of mediation and had previously engaged in formal discovery as well. Prior to mediation, Plaintiff obtained, through informal discovery, information regarding the payment of wages, timekeeping, overtime, meal and rest periods, and the production of a representative sampling of detailed voluminous class-wide payroll and time punch data produced by Defendant in response to informal requests for the purpose of mediation. Plaintiff's investigation satisfies the criteria for court approval set forth in *Dunk v. Ford Motor Company*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129–30 (2008) ("*Dunk/Kullar*"). [Kazandjian Decl. ¶ 9].

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The Parties stipulated to file a Second Amended Complaint adding class claims to the original PAGA-only representative action. The Second Amended Class Action Complaint was filed January 5, 2026. The Second Amended Complaint is the operative complaint of this Action and Settlement, which covers all of Defendant's current and former non-exempt hourly employees in California during the Class Period. [Kazandjian Decl. ¶ 10].

On April 21, 2025, the Parties participated in mediation with respected and experienced mediator Deborah Crandall Saxe, Esq. The Parties engaged in arm's length negotiations throughout the mediation, which resulted in the Agreement. The Parties and their counsel are sufficiently familiar with the facts of this case and the applicable laws to make an informed judgment as to the fairness of the Settlement, the respective strengths and weaknesses of the claims of the class Plaintiff sought to certify, and the risks of proceeding in litigation. The Parties are represented by competent counsel and have had the opportunity to consult with counsel prior to the signing this Agreement. [Kazandjian Decl. ¶ 11, Exhibit 1, Settlement Agreement].

Based on this investigation and with the assistance of his consulting expert, Plaintiff's Counsel determined gross settlement amount, $325,000.00, represents approximately nineteen percent (19%) of the reasonably likely maximum exposure of the damages and penalties claims, which together total approximately $1,745,693.50, which is well within the range of possible approval. [*See* Kazandjian's previously filed declaration in support of the Motion for Preliminary Approval, ¶ 24-30] This is well within the range of reasonableness considering the risks and defenses. The Court preliminarily approved the Settlement Agreement on April 28, 2026. [Kazandjian Decl. ¶ 12].

On April 21, 2026, Plaintiff filed his Motion for Preliminary Approval. The Court signed the Amended Order granting preliminary approval on April 28, 2026. [Kazandjian Decl., ¶ 13]. The Court-approved Notices were mailed in English and Spanish, via U.S First Class Mail, to the Class Members on June 1, 2026. [Castro Decl., ¶ 9].

The January 5, 2026, Second Amended Class Action and PAGA Complaint included class claims for 1. failure to pay overtime wages; 2. failure to pay minimum wages; 3. failure to provide meal periods in violation of Labor Code §§ 226.7 and 512; 4. failure to keep accurate

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and provide itemized wage statements in violation of Labor Code § 226 and the I.W.C. Wage Orders; 5. failure to pay waiting time penalties in violation of Labor Code § 201, 202, and 203; 6. failure to timely pay earned wages in violation of labor codes § 204 and 210 7. failure to provide rest periods in violation of Labor Code § 226.7 and the I.W.C. Wage Orders 8. failure to reimburse business expenses in violation of Labor Code § 2800 and 2802; 9. failure to pay reporting time pay in violation of I.W.C. Wage Orders; 10. failure to pay split shift wages in violation of I.W.C. Wage Orders; 11. failure to provide notice of paid sick time and accrual in violation of Labor Code §246; 12. failure to provide employment records in violation of Labor Code §226, 432, and 1198.5; 13. unlawful business practices in violation of bus. & prof. code § 17200, et seq.; and 14. violation of California Private Attorneys General Act ("PAGA") Labor Code § 2698, et seq. Defendant has at all times denied Plaintiff's allegations and claims that it maintained its meal break and payroll policies and procedures in compliance with California law, that it provided the class members with required meal and rest breaks, that it paid Plaintiff and the class members all wages due, and that any use of personal cell phones was not required or necessary. Additionally, Defendant strongly contends the case cannot be maintained as any kind of class or representative action, arguing that to the extent class members missed breaks, that such breaks were non-compliant, that employees worked "off the clock," or used their personal cell phones for work purposes, it was against company policy, and intermittent or infrequent evidence of such violations would be purely anecdotal. Thus, per Defendant, individual issues predominate and class certification would be inappropriate. [Kazandjian Decl., ¶ 14].

B. The Class.

"Class" means all non-exempt hourly current and former employees employed by Defendant Heniff Transportation Systems, LLC in California during the Class Period of September 25, 2020 through July 20, 2025. [Kazandjian Decl., ¶ 15 and SA ¶ 1.5]. On May 18, 2026, Counsel for the Defendants provided ILYM Group with the Class Data list. The Class List contained unique records for 81 individuals who worked 5,290 Workweeks, of whom 70 are Aggrieved Employees who worked a total of 2,209 PAGA Pay Periods. The Parties' Settlement Agreement contains an escalator clause, as set forth in Paragraph 8 of the Agreement. The

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escalator clause was not triggered because the total number of workweeks accrued during the Class Period, from September 25, 2020, through July 20, 2025, was 5,290 workweeks. This total is below the escalator clause's threshold of 5,819 workweeks, which must be exceeded for the escalator provision to be triggered. Accordingly, the escalator clause was not triggered and does not apply. Therefore, the Class Period remains to be September 25, 2020, through July 20, 2025, as defined in ¶ 1.12 of the Parties' Settlement Agreement. [Kazandjian Decl., ¶ 15, Ex. 1 ¶¶ 8, 1.12; Castro Decl., ¶¶ 5-7].

The response deadline was July 16, 2026 and the extended Response Deadline for Class Members who received a remailed Notice Packet was July 30, 2026. As of the date this motion was filed, the administrator did not receive any Requests for Exclusion. As defined in the Agreement, a "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. Thus, there are a total of 81 Participating Class Members, constituting 100% of the Settlement Class. Each Participating Class Member will be paid his/her Individual Class Payment. Each Participating Class Member will be paid his/her Individual Class Payment. [Kazandjian Decl., ¶ 16, Ex. 1 ¶ 1.34; Castro Decl., ¶¶ 13-16].

Defendant denied each of Plaintiff's allegations in their entirety, and alleged that Plaintiff and all other Class Members were provided legal compensation and treated in all respects in accordance with California law. Nevertheless, Defendant agreed to settle the matter to avoid the burden, expense and risks of trial and protracted litigation. Class Counsel believes that the claims are meritorious. However, Class Counsel has also considered the substantial risks after denial of certification, the potential of summary adjudication, trial, and the possibility that the case, if not settled now, might result in no recovery at all or in recovery many years down the road that could ultimately be less favorable to the Class Members if drawn-out appeals should follow any judgment. Having carefully weighed all these considerations, Class Counsel is satisfied that the proposed Settlement is in the best interests of the Class. [Kazandjian Decl., ¶ 17].

In short, the Parties believe the terms of the Settlement Agreement are fair and reasonable and that final approval should be granted by the Court. The terms of the Settlement

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Agreement are summarized below.

The Gross Settlement Amount is $325,000.00. None of the Gross Settlement Amount will revert to Defendant. [Ex. 1 ¶ 3.1]. The Net Settlement Amount available to Participating Class Members is estimated to be $151,761.23 and was calculated by subtracting the requested Class Counsel Fees Payment ($113,750.00), the amount requested for Class Counsel Litigation Expenses Payment ($19,638.77), the requested Class Representative Service Payment ($10,000.00), the requested Settlement Administration Costs ($4,850.00), the PAGA-LWDA payment ($18,750.00 or 75% of the PAGA Payment of $25,000.00); and the Aggrieved Employees PAGA portion of the settlement ($6,250.00 or 25% of the $25,000.00 PAGA Payment) from the Gross Settlement Amount ($325,000.00). [Kazandjian Decl., ¶ 6; Castro Decl., ¶ 17]. Individual Settlement Payments will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"), subject to tax withholding and reported on an IRS W-2 Form. The remaining 80% will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"), not subject to wage withholdings and reported on IRS 1099 Forms. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($6,250.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Participating Class Members and Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual Class Payment and PAGA Payment. [Kazandjian Decl., ¶ 18; see also Ex. 1, SA ¶¶ 3.2.4, 3.2.4.1, 3.2.4.3].

This Settlement will result in Individual Settlement Payments to 81 Participating Class Members approximately ranging from the highest Settlement Share payment of $7,229.46, with an average payment of approximately $1,873.60, and the lowest Settlement Share payment of $28.69. Additionally, Settlement Class Members did not need to submit a claim form in order to

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participate in the Settlement, as payments will automatically be sent to all Participating Class Members. [Kazandjian Decl., ¶ 19; Castro Decl., ¶ 18].

Following the completion of the claims period, **zero (0) Class Members objected to the Settlement, zero (0) Class Members requested to be excluded, and zero (0) Class Members have disputed workweeks**. [Castro Decl., ¶¶ 13-16].

III. THE SETTLEMENT ADMINISTRATION.

The Parties have jointly selected ILYM Group, Inc. ("ILYM Group") to serve as the Administrator. Nick Castro with ILYM Group is the designated Case Manager for the administration of this class action settlement. On May 18, 2026, the Settlement Administrator received the class list. The Class List contained unique records for 81 individuals who worked 5,290 Workweeks, of whom 70 are Aggrieved Employees who worked a total of 2,209 PAGA Pay Periods. [Kazandjian Decl., ¶ 15; Ex. 1, SA ¶¶ 4.1, 8; Castro Decl., ¶ 5.] In accordance with the preliminary approval order and Settlement Agreement, after the Settlement Administrator confirmed and updated the addresses for all 81 individuals, using the National Change of Address ("NCOA") registry, the Settlement Administrator mailed the Court-approved Notice Packet, in both English and Spanish, to all 81 individuals, of which all 81 are Class Members and 70 are Aggrieved Employees, via U.S. First Class Mail on June 1, 2026. [Castro Decl. ¶¶ 8-9.]

Following the completion of the claims period, **zero (0) Class Members objected to the Settlement, zero (0) Class Members requested to be excluded, and zero (0) Class Members have disputed workweeks**. [Castro Decl., ¶¶ 13-16].

As of this date, 8 Class Notice Packets were returned to the Settlement Administrator's office and none of which were returned with a forwarding address. ILYM Group performed a computerized skip trace on the 8 returned Class Notice Packets that did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice Packet. As a result of this skip trace, 6 updated addresses were obtained and the Class Notice Packet was promptly re-mailed to those Class Members, via U.S. First Class Mail. As of this date, a total of 6 Class Notice Packets were re-mailed as a result of ILYM Group's skip tracing

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efforts. As of this date, a total of 2 Class Notice Packets have been deemed undeliverable as no updated addresses were found notwithstanding the skip tracing. [Castro Decl. ¶ 10-12].

IV. FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT IS WARRANTED.

The process for approving a settlement is set forth in Rule 3.769, California Rules of Court. The decision of whether a settlement is fair, reasonable, and adequate is made at the final approval stage, after notice of the settlement has been given to the class members and they have had an opportunity to voice their views of the settlement or to exclude themselves from the settlement. See Cal. R. Ct. 3.769(g).

At the final fairness hearing, "[t]he trial court has broad discretion to determine whether the settlement is fair." *Rebney v. Wells Fargo Bank* 220 Cal. App. 3d 1117, 1138 (1990). It should consider relevant factors, such as the strength of plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. *7-Eleven Owners for Fair Franchising v. Southland Corp*, 85 Cal. App. 4th 1135, 1146 (2001).

In granting the preliminary approval motion, the Court reviewed the nature of the case, the history of the litigation, and the legal requirements for approval of a Settlement. The proposed Settlement clearly satisfies the standard for final approval as it is well within the range of possible approval and there are no grounds to doubt its fairness.

A. THE SETTLEMENT RESULTED FROM ARM'S LENGTH NEGOTIATIONS.

There is an initial presumption that a proposed settlement is fair and reasonable when it is the result of arm's length negotiations. *See Williams v. Vukovich*, 720 F.2d 909, 922-23 (6th Cir.1983) ("The court should defer to the judgment of experienced counsel who has competently evaluated the strength of his proofs"); *In re Excess Value Ins. Coverage Litig.*, No. M-21-84 (RMB) 2004 U.S. Dist. LEXIS 14822, at *34 (S.D.N.Y. July 30, 2004) ("Where 'the Court finds

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that the settlement is the product of arm's length negotiations conducted by experienced counsel knowledgeable in complex class litigation, the settlement will enjoy a presumption of fairness'"); *In re Inter-Op Hip Prosthesis Liab. Litig.*, 204 F.R.D. 330, 351 (N.D. Ohio 2001) (granting preliminary settlement approval) ("when a settlement is the result of extensive negotiations by experienced counsel, the Court should presume it is fair"); *see also* 2 Herbert Newberg & Alba Conte, Newberg on Class Actions, § 11.41 at 90 (4th Ed. 2002).

Here, Class Counsel has extensive experience in employment law, particularly wage-and-hour class action litigation. In addition, the Parties reached the Settlement as a result of active litigation since early 2023 and following extensive settlement negotiations conducted. [Kazandjian Decl., ¶ 20].

B. THE SETTLEMENT HAS NO OBVIOUS DEFICIENCIES.

It is well settled that the Court may appropriately infer that a class action settlement is fair and reasonable when, among other reasons, few class members object to it. *7-Eleven Owners for Fair Franchising, supra* 85 Cal.App.4th at 1153 (2000) (noting the "overwhelming positive" class member response to the settlement and the small number of objectors (9 out of 5,454 class members)). There have been **no objections** and **no requests for exclusion** from this Settlement. [Castro Decl., ¶¶ 13-16]. Plaintiff will receive a share of the Net Settlement funds calculated in the same manner as the distributions to all other Participating Class Members. [Kazandjian Decl., ¶ 21]. The enhancement award to the class representative is subject to Court approval, and Plaintiff contends that the enhancement award adequately and reasonably compensates his risk, time and effort in pursuing this action.

C. THE SETTLEMENT FALLS WITHIN THE RANGE OF POSSIBLE APPROVAL.

The Settlement represents a fair and reasonable resolution given the substantial risks of expense and delay of continued litigation versus the certain and immediate recovery for the Class Members. Indeed, if the matter were to proceed to trial, there are numerous uncertainties associated with trial and the apparent strength of the case is no guarantee that the Class would receive a favorable verdict as to liability or damages. [Kazandjian Decl., ¶ 22].

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The well-recognized factors that the trial court should consider in evaluating the reasonableness of a class action settlement agreement include '[1] the strength of plaintiff's case, [2] the risk, expense, complexity and likely duration of further litigation, [3] the risk of maintaining class action status through trial, [4] the extent of discovery completed and stage of the proceedings, [5] the amount offered in settlement, [6] the experience and views of counsel, [7] the presence of a governmental participant, and [8] the reaction of the class members to the proposed settlement.'" *Kullar v. Foot Locker Retail, Inc.* 168 Cal. App. 4th 116, 128 (2008) (quoting *Dunk v. Ford Motor Co.* 48 Cal. App. 4th 1794, 1801 (1996) (numbers inserted) (the "*Dunk* Factors").

1. *Dunk* Factors 1 through 7 Were Addressed in Plaintiff's Motion for Preliminary Approval:

Plaintiff's Motion for Preliminary Approval fully set forth the Dunk Factors 1-7 and the Court preliminarily approved the Settlement Agreement on April 28, 2026. The final *Dunk* factor is addressed below.

2. The Reaction of Class Members to the Proposed Settlement (*Dunk* Factor 8):

The final *Dunk* factor examines Class Members' response to the proposed settlement. As of the date of the filing of this Motion, **zero (0) Class Members objected to the Settlement and zero (0) Class Members requested to be excluded**. [Castro Decl., ¶¶ 13-16].

As of this date, 8 Class Notice Packets were returned to the Settlement Administrator's office and none of which were returned with a forwarding address. ILYM Group performed a computerized skip trace on the 8 returned Class Notice Packets that did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice Packet. As a result of this skip trace, 6 updated addresses were obtained and the Class Notice Packet was promptly re-mailed to those Class Members, via U.S. First Class Mail. As of this date, a total of 6 Class Notice Packets were re-mailed as a result of ILYM Group's skip tracing efforts. As of this date, a total of 2 Class Notice Packet was deemed undeliverable as no updated addresses were found notwithstanding the skip tracing. [Castro Decl. ¶ 10-12].

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Thus, the Class Members' reaction, including the lack of any objections or requests for exclusions out of 81 total notices to Class Members, indicates a positive reaction and supports Plaintiff's request for final approval. [Kazandjian Decl., ¶ 23]. Overall, the lack of objections by Class Members indicates an overwhelmingly positive reaction by the class to the settlement, favoring a finding that the settlement is fair and finally approved. *See Weeks v. Kellogg Co.* (C.D. Cal. Nov. 23, 2013) No. CV 09-08102 MMM RZX, 2013 WL 6531177, at *17 [collecting cases in which opt-out and objection rates below one percent were found to strongly support an inference that class members supported the settlement]; *Wershba v. Apple Computer, Inc.* 91 Cal.App.4th 224, 245-46 (2001) [noting that settlement should be presumed fair in part because "[o]ut of over 2.4 million settlement notices sent to class members, only 20 class members objected to the settlement"].

Thus, Plaintiff submits that the settlement is fair, adequate, and reasonable, the Court should grant final approval of the settlement.

D. THE AMOUNT ALLOCATED TO THE CLASS IS FAIR AND FAVORABLE.

The Class consists of 81 individuals that worked for Defendant, including all current and former non-exempt employees of Defendant who worked in California during the Class Period of September 25, 2020 through July 20, 2025. [Kazandjian Decl. ¶ 2, 15, Ex. 1 ¶1.12]. As set forth in paragraph 8 of the Parties' Settlement Agreement, Defendant represented that Class Members collectively worked a total of 5,290 Workweeks between the start of the Class Period of September 25, 2020 until the date of the Parties' mediation on April 21, 2025. On May 18, 2026, Defendants provided the administrator with the class member data from the Class Period of September 25, 2020 through July 20, 2025, as defined in ¶ 1.12 of the Parties' Settlement Agreement. The Class List consisted of unique records for a total of 81 individuals, of which 81 Class Members who worked a total of 5,290 Workweeks and 70 are Aggrieved Employees who worked a total of 2,209 PAGA Pay Periods. Therefore, the escalator clause set forth in ¶ 8 of the Parties' Settlement Agreement, was not triggered because the total number of workweeks accrued during the Class Period, from September 25, 2020, through July 20, 2025, was 5,290

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workweeks. This total is below the escalator clause's threshold of 5,819 workweeks, which must be exceeded for the escalator provision to be triggered. Accordingly, the escalator clause was not triggered and does not apply. Therefore, the Class Period remains to be September 25, 2020, through July 20, 2025, as defined in ¶ 1.12 of the Parties' Settlement Agreement. [Kazandjian Decl., ¶ 15, Ex. 1 ¶¶ 8, 1.12; Castro Decl., ¶¶ 5-7]. As of the date of the filing of this Motion, zero (0) Class Members are excluded from the Settlement. Subject to the Court's approval, this Settlement will result in Individual Settlement Payments to 81 Participating Class Members approximately ranging from the highest Settlement Share payment of $7,229.46, with an average payment of approximately $1,873.60, and the lowest Settlement Share payment of $28.69. [Castro Decl., ¶¶ 18, 19]. The funds for the settlement are more than sufficient for final approval. [Kazandjian Decl., ¶ 23].

E. THE REQUESTED SERVICE AWARD TO THE NAMED PLAINTIFF IS FAIR AND REASONABLE.

Incentive awards to the Class Representatives are not only authorized, but entirely appropriate. *Staton v. Boeing Co*., 327 F.3d 938, 977 (9th Cir. 2003). "Because a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in the suit." *Cook v. Niedert*, 142 F. 3d 1004, 1016 (7th Cir. 1998); see also *Rodriguez v. West Publ. Corp.*, 2007 WL 2827379 (C.D. Cal. Sept. 10, 2007), aff'd in part, rev'd in part sub nom. *Rodriguez v. West Publ. Corp*. 563 F.3d 948 (9th Cir. 2009) [incentive awards should compensate for risks taken, such as "retaliation . . . , discrimination, trouble finding employment, and significant financial risk."].)

The *Rodriguez* court, noted that "[i]ncentive *awards* are fairly typical in class action cases. *See* 4 William B. Rubenstein et al., Newberg on Class Actions § 11:38 (4th ed. 2008); Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 U.C.L.A. L.Rev. 1303 (2006) . . . .". *Rodriquez, supra,* at 958 (italics in original).

In evaluating the enhancement award to a class representative, a court should consider all relevant factors including: (1) the risk to the class representative in commencing suit, both

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financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. *Van Vranken v. Atl. Richfield Co.,* 901 F. Supp. 294, 299 (N.D. Cal. 1995); *see also Staton v. Boeing Co.*, *supra* at 977 (court should consider all "relevant factors including the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, . . . the amount of time and effort the plaintiff expended in pursuing the litigation[,] . . . and reasonable fears of workplace retaliation." (internal marks and citation omitted).) Here, the relevant factors warrant final approval of the proposed enhancement award to Plaintiff totaling $10,000.00. [Kazandjian Decl., ¶ 24; *See also* the previously filed Declaration of Rafael Cuellar in Support of the Motion for Preliminary Approval ¶ 2-8 ("Cuellar Decl.")].

1. The Class has Benefited Significantly from Plaintiff's Efforts.

The proposed Class Settlement makes available approximately $151,761.23 in compensation for the Participating Class Members and $6,250.00 for the PAGA portion for the Aggrieved Employees. The Class consists of 81 individuals that worked for Defendant and will result in individual settlement share payments to 81 of the Class Members approximately ranging from the highest settlement share payment of $7,229.46, with an average payment of approximately $1,873.60. [Castro Decl., ¶¶ 18, 19]. The PAGA Group is comprised of 70 Aggrieved Employees that will receive their share of the $6,250.00 allocated to the Aggrieved Employees under PAGA (25% of $25,000.00 PAGA Payment). The highest Individual PAGA Payment to an Aggrieved Employee is approximately $263.13, the average Individual PAGA Payment is approximately $89.29, and the lowest Individual PAGA Payment is approximately $2.83, based on the number of pay periods during the PAGA Period. [Castro Decl., ¶¶ 17, 19].

2. Plaintiff Took on a Substantial Burden and Risk for the Class.

Plaintiff took significant risks and burdens by choosing to pursue claims on a representative basis. First, Plaintiff exposed himself to the potential for significant financial loss as he arguably could have been found liable to pay Defendant's costs if Plaintiff was

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unsuccessful. Accordingly, Plaintiff shouldered the risk of owing tens of thousands of dollars in costs if he did not prevail. [Kazandjian Decl., ¶ 24].

Plaintiff spent considerable time and effort to always be available to gather information, review relevant documents and past employment records, and to provide the facts and evidence necessary to prove the allegations. Plaintiff selflessly stepped forward on behalf of the absent Class Members when he took the initiative to move forward with litigation and, throughout the case, Plaintiff has assisted counsel in a prompt and effective manner. Plaintiff actively participated in informal discovery during the years of litigation and also responded to formal discovery that Defendant propounded upon Plaintiff, including Special Interrogatories and Requests for Production of Documents. Plaintiff spent his own personal time to review Defendant's policies and records with Class Counsel so that they had a better understanding of Defendant's operations. Plaintiff assisted Plaintiff's counsel in reviewing numerous documents produced by Defendant in this Action. [Kazandjian Decl., ¶ 25; and Cuellar Decl. 2-8].

Plaintiff also subjected himself now, and in the future, to being stigmatized for bringing a class action against his former employer. Records of filings and settlements of class actions are public and are readily accessible on-line and through pay services. By placing his name on the caption of the representative action, Plaintiff put himself in a situation where current, or prospective, employers could learn of the case and, possibly, treat his adversely for advocating on behalf of a class. [Kazandjian Decl., ¶ 26].

3. The Requested Amount of The Enhancement Award Is Reasonable.

The proposed payment of Plaintiff totaling $10,000.00 approximately 3% of the total settlement is fair and reasonable. Considering the result that was obtained for the Class because of this case and in light of the burden and risks the Plaintiff undertook, the requested enhancement award is well within an acceptable range. [Kazandjian Decl., ¶ 27]. *See, e.g., In re TFT-LCD (Flat Panel) Antitrust Litig.,* Case No. 3:07-md-1827 SI, 2011 WL 7575003, at *2 (N.D. Cal. Dec. 27, 2011) (approving $15,000.00 incentive awards for each of the 11 class representatives "in recognition of their work performed for the benefit of the Class and risks undertaken"); *see also In re Wachovia Corp. "Pick a Payment" Mortg. Mktg. & Sales Pracs.*

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Litig. No. 5:09-md-02015 JF, 2011 WL 1877630, at *7 (N.D. Cal. May 17, 2011) (approving class representative incentive awards ranging from $5,000.00 to $14,250.00 each); *Singer v. Becton Dickinson and Co.,* 08-cv-821 IEG (BLM), 2010 WL 2196104, at *9 (S.D. Cal. June 1, 2010) (finding class representative award of $25,000.00 reasonable).

F. THE REQUESTED ATTORNEY'S FEES AND COSTS ARE FAIR AND REASONABLE.

This successful outcome for the Class was the product of significant work by Class Counsel, Haig B. Kazandjian Lawyers, APC. The Settlement Agreement provides that Class Counsel may seek approval of attorneys' fees payable to Class Counsel in the amount of up to 35% of the Gross Settlement for attorneys' fees and up to $20,000.00 for their litigation expenses. [Kazandjian Decl., ¶ 28, Exhibit 1, ¶ 3.2.2; and the Amended Order Granting Plaintiff' Motion for Preliminary Approval].

Defendant agreed to pay $325,000.00 ("Gross Settlement Amount") for the wage and hour claims of Plaintiff and the Class and for penalties sought under PAGA. None of the Gross Settlement Amount will revert to Defendant. The Court granted preliminary approval of the Settlement on April 28, 2026. Accordingly, the Notice mailed to the Settlement Class Members advised them of their particular estimates based on those amounts. [Kazandjian Decl., ¶ 29 and Castro Decl. ¶ 9, Exhibit A].

Furthermore, the Settlement Agreement states: "If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount" [Kazandjian Decl., ¶ 29 and Exhibit 1, ¶ 3.2.2]. As of this date, Class Counsel's incurred litigation costs and expenses are $19,638.77. Pursuant to the Amended Order granting Plaintiff Preliminary Approval of the Class Action Settlement, signed by the Court on April 28, 2026, the sum of up to $20,000.00 are available for the reimbursement of Class Counsel's litigation costs and expenses. Thus, Counsel's requested costs in the amount of $19,638.77 is consistent with the terms of the signed Amended Order and leaves a balance of $361.23 which has been allocated to

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the Net Settlement Amount and will be distributed to Settlement Class Members. The requested attorneys' fees in the amount of $113,750.00 is fair and reasonable. [Kazandjian Decl., ¶ 30].

1. Summary of Class Counsel's Efforts.

As a result of Class Counsel's hard work on this class action litigation for the last three years, the 81 Participating Class Members, on average, will receive approximately $1,873.60 [Castro Decl., ¶ 18]. This is a significant recovery for the Class Members. Class Counsel spent considerable time and money on this litigation, which included extensive review of voluminous documents produced by Defendant to Class Counsel for a statistically representative sample of Class Member records. Since 2023, Class Counsel have conducted a thorough investigation into the facts of the action, including: (a) an extensive investigation of Class Members' claims; (b) an extensive review of relevant policies, procedures and practices; (c) a review of numerous documents produced by Defendants; (d) research with respect to the applicable law and the potential defenses thereto; (e) formal discovery exchanges with Defendant; (f) multiple exchanges of informal written discovery and formal discovery with Defendants; and (g) several settlement negotiations. [Kazandjian Decl., ¶ 31].

The effectiveness of Class Counsel in prosecuting this case has translated into a substantial sum of monetary benefits for the Settlement Class Members in the following respects: (1) Settlement Class Member recoveries over a reasonably short period of time as opposed to waiting additional years for the same or, possibly, a worse result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, (3) significant savings in Class Counsel's fees and costs which would have only increased significantly had the case progressed through trial, and/or appeals. [Kazandjian Decl., ¶ 32].

2. The Attorneys' Fee Request is Fair and Appropriate.

The requested attorneys' fees in the amount of $113,750.00 represents 35% of the Gross Settlement Amount. Further, Class Counsel's requested costs in the amount of $19,638.77 is consistent with the terms of the agreement and accounts for all costs actually incurred. [Kazandjian Decl., ¶ 33].

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Class Counsel's request for attorneys' fees in the amount of $113,750.00, representing 35% of the Gross Settlement Amount of $325,000.00, is commensurate with (1) the risk Class Counsel took in commencing the case; (2) the time, effort, and expense dedicated to the case; (3) the skill and determination that Class Counsel has shown; (4) the results Class Counsel has achieved throughout litigation; and (5) the value of the Settlement that Class Counsel has achieved for the Class Members. Counsel's request for 35% of the common fund is consistent with awards in similar California cases, which range from 20% to 50%, and is fair compensation for undertaking complex, risky, litigation on a contingent basis, and for the result achieved for the Class. Class Counsel has been awarded attorneys' fees of 35% of a common fund in wage and hour class actions. [Id].

In short, Class Counsel should be compensated for creating substantial recoveries for the Class in the most efficient method possible. California encourages attorneys to take the enormous risks of time and money necessary to vindicate the public interest, and to protect the public policies underlying our employment laws. To fulfill this policy, California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. Class Counsel requests attorneys' fees of $113,750.00, 35% of the Gross Settlement Amount, and litigation costs of $19,638.77 out of the $20,000.00 approved by the Court. Counsel expended 262.8 hours, a $216,810.00 lodestar. [Kazandjian Decl. ¶36-37, 42; **Exh. 2-4**].

3. A Fee Award Based on a Percentage of the Common Fund is Appropriate

The California Supreme Court recognized it is appropriate to award attorneys' fees based on a percentage of the total value of benefits to Class Members from the settlement, also known as the "common fund" method. *Laffitte v. Robert Half International, Inc*., 1 Cal.5th 480, 503 (2016); *Serrano v. Priest*, 20 Cal.3d 25, 34 (*Serrano III)* (1977)*; Vincent v. Hughes Air West, Inc*. 557 F.2d 759, 769 (9th Cir. 1977). (California courts look to federal courts analyzing class issues. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 239-40 (2001)). "[T]he lodestar method is not necessarily utilized in common fund cases." *Lealao v. Beneficial California, Inc.,* 82

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Cal.App.4th 19, 27 (2000)*; Dunk*, at 1808 (attorneys' fees may be calculated as percentage of common fund where settlement amount is certain or easily calculable).

A common fund fee award is especially appropriate here as it spreads the attorneys' fees among all beneficiaries of the fund; aligns incentives between counsel and the class; better approximates market conditions in a contingency case; and encourages class counsel to seek early settlement and avoid unnecessarily prolonging litigation, which prevents unnecessary use of judicial and party resources, delay in correcting alleged unlawful practices, and delay in compensating the class. *Laffitte*, 1 Cal.5th at 503. With the guiding principle that early class action settlements are favored and may not diminish an award of attorneys' fees, Class Counsel submits the fee request should be awarded, based on the risks and complexities of prosecuting the action, the contingent nature of any fee, their experience in handling cases of this type, fees commonly awarded in these cases, and vindication of the Class's rights.

The purpose of the common fund approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent, supra,* 557 F.2d at 769. "[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs." *Quinn v. State of California*, 15 Cal.3d 162, 167 (1995). The common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share." *City and County of San Francisco v. Sweet,* 12 Cal.4th 105, 110 (1995).

Class Counsel undertook representation at their own expense, with compensation wholly contingent upon providing a Class benefit. Class Members will benefit from the proposed Settlement and receive monetary payments. Based on the defined and clearly traceable Class benefit, the Court may award a percentage of the common fund as attorneys' fees. [Kazandjian Decl. ¶34].

4. The Requested Percentage of the Common Fund is a Reasonable Fee

Counsel's request for 35% of the common fund is consistent with awards in similar California cases, which range from 20% to 50%, and is fair compensation for undertaking

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complex, risky, litigation on a contingent basis, and for the result achieved for the Class. Class Counsel has previously been awarded attorneys' fees of 35% of a common fund in wage and hour class actions. [Id]. Class Counsel's fee request is consistent with awards in similar California cases, and market rates, and is reasonable. [Id].

5. The Lodestar Approach Demonstrates that Class Counsel's Attorneys' Fee Request is Fair, Reasonable and Justified Under the Facts of this Case

Many Courts decline to consider a lodestar cross-check. *See*, *e.g.*, *Glass v. UBS Financial Services, Inc*., No. 06-4066-MMC, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. Jan. 26, 2007) ("no need to conduct a lodestar cross-check [as] [c]lass counsel's prompt action in negotiating a settlement while the state of the law remained uncertain should be fully rewarded"); *Lopez v. Youngblood*, No. 07-0474-DLB, 2011 U.S. Dist. LEXIS 99289 (E.D. Cal. Sep. 1, 2011) ("lodestar cross-check is not required in this circuit, and in a case such as this, is not a useful reference."). Indeed, the California Supreme Court has found that a lodestar cross-check is *not* required. *Laffitte*, 1 Cal.5th at 506. Even when used, a cross-check "calculation need entail neither mathematical precision nor bean-counting," is not a "full-blown lodestar inquiry," and "can be performed with a less exhaustive cataloguing and review of counsel's hours." *Barbosa v. Cargill Meat Solutions Corp*, 297 F.R.D. 431, 451 (E.D. Cal. July 2, 2013). Indeed, the Court need not "closely scrutinize each claimed attorney-hour, but ... instead ... 'focus on the general question of whether the fee award appropriately reflects the degree of time and effort expended by the attorneys.'" *Laffitte*, 1 Cal.5th at 505, quoting 5 Rubenstein, Newberg on Class Actions (5th Ed. 2015), section 15:86, p. 331.

Under the lodestar method, a base fee is calculated from compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorneys. *Serrano v. Priest*, *supra*, at 48. The court then enhances the lodestar by a "multiplier" to account for a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree of success achieved. *Id*., at 49; see also *Ketchum v. Moses, 24* Cal.4th 1122, 1132-36 (2001).

6. Counsel's Hourly Rates Are Reasonable

Class Counsel are entitled to hourly rates charged by attorneys of comparable experience,

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reputation, and ability for similar litigation. *Ketchum*, *supra* at, 1133; *Children's Hospital and Med. Center v. Bonta*, 97 Cal. App. 4th 740, 783 (2002) (affirming rates as "within the range of reasonable rates charged by and judicially awarded comparable attorneys for comparable work"). When determining reasonable rates, Courts may consider attorney skill and experience, nature of the work performed, and the relevant area of expertise and the attorney's customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App. 4th 629, 632 (1998).

Class Counsel's skill and experience support their hourly rates and are in line with rates typically approved in California wage and hour class actions. Class Counsel's practice is primarily focused on litigating class and representative actions on behalf of employees and has been appointed Class Counsel or co-Class Counsel in numerous cases. Class Counsel's skill and experience support their hourly rates: The work performed in this matter, the backgrounds of Class Counsel, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating class actions, and in particular, wage-and-hour matters, support the rates of Class Counsel. These rates are in line with those typically approved in California wage-and hour class action litigation are supported by the Laffey Matrix. [Kazandjian Decl. ¶ 35; **Exh. 2**].

7. Plaintiff's Counsel's Total Hours Are Reasonable

Hours are reasonable if, "at the time rendered, [they] would have been undertaken by a reasonable and prudent lawyer to advance or protect his client's interest." *Moore v. Jas. H. Matthews & Co.*, 682 F.2d 830, 839 (9th Cir. 1982). *Norman v. Housing Auth.*, 836 F.2d 1292, 1306 (11th Cir. 1988) ("The measure of reasonable hours is determined by the profession's judgment of the time that may be conscionably billed and not the least time in which it might theoretically have been done").

8. Lodestar Multiplier

When a lodestar is used it may be enhanced by a multiplier. *Serrano III*, 20 Cal.3d at 48. Factors determining level of enhancement include the difficulty of the questions involved and the skill in presenting them, the contingent nature of the fee award, the extent to which the litigation precluded other employment, and the percentage-of-the-fund the attorney would have received

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on the fair market. *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 40-41 (2000). The list is not exhaustive, and a Court may consider other factors it deems important in setting the multiplier. *Id*.; *Ketchum*, *supra* at 1139.

In *Lealao*, the Court held a trial court's refusal to enhance the lodestar was an abuse of discretion, remanded for consideration of the original 8.0 request, and opining a multiplier more than 3.5 was reasonable. *Lealao*, *supra*, 82 Cal. App. 4th at 24, 52. *See SternwestCorp. v. Ash*, 183 Cal.App.3d 74, 76 (1986) (case remanded with directions "to enhance the lodestar award…"); To the extent a lodestar was used to check the fee, a multiplier is supported by the novelty and difficulty of the questions involved, the skill displayed by Class Counsel in addressing them, the judgment and skill used to resolve them while the law remains uncertain, and the contingent nature of any recovery.

Here, in total Class Counsel expended 262.8 hours, a $216,810.00 lodestar. Under the lodestar approach, the requested attorney fees of $113,750.00, agreed upon by the Parties, would equate to a **negative** multiplier of 0.53 of the lodestar. Thus, the fee request reflects no enhancement whatsoever; instead, it constitutes a significant reduction from counsel's lodestar. The requested fee therefore cannot be characterized as excessive or as including any multiplier-based premium and is, in fact, substantially discounted relative to the reasonable value of counsel's services. Based upon the factors listed in *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 40-41 (2000), including but not limited to the quality of representation and success in gaining a substantial recovery to the Class, the fee request is fully supported by the outstanding result achieved on behalf of the Class. [Kazandjian Decl. ¶ 36-39; **Exh. 3**].

9. Litigation Expenses Are Reasonable

The Settlement allows Class Counsel to recover up to $20,000.00 in costs [SA ¶ 3.2.2]. Counsel seeks $19,638.77 in reasonable and necessary costs actually incurred [Kazandjian Decl. ¶ 40, **Ex. 4**].

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VI. CONCLUSION.

Based upon the foregoing, Plaintiff respectfully requests the Court enter an order granting final approval of the Settlement, attorneys' fees and costs and the Class Representative Enhancement Award.

Dated: September 10, 2026

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/s /Melissa Robinson

By: _____

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