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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JOHN LEDBETTER, ROBERT AARON, ANTONIO SEGOVIA, JOSEPH HICKS, WILLIAM SHEARER, DAVID LAMOUNT GAYLES, and JOSUE BUENROSTRO on behalf of themselves and all others similarly situated, Plaintiffs, v. CJ LOGISTICS AMERICA, LLC, an Illinois Limited Liability Company; and DOES 1-50, inclusive, Defendant.	Case No.: CIVSB2207118 [*Assigned for all purposes to the Hon. David E. Driscoll, Dept. S22*] **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT AWARDS** Date: September 18, 2025 Time: 8:30 a.m. Dept.: S22 Action Filed: April 7, 2022 Removal Date: June 10, 2022 Remand Date: December 19, 2024 Trial Date: None Set

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PLEASE TAKE NOTICE that on September 18, 2025, at 8:30 a.m., or as soon thereafter as the matter may be heard in Department S22 of the San Bernardino County Superior Court, located at 247 W. 3rd Street, San Bernardino, California 92415, Plaintiffs John Ledbetter, Robert Aaron, Antonio Segovia, Joseph Hicks, William Shearer, David Lamount Gayles, and Josue Buenrostro (collectively, "Plaintiffs"), as individuals and on behalf of a class of similarly situated individuals, will and hereby do move this Court for entry of an Order pursuant to California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court:

1. Confirming the certification of the Settlement Class for settlement purposes under California Code of Civil Procedure § 382;
2. Confirming the appointment of Plaintiffs John Ledbetter, Robert Aaron, Antonio Segovia, Joseph Hicks, William Shearer, David Lamount Gayles, and Josue Buenrostro as the Class Representatives for settlement purposes;
3. Confirming the appointment of Haines Law Group, APC, Bokhour Law Group, P.C., Falakassa Law, P.C., The Gould Law Firm, Lavi & Ebrahimian, LLP, and James Hawkins APLC as Class Counsel for settlement purposes;
4. Granting final approval of the proposed Joint Stipulation of Class Action Settlement and Release;
5. Approving an award of $716,666.67 in attorneys' fees to Class Counsel;
6. Approving an award of $53,583.40 in actual litigation cost reimbursement to Class Counsel;
7. Approving an award of $21,000.00 in costs to Phoenix Settlement Administrators, Inc., for its settlement administration services;
8. Approving Class Representative Enhancement Awards of $10,000.00 each to Plaintiffs John Ledbetter, Robert Aaron, Joseph Hicks, and Antonio Segovia, and $5,000.00 each to Plaintiffs Willliam Shearer, David Lamount Gayles, and Josue Buenrostro ($55,000.00 total), for their service as Class Representatives; and
9. Entering final judgment in the form of the [Proposed] Order Granting Plaintiffs' Motion for Final Approval of Class and PAGA Action Settlement, Attorneys' Fees and Costs, and

Class Representative Enhancement Awards, and Final Judgment (the "[Proposed] Order and Judgment") submitted herewith.

This Motion is made on the following grounds: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes only under Code of Civil Procedure § 382; (2) Plaintiffs and Class Counsel continue to be adequate representatives of the Settlement Class; (3) the Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the requested awards of attorneys' fees and costs, the Class Representative Enhancement Awards, and settlement administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the [Proposed] Order and Judgment submitted concurrently herewith should be entered so as to give finality to, and allow for disbursements from, the Settlement.

This Motion is based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of Matthew K. Moen, Fletcher W. Schmidt, Paul K. Haines, Mehrdad Bokhour, Joshua Falakassa, Michael A. Gould, Alexander J. Aroeste, Anthony L. Draper, Plaintiffs John Ledbetter, Robert Aaron, Antonia Segovia, Joseph Hicks, William Shearer, David Lamount Gayles, and Josue Buenrostro,[1] and Mayra Gonzalez of Phoenix Settlement Administrators, and the exhibits attached thereto; the Settlement Agreement; all other pleadings and papers on file in this action; and any further oral or documentary evidence or argument presented at the time of hearing.

Dated: August 22, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By: [signature]
Matthew K. Moen
Attorneys for Plaintiffs

[1] Plaintiffs previously submitted their declarations in support of preliminary approval on April 2, 2025. For the Court's convenience, Plaintiffs are re-submitting their declarations in connection with this Motion.

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Federal Cases

State Cases

<u>State Statutes and Rules</u>

<u>Unpublished Cases</u>

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs John Ledbetter, Robert Aaron, Antonia Segovia, Joseph Hicks, William Shearer, David Lamount Gayles, and Josue Buenrostro ("Plaintiffs") submit this Memorandum of Points and Authorities in support of their Motion for Final Approval of Class and PAGA Action Settlement ("Settlement" or "Settlement Agreement") on behalf of all persons who were employed by Defendant CJ Logistics America, LLC ("Defendant"), within the State of California as hourly, non-exempt employees at any time from October 7, 2020 to April 24, 2025 (the "Class Period"). Plaintiffs and Defendant are collectively referred to as "the Parties."

This non-reversionary $2,150,000.00 Settlement provides for Class Member Payments to all 1,934 participating Class Members. The average Class Member Payment is approximately $622.41, with the highest estimated payment being $2,597.09. The Settlement also resolves Plaintiffs' representative claim under the Private Attorneys General Act, Labor Code § 2698 *et seq*. ("PAGA"), providing compensation to the State of California and 1,788 Aggrieved Employees. Average PAGA payments are approximately $13.98, with the highest estimated PAGA payment being $98.39. This Settlement represents a fair and reasonable resolution of the disputed wage and hour claims at issue in this case in light of the significant litigation risks and defenses raised by Defendant. Following the mailing of the Court-approved notice, no Class Member objected to or opted out from participation, resulting in a 100% participation rate.

As discussed below, the Court should grant Plaintiffs' Motion in its entirety because: (1) the Settlement Class continues to satisfy the requirements for certification under Code of Civil Procedure § 382; (2) the Settlement is fair, adequate, and reasonable compromise of the disputed claims in this case; and (3) the requested awards for attorneys' fees and costs, the Class Representative Enhancement Awards, the California Labor and Workforce Development Agency ("LWDA") payment, and settlement administration expenses are all reasonable and supported. Accordingly, the Court should enter the [Proposed] Order and Judgment submitted herewith.

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II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant provides transportation, warehousing, and other supply chain solutions for businesses across California and the United States. Declaration of Matthew K. Moen ("Moen Decl."), ¶ 10. Like all Settlement Class members, Plaintiffs were employed by Defendant as non-exempt employees in California during the Class Period and were subject to Defendant's allegedly unlawful wage and hour policies and practices. *Id.*; *see also* Declaration of John Ledbetter ("Ledbetter Decl."); Declaration of Robert Aaron ("Aaron Decl."); Declaration of Antonio Segovia ("Segovia Decl."), ¶¶ 2-4; Declaration of Joseph Hicks ("Hicks Decl."), ¶ 2; Declaration of William Shearer ("Shearer Decl."), ¶¶ 3-5, 7; Declaration of David Lamount Gayles ("Gayles Decl."), ¶ 2; Declaration of Josue Buenrostro ("Buenrostro Decl."), ¶ 2.

On April 7, 2022, Plaintiff Ledbetter initiated the instant action, alleging Defendant failed to: (i) pay all overtime wages owed; (ii) pay all sick time; (iii) pay all vested vacation time; (iv) provide all lawful meal periods; (v) provide all lawful rest periods; (vi) issue accurate itemized wage statements; (vii) timely pay all final wages upon separation; and (viii) comply with California's Unfair Competition laws. Moen Decl., ¶ 11. On June 9, 2022, Defendant removed this action to federal court, and on December 13, 2024, this action was remanded back to San Bernardino County Superior Court. *Id*.

On July 15, 2022, Plaintiff Segovia filed a separate class action complaint, Case No. CIVSB2215492 (the "*Segovia Action*"), alleging the same and/or similar causes of action against Defendant as in the instant action. Moen Decl., ¶ 12. On October 6, 2022, Defendant removed the *Segovia Action* to federal court. *Id*. On December 14, 2022, Plaintiffs filed the First Amended Class Action and PAGA Complaint in the instant action, adding Plaintiffs Aaron and Segovia as named plaintiffs in the instant action, consolidating all causes of action and factual allegations in the *Segovia Action* into this action, and adding additional causes of action for minimum wage violations and PAGA penalties. *Id*.

On December 2, 2022, Plaintiff Hicks filed a separate class action complaint, Case No. CVRI22052222 (the "*Hicks Action*"), alleging the same and/or similar causes of action against Defendant as in the instant action. Moen Decl., ¶ 13. On January 5, 2023, Defendant removed the

Hicks Action to federal court. *Id*. On August 2, 2024, Plaintiffs filed the Second Amended Class Action and PAGA Complaint in the instant action, adding Plaintiff Hicks as a named plaintiff in the instant action and consolidating all causes of action and factual allegations in the *Hicks Action* into this action. *Id*.

On September 11, 2024, Plaintiff Shearer filed a separate class action complaint, Case No. CIVRI2405129 (the "*Shearer Action*"), alleging the same and/or similar causes of action against Defendant as in the instant action. Moen Decl., ¶ 14. On September 17, 2024, Plaintiffs Gayles and Buenrostro filed a separate class action complaint, Case No. CVRI2405251 (the "*Gayles Action*"), alleging the same and/or similar causes of action against Defendant as in the instant action. *Id*. On March 17, 2025, Plaintiffs filed the operative Third Amended Class Action and PAGA Complaint, adding Plaintiffs Shearer, Gayles and Buenrostro as named plaintiffs in the instant action and consolidating all causes of action and factual allegations in the *Shearer Action* and the *Gayles Action* into this action. *Id*.

The Parties engaged in substantial informal document exchanges prior to attending mediation. Moen Decl., ¶ 15. Defendant provided Plaintiffs with timekeeping and payroll records for a representative sample of the putative class members spanning the putative class period, as well as policy documents and employee handbooks. *Id*. Plaintiffs then retained an expert with a Ph.D. in economics to analyze the produced data and create a class-wide exposure model for the claims at issue. *Id*. On August 23, 2023, the Parties participated in a mediation session with Jeffrey Ross, Esq., an experienced and well-respected wage and hour mediator, during which the Parties exchanged divergent views on Defendant's liability and exposure valuations, their legal positions, and the likelihood of certification of Plaintiffs' claims. *Id*. Although the Parties adjourned mediation without reaching a settlement, they continued their settlement negotiations through Mr. Ross. *Id*. After additional months of continued negotiations, Mr. Ross made a mediator's proposal that the Parties ultimately accepted. *Id*. Over the following months, the Parties finalized the terms of the proposed Settlement, which the Court preliminarily approved on April 24, 2025. Moen Decl., Exhibit 1 (Preliminary Approval Order). On April 2, 2025, Plaintiffs submitted the Settlement Agreement and all moving papers to the LWDA in association with the filing of the

Motion for Preliminary Approval. Moen Decl., ¶ 16, Exhibit 2 (LWDA Settlement Submission and Confirmation).

On May 16, 2025, the Court-appointed Settlement Administrator, Phoenix Settlement Administrators, Inc. ("Phoenix"), mailed the Court-approved Notice of Proposed Class Action Settlement ("Class Notice") via U.S. First Class Mail to all 1,934 potential Settlement Class members. Declaration of Mayra Gonzalez ("Gonzalez Decl."), ¶¶ 4-5, Exhibit A. Class Members had until July 15, 2025, to submit any disputes, objections, or requests for exclusion (the "Response Deadline"). *Id.*, ¶¶ 7-9. As of the Response Deadline, zero Settlement Class members have objected to or opted out from the Settlement, resulting in 100% participation. *Id.*, ¶ 10. Plaintiffs now respectfully submit the Settlement for this Court's final approval.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

The Settlement Class includes: all persons who were employed by Defendant CJ Logistics America, LLC, within the state of California as hourly, non-exempt employees at any time from October 7, 2020, and April 24, 2025. *See* Moen Decl., Exhibit 1.

B. Monetary Terms

Defendant will pay a non-reversionary Gross Settlement Value ("GSV") of $2,150,000.00. *See* Settlement ¶ 14. The Net Settlement Value ("NSV") is the remainder after deducting Court-approved amounts for attorneys' fees ($716,666.67), verified cost reimbursement ($53,583.40)[2], the Class Representative Enhancement Awards ($55,000.00), settlement administration costs ($21,000.00), and the entire amount designated as PAGA

[2] Class Counsel's expense summaries reflect $53,142.22 in out-of-pocket litigation expenses incurred to date. Moen Decl., ¶ 18, Exhibit 3; Bokhour Decl., ¶ 25; Gould Decl., ¶ 18, Exhibit 1; Aroeste Decl., ¶ 16-17, Exhibit 1; Draper Decl., ¶ 15, Exhibit 1. The total amount that Plaintiffs' counsel is requesting for expense reimbursement ($53,583.40) includes an additional $441.18 in reasonably anticipated future costs for the filing and service of this Motion and the Settlement Administrator's final accounting declaration, as well as attending the hearings on this Motion and final accounting, which will be incurred by Plaintiffs' Counsel following the filing of this Motion. Moen Decl., ¶ 18. These costs are both foreseeable and necessary to fully implement the terms of the Settlement and to complete the final approval process.

penalties ($100,000.00). *See id.*, ¶¶ 43(a)-(f); Moen Decl., ¶¶ 17-18, Exhibit 3 (Expense Summary); Declaration of Mehrdad Bokhour ("Bokhour Decl."), ¶ 25; Declaration of Michael A. Gould ("Gould Decl."), ¶ 18, Exhibit 1; Declaration of Alexander J. Aroeste ("Aroeste Decl."), ¶ 16-17, Exhibit 1; Declaration of Anthony L. Draper ("Draper Decl."), ¶ 15, Exhibit 1. Based on these requested amounts, the NSV is $1,203,749.93. *See* Gonzalez Decl., ¶ 11.

For tax purposes, each Class Member Payment will be allocated as 10% wages (subject to applicable withholdings) to be reported on an IRS Form W-2, 80% penalties (not subject to withholdings) to be reported on an IRS Form 1099, and 10% as interest (not subject to withholdings) to be reported on an IRS Form 1099. *See* Settlement, ¶ 45(a). The PAGA Amount payable to the PAGA Group will be allocated 100% to penalties (not subject to withholdings). *Id.*, ¶ 45(c). Further, Defendant will separately pay the employer's share of payroll taxes in addition to the GSV. *Id.*, ¶ 45(e).

C. <u>Summary of Notice Process</u>

On May 6, 2025, Defendant provided Phoenix with a class list containing the names, last known mailing addresses, Social Security numbers, and relevant workweek information for each potential Class Member during the Class Period. Gonzalez Decl., ¶ 3. After verifying and updating addresses using the National Change of Address database, Phoenix mailed the Court-approved Notice Packet to all 1,934 Class Members on May 16, 2025. *Id.* ¶¶ 4-5. Following the initial mailing, 8 Notice Packets were returned as undeliverable. *Id.*, ¶ 6. Phoenix performed a skip trace to locate updated addresses, resulting in the successful re-mailing of all 8 Notice Packets. *Id.* Ultimately, zero Notice Packets remain undeliverable. *Id.*

Class Members had until July 15, 2025, to submit objections, disputes, or requests for exclusion. Gonzalez Decl., ¶¶ 7-9. As of that date, Phoenix received no objections, no requests for exclusion, and no disputes, resulting in a 100% participation rate. *Id.*

D. <u>Timing of Payments</u>

Defendant will deposit the GSV with the Settlement Administrator within 10 calendar days of the Effective Date, as defined in the Settlement. *See* Settlement, ¶¶ 32(a)-(e). Within 14 calendar days of its receipt of the GSV, the Settlement Administrator will calculate and distribute

Class Member Payments to participating Class Members. *Id*., ¶ 60. Settlement Class Members will have 180 calendar days from the mailing date to cash their checks. *Id*., ¶ 61. Any uncashed checks remaining after that period will become null and void, and any monies remaining uncashed shall be distributed to Working Wardrobes, the Parties' agreed-upon *cy pres* designee. *Id*.

The Parties submit that the distribution method outlined in the Settlement is proper as a party-selected distribution under California law. Because all uncashed funds will be paid out regardless of whether all Settlement Class Members cash their Settlement Checks, no portion of the GSV will remain "unpaid, unclaimed, or abandoned," and California Code of Civil Procedure § 384 does not apply. Accordingly, the procedures set forth in C.C.P. § 384 are inapplicable to the present Settlement, and the Court may approve the proposed distribution method without running afoul of C.C.P. § 384, as amended.

IV. ARGUMENT

A. The Court Should Confirm Certification of the Settlement Class

Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable, and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest, and common questions of law and fact predominate over individual issues; (3) the representative's claims are typical of the class's claims; and (4) the representative will fairly and adequately represent the class's interests. *See Richmond v. Dart Industries, Inc*. (1981) 29 Cal.3d 462, 470. Here, the Court determined that the Settlement Class satisfies all requirements for class certification for settlement purposes when it granted preliminary approval on April 24, 2025. *See* Moen Decl., Exhibit 1. Since then, no events have undermined this determination. To the contrary, the Settlement Class has overwhelmingly supported the Settlement, with no objections and 100% participation. *See* Gonzalez Decl., ¶¶ 7-8. Accordingly, the Court should confirm its conditional certification of the Settlement Class.

B. The Settlement Merits Final Approval as Fair, Adequate, and Reasonable

California courts strongly favor settlement. *See Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action settlements require court approval to prevent fraud, collusion, and unfairness to class members. *See Malibu Outrigger Bd.*

of Governors v. Superior Court (1980) 103 Cal.App.3d 573, 578-79. This process includes preliminary approval, notice to class members, and a final fairness and approval hearing, where class members may be heard regarding the settlement. *Id*. Now that the Settlement Administrator has provided notice to the Settlement Class, Plaintiffs respectfully request that the Court grant final approval of the Settlement as fair, adequate, and reasonable.

1. The Settlement Was Reached Through Arm's-Length Negotiations

A settlement is presumptively fair when it is reached through arm's-length bargaining, based on sufficient discovery and investigation to allow counsel and the Court to act intelligently, involves experienced counsel, and faces minimal objections. *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1802. A trial court has broad discretion in determining whether a proposed settlement is fair under the circumstances. *Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438. The primary concern in exercising this discretion is ensuring that the settlement is "fair, adequate, and reasonable." *Dunk, supra*, 48 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider include:

> [T]he strength of Plaintiffs' case, the risk, expense, complexity, and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed 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.

Id. These factors require balancing, are non-exhaustive, and should be tailored to each case, giving due regard to "what is otherwise a private consensual agreement between the parties." *Id*.

"In the context of a settlement agreement, the test is not the maximum amount Plaintiffs might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the circumstances." *Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 250. Settlements inherently involve compromise, and even those providing substantially narrower relief than might be obtained at trial can be reasonable because "the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation." *Id*. (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc*., 455 F.2d 101, 109 (7th Cir. 1972)).

Here, the Settlement resulted from extensive arm's-length negotiations between experienced counsel with the assistance of a well-respected and experienced neutral mediator. The Settlement is fair, adequate, and reasonable for all Class Members. While Plaintiffs maintain that the claims are meritorious, Plaintiffs acknowledge the substantial risks and uncertainty in proceeding with class certification and eventually trial, which justify a downward departure from the maximum exposure that Plaintiffs calculated each claim carried.

As detailed in Plaintiffs' Motion for Preliminary Approval, Defendant contends that any bonus payments made to Class Members were purely discretionary and, therefore, properly excluded from the regular rate of pay. *See e.g., Culley v. Lincare, Inc.*, 236 F.Supp.3d 1184, 1190 (E.D. Cal. 2017); Moen Decl., ¶ 19. As such, Defendant contends that Plaintiffs' regular rate miscalculation claim fails on the merits. *Id*. Further, Defendant asserts that this claim is unmanageable, as it requires individualized inquiries into whether each bonus payment made by Defendant was discretionary or non-discretionary, resulting in a series of mini-trials. *Id*.

As to Plaintiffs' meal period allegations, Defendant argues it maintained lawful meal period policies/practices during the Class Period. Moen Decl., ¶ 20. Defendant asserts that it provided all employees with all timely meal periods to which they were entitled, and allowed employees leeway and discretion on when to take their meal, such that decisions to delay or interrupt their meal period were not done at the direction of Defendant, but rather by employee choice. *Id*. Defendant further asserts that employees signed second meal period waivers for shifts shorter than 12.0 hours in length, and therefore anytime an employee worked in excess of 10.0 hours without taking a second meal period it was due to employee choice and waiver. *Id*. Defendant also contends that Plaintiffs' meal period claim is not suited for class certification as individual inquiries would be required to assess whether employees chose to work through meal periods, which could be dependent on their location, job title, and manager resulting in an unmanageable series of mini-trials. *Id*.

As to Plaintiffs' rest period claim, Defendant maintains it authorized and permitted the Settlement Class members to take all lawful rest periods to which they are entitled throughout the Class Period. Moen Decl., ¶ 21. Defendant further asserts it does not require employees to remain on premises during their rest periods, and that Plaintiffs were relying on an out-of-date policy that had been discontinued prior to the start of the liability period. *Id*. Defendant also asserts that this claim is unmanageable and not suited for class certification, as it requires individualized inquiries into whether each employee was authorized and permitted to take a lawful rest period and on which days, which Defendant argues Plaintiffs will be unable to substantiate with any common, documentary evidence, as rest periods are not required to be recorded, resulting in an unmanageable series of mini-trials. *Id*.

In response to Plaintiffs' off-the-clock claims, Defendant maintains that its COVID-19 temperature check policy was lawful and did not result in any unpaid minimum and overtime wages. Moen Decl., ¶ 22. Specifically, Defendant asserts that it was an early adopter of COVID-19 protection measures and, at all times while its COVID-19 policies were in place, it ensured that timeclocks were located in an area where employees could clock in before undergoing a temperature check. *Id*. Defendant also asserts that this claim is unmanageable and not suited for class certification, as it requires individualized inquiries into whether each employee was permitted to and/or required to clock in before undergoing temperature checks, which Defendant argues Plaintiffs will be unable to substantiate with any common evidence, resulting in an unmanageable series of mini-trials. *Id*.

As to Plaintiffs' derivative claims for wage statement, waiting time, and PAGA penalties, Defendant argues that these claims fail if the underlying claims fail. Moen Decl., ¶ 23; *see Price v. Starbucks Corp*. (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Defendant also asserts that Plaintiffs cannot establish that the alleged wage statement violations were "knowing and intentional", or that employees "suffered injury", as a result of the alleged violations, as required by Labor Code § 226(e) for the imposition of wage statement penalties. Moen Decl., ¶ 23; *see* Labor Code § 226(e)(1). Additionally, Defendant contends that its good faith defenses to Plaintiffs' underlying claims preclude waiting time penalties, which require a "willful" failure to pay wages, and that the Court would likely exercise its discretion to substantially reduce any PAGA penalties awarded. Moen Decl., ¶ 23; *see* 8 Cal. Code Regs. § 13520 ("[A] good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203."); Labor Code § 2699(e)(2); *Naranjo v. Spectrum Sec. Servs., Inc*. (2023) 88 Cal.App.5th 937; *Thurman v. Bayshore Transit Mgmt., Inc*. (2012) 203 Cal.App.4th 1112, 1135; *Carrington v. Starbucks Corp*. (2018) 30 Cal.App.5th 504 (affirming reduction of PAGA penalties to 10% of exposure).

These considerations heavily influenced the Settlement negotiations and confirm that the Settlement is fair, adequate, and reasonable given the risks of continued litigation. As detailed in Plaintiffs' Motion for Preliminary Approval, Plaintiffs and Class Counsel carefully vetted the claims at issue and conducted a detailed analysis of Defendant's data to determine the calculated damages figures. It was only after this comprehensive analysis that the Parties participated in a mediation and ultimately accept the mediator's proposal for the Settlement after months of additional negotiations. Thus, while these risks are not exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable.

2. Settlement Compensation Is Fair, Adequate, and Proportional

Phoenix will calculate Class Member Payments based on the proportionate number of workweeks worked by each participating Settlement Class member during the Class Period. *See* Settlement, ¶ 48(a)-(b). The value of each workweek will be calculated by dividing the Net Settlement Value by the total number of workweeks worked by all Class Members. *Id*. Each Class Member's payment will then be determined by multiplying this value by the number of workweeks they personally worked. *Id*. In addition, 25% of the PAGA penalties (i.e., $25,000.00) will be distributed to all 1,788 Aggrieved Employees. *See id*., ¶ 47(a)-(c). The per-pay-period value will be calculated by dividing the $25,000.00 PAGA Employee Amount by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. *Id.* Each Aggrieved Employee's individual PAGA Settlement Share will then be calculated by multiplying that per-pay-period value by the number of pay periods they worked during the PAGA Period. *Id.*

This distribution methodology fairly compensates Settlement Class Members and Aggrieved Employees in proportion to the extent of their alleged exposure to wage and hour violations, with higher payments allocated to those who worked more weeks or pay periods during the relevant time period. The formula is directly tied to the damages and penalties that employees could have recovered at trial and is therefore fair, adequate, and reasonable.

3. The 100% Participation Rate Supports Final Approval

The Settlement Class Members' response to the Settlement is a relevant factor in determining whether it merits final approval. *Dunk, supra*, 48 Cal.App.4th at 1801. Moreover, the absence of objections and requests for exclusion supports a presumption of fairness. *See 7-Eleven Owners for Fair Franchising v. Southland Corp*. (2000) 85 Cal.App.4th 1135, 1152-53 (finding that 9 objections and 80 opt-outs from a class of 5,454 demonstrated a "particularly impressive" favorable response). Here, zero Class Members objected to or opted out from the Settlement, resulting in a 100% participation rate. Gonzalez Decl., ¶¶ 7-10. This overwhelmingly positive response further confirms that the Settlement is fair, adequate, and reasonable.

C. The Requested Attorneys' Fee Award Is Reasonable as a Percentage of the Gross Settlement Value Confirmed by a Lodestar Cross-Check

Plaintiffs and the Settlement Class are entitled to recover attorneys' fees and costs for their wage claims. *See* Labor Code §§ 226(e), 1194, and 2699(g). A fee award is justified when legal action produces benefits through a voluntary settlement. *See, e.g., Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1290-91; *Westside Community for Independent Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 352-53; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 (finding that "when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund.").

California state and federal courts routinely award one-third of the settlement fund in class actions. *See Chavez v. Netflix, Inc*. (2008) 162 Cal.App.4th 43, 66, fn. 11; *Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 254 (recognizing the "percentage of recovery" method); *In re Pacific Enterprises Securities Litig*., 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award). The California Supreme Court has also endorsed the "percentage of fund" method. *See Laffitte v. Robert Half Int'l, Inc*. (2016) 1 Cal.5th 480, 506 (holding that the percentage method is a valuable tool and aligns attorney incentives with class interests). Specifically, the *Laffitte* Court reasoned:

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

Id., at 503 (internal citation omitted); *see also Rawlings v. Prudential-Bache Properties, Inc*., 9 F.3d 513, 516 (6th Cir. 1993) (holding that the percentage of fund method better reflects results achieved than the lodestar method and encourages early settlement); *In re Rite Aid Corp. Securities Litig*., 396 F.3d 294, 300 (3d Cir. 2005) ("The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure.").

This is consistent with Class Counsel's experience in similar wage-and-hour class action matters. Moen Decl., ¶ 24. Here, Class Counsel's fee request of $716,666.67,[3] representing one-third of the GSV, is the same percentage sought in *Laffitte*, and is fair and reasonable based on the percentage of the recovery method. *Id*.

In *Laffitte*, the California Supreme Court held that trial courts have discretion to assess the reasonableness of fee awards with tools such as the "lodestar cross-check," whereby the trial court calculates counsel's lodestar and determines whether the "lodestar multiplier" needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte,* 1 Cal.5th at 503-06. Under the lodestar method, the court multiplies the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates, then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the contingent nature of the case and the degree of success achieved. *See Serrano, supra*, 20 Cal.3d at 48-49; *Ketchum v. Moses*, (2001) 24 Cal.4th 1122, 1132-36; *Thayer v. Wells Fargo Bank*, (2001) 92 Cal.App.4th 819, 834 ("There is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation").

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[3] Class Counsel have entered into a written fee-splitting agreement. Plaintiffs were fully notified of the fee-splitting agreement in writing and consented to the fee-splitting agreement in writing, in compliance with California Rules of Professional Conduct, Rule 1.5.1. Moen Decl., ¶ 24.

Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *Coalition for L. County Planning etc. Interest v. Bd. of Supervisors*, (1977) 76 Cal.App.3d 241, 251 (approving multiplier of approximately 12.8). In class and representative actions, where the value of the benefit conferred "can be monetized with a reasonable degree of certainty," a court may "adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Consumer Privacy Cases*, (2009) 175 Cal.App.4th 545, 557.

In this case, Plaintiffs' counsel has a lodestar of approximately $458,697.50, which results in a reasonable 1.56 multiplier compared to the $716,666.67 fee request. Moen Decl., ¶ 25. A summary showing the number of hours of work performed by each attorney and paralegal is set forth below. *Id*. The billing rates used are reasonable in view of the evidence submitted herewith, and have been previously approved by various courts throughout California.[4] *Id*., ¶ 2-7, 24-26, Exhibit 4 (2025 *Laffey* Matrix); Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-14; Declaration of Fletcher W. Schmidt ("Schmidt Decl."), ¶¶ 2-9; Bokhour Decl., ¶¶ 3-14, 18-24; Declaration of Joshua Falakassa ("Falakassa Decl."), ¶¶ 2-8, 14-20; Gould Decl., ¶¶ 3-6, 13-17; Aroeste Decl., ¶¶ 3-15; Draper Decl., ¶¶ 4-13.

Name	**Rate**	**Hours**	**Pre-Multiplier Lodestar**
Paul K. Haines (19th Year Attorney)	$925	70.5	$65,212.50
Fletcher W. Schmidt (13th Year Attorney)	$825	81.1	$66,907.50
Matthew K. Moen (10th Year Attorney)	$725	89.3	$64,742.50
Mehrdad Bokhour (13th Year Attorney)	$700	85.0	$59,500.00

[4] When setting rates, courts should utilize attorneys' "current" rates, i.e., their rates at the time of the fee application. This accounts for the delay in receiving payment, as well as lost interest and inflation. *See Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 584 (approving use of present-day rates to account for the delay in payment); *Pennsylvania v. Delaware Valley Citizens' Council for Clean Air* (1987) 483 U.S. 711, 716 ("In setting fees for prevailing counsel, the courts have regularly recognized the delay factor…by basing the award on current rates."); *Bouman v. Block*, 940 F.2d 1211, 1235 (9th Cir.1991) (affirming district court's use of current hourly rates).

Joshua Falakassa (12th Year Attorney)	$675	88.0	$59,400.00
The Gould Law Firm (35th & 19th Year Attorneys)	$800	45.2	$36,160.00
Joseph Lavi (25th Year Attorney)	$1,000	30.0	$30,000.00
Vincent C. Granberry (14th Year Attorney)	$750	25.0	$18,750.00
Jeffrey M. Schwartz (17th Year Attorney)	$675	5.0	$3,375.00
Alexander J. Aroeste (6th Year Attorney)	$675	15.0	$10,125.00
James R. Hawkins (28th Year Attorney)	$900	5.0	$4,500.00
Isandra Fernandez (29th Year Attorney)	$850	20.0	$17,000.00
Anthony Draper (4th Year Attorney)	$475	35.0	$16,625.00
Firm Paralegals	$200	32.0	$6,400.00
Total Lodestar			$458,697.50

As discussed above, this case presented significant risks to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and for expending considerable effort, all while working on a pure contingency basis. Since the initiation of this lawsuit, Class Counsel has expended more than $53,583.40 in litigation costs and devoted substantial time to this litigation without receiving any compensation to date. Moen Decl., ¶ 26, Exhibit 3; Bokhour Decl., ¶ 25; Gould Decl., ¶ 18, Exhibit 1; Aroeste Decl., ¶ 16-17, Exhibit 1; Draper Decl., ¶ 15, Exhibit 1. Class Counsel's efforts include conducting pre-filing investigation, analyzing Plaintiffs' claims, conducting legal research and analysis, reviewing class documents and data produced by Defendant, extensively reviewing and evaluating the produced timekeeping and payroll records with the assistance of a retained expert to build a comprehensive damages model, preparing for and attending mediation, months of continued settlement negotiations following the adjournment of mediation, negotiating and drafting the long-form Settlement Agreement and Class Notice documents, preparing the Motions for Preliminary and Final Approval, overseeing the Notice process, and otherwise litigating the case. *Id*. Class Counsel will also expend future attorney time attending the hearing on this Motion, overseeing the disbursement process, and reviewing and filing the Settlement Administrator's final accounting declaration with the Court, among other tasks. Moen Decl., ¶ 26; Bokhour Decl., ¶¶ 3-14, 18-24; Falakassa Decl., ¶¶ 2-8, 14-20; Gould Decl., ¶¶ 3-6, 13-17; Aroeste Decl., ¶¶ 3-15; Draper Decl., ¶¶ 4-13 Given the considerable potential for adverse outcomes in this case, including, but not limited to, losing on class certification, the contingent risk borne by Class Counsel was great. The quality of Class Counsel's work, and the efficacy and dedication with which it was performed, should be equivalently compensated.

As discussed above, this case presented significant risks to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and for expending considerable effort, all while working on a pure contingency basis and devoting substantial time to this litigation without receiving any compensation to date.

Class Counsel's previous experience in litigating wage and hour class actions also supports the reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and hour class action litigation and collectively bring decades of wage-and-hour class and representative action litigation experience. *See* Moen Decl., ¶¶ 2-7; *see also generally* Haines Decl.; Schmidt Decl.; Bokhour Decl.; Falakassa Decl.; Gould Decl.; Aroeste Decl.; Draper Decl. Class Counsel have also been certified as class counsel in numerous other cases in both State and federal court. *Id*. Class Counsel's experience in similar matters was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. Because it is reasonable to compensate Class Counsel equal with their skill, reputation, and experience, the requested fee award of one-third of the GSV is fair and reasonable and should therefore be approved.

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D. **The Requested Cost Reimbursement Warrants Final Approval**

Class Counsel incurred and respectfully requests reimbursement of $53,583.40 in actual litigation costs, which is more than $6,000 *less* than the $60,000.00 amount preliminarily approved by the Court in the Settlement Agreement. *See* Moen Decl., ¶ 27, Exhibits 1 and 3;[5] Bokhour Decl., ¶ 25; Gould Decl., ¶ 18, Exhibit 1; Aroeste Decl., ¶ 16-17, Exhibit 1; Draper Decl., ¶ 15, Exhibit 1; Settlement, ¶ 36. The unclaimed portion of litigation costs will be distributed to Settlement Class Members as part of the NSV. *Id*. Class Counsel's request is fair, adequate, and reasonable, as all costs are documented and reasonably incurred. Moen Decl., ¶ 18, Exhibit 3; Bokhour Decl., ¶ 25; Gould Decl., ¶ 18, Exhibit 1; Aroeste Decl., ¶ 16-17, Exhibit 1; Draper Decl., ¶ 15, Exhibit 1. Moreover, the costs Plaintiffs seek to reimburse are the types of costs routinely approved by courts. *See, e.g., Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19 (counsel may recover "those out-of-pocket expenses that would normally be charged to a fee-paying client"); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at *3 (N.D. Cal. 2011) ("costs of reproducing pleadings, motions, and exhibits are typically billed by attorneys to their fee-paying clients" and are reimbursable); *Trustees of Const. Industry & Laborers Health & Welfare Trust v. Redland Ins. Co*. (9th Cir. 2006) 460 F.3d 1253, 1258-59 (legal research costs are reimbursable); *In re Immune Response Securities Litig*. (S.D. Cal. 2007) 497 F.Supp.2d 1166, 1177-78 (mediation expenses, legal research, copies, postage, filing fees, messenger, and overnight delivery costs are reimbursable).

Notably, not a single Settlement Class Member objected to the Settlement, including Class Counsel's request for up to $60,000.00 in litigation cost reimbursement. Gonzalez Decl., ¶ 8. Because the requested expenses were reasonably incurred, and no objections were raised, the Court should grant Class Counsel's request for $53,583.40 in actual litigation cost reimbursement.

E. **The Court Should Finally Approve the Settlement Administration Costs**

Plaintiffs also request that the Court approve $21,000.00 in administration costs to

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[5] Class Counsel retained Berkeley Research Group to perform all expert analyses and class-wide damages exposure for this case. Copies of all expert invoices received by Class Counsel are being submitted herewith in support of this Motion. Moen Decl., ¶ 28, Exhibit 5 (Expert Invoices).

Phoenix Class Action, LLC, the Court-appointed Settlement Administrator. Moen Decl., ¶ 29; Gonzalez Decl., ¶ 15, Exhibit B. As detailed in the Declaration of Mayra Gonzalez, Phoenix performed all essential duties required to administer the Settlement and implement the Court-approved Notice process. Specifically, Phoenix verified and updated mailing addresses based on the class data provided by Defendant, formatted and mailed Notice Packets to all 1,934 Class Members, calculated each Class Member Payment, and provided the Parties with regular status updates throughout the notice period, and otherwise administered the Settlement. *See generally* Gonzalez Decl. Phoenix also performed additional administrative tasks necessary to effectuate the Settlement, including handling skip tracing, exclusion tracking, and dispute resolution procedures. *Id*. Accordingly, the requested administration costs are fair, reasonable, and consistent with the scope of work required under the Settlement and should be finally approved.

F. <u>The Court Should Approve the Requested Enhancement Awards</u>

Courts routinely approve service payments to compensate named plaintiffs for their efforts and the risks they assume in class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding service payments for efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294 (approving a $50,000.00 service payment). The Court may award service awards "to compensate [Plaintiffs] for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action. *Id*. at 958-59. The common law in both California state and federal courts has long recognized the important function of enhancement payments to incentivize plaintiffs to bring class actions to vindicate others' rights. *See Cellphone Termination Fee Cases* (2010) 186 Cal.App.5th 1380, 1394 (stating that the question of whether a class representative was entitled to a service award was answered in the affirmative in *Clark v. American Residential Services, LLC*, (2009) 175 Cal.App.4th 785).

Here, Plaintiffs seeks Class Representative Enhancement Awards in the amount of $10,000 for the named plaintiffs John Ledbetter, Robert Aaron, Joseph Hicks, and Antonio Segovia, and $5,000.00 for the named plaintiffs Willliam Shearer, David Lamount Gayles, and Josue Buenrostro, which are reasonable given Plaintiffs' substantial efforts in this case, the risks they undertook on behalf of the Settlement Class, and their agreement to a general release of claims, including a waiver of California Civil Code § 1542. Moen Decl., ¶ 30; Ledbetter Decl., ¶¶ 5-14; Aaron Decl., ¶¶ 5-14; Segovia Decl., ¶¶ 5-7; Hicks Decl., ¶¶ 3-9; Shearer Decl., ¶¶ 4-8; Gayles Decl., ¶¶ 3-8; Buenrostro Decl., ¶¶ 3-8; Settlement, ¶ 65. The heightened awards sought for plaintiffs John Ledbetter, Robert Aaron, Joseph Hicks, and Antonio Segovia further serve to acknowledge the additional approximately two years that these four plaintiffs served as the named plaintiffs and proposed class representatives in this action, and the service they provided to the settlement class members during that time, prior to the filing of the additional actions against Defendant by Plaintiffs Shearer, Gayles and Buenrostro. Moen Decl., ¶ 30; Ledbetter Decl., ¶¶ 5-14; Aaron Decl., ¶¶ 5-14; Segovia Decl., ¶¶ 5-7; Hicks Decl., ¶¶ 3-9.

These amounts are well within the range of service awards regularly approved by this Court and courts throughout California. *See, e.g., Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior Court, Hon. Wilfred J. Schneider, Jr., presiding (awarding $10,000 enhancement awards to each of fourteen (14) named plaintiffs); *Arthur Barnes, et al. v. Target Corporation*, Case No. CIVDS2007761, San Bernardino County Superior Court, Hon. David S. Cohn, presiding (awarding $10,000 enhancement payments to each of three named plaintiffs); *Aaron Hallum, et al. v. FCA US, LLC*, Case No. CIVDS1936782, San Bernardino County Superior Court, Hon. Joseph T. Ortiz, presiding (awarding $10,000 enhancement payments to two named plaintiffs); *Jesse B. Quiroz v. Martinez Trucking & Logistics, Inc.*, Case No. CIVRS1304596, San Bernardino County Superior Court, Hon. Keith D. Davis, presiding (awarding $12,500 enhancement to named plaintiff); *Fidelina Rangel v. Forest River, Inc.*, Case No. CIVD1706616, San Bernardino County Superior Court, Hon. David Cohn, presiding (awarding $10,000 enhancement to the named plaintiff); *Anthony Controulis, et al. v. Anheuser-Busch, LLC*, Case No. BC518518, Los Angeles County Superior Court (awarding $10,000 enhancement payments to each of two named plaintiffs); *Damontae Levinston, et al. v. Commerce Distribution Company LLC, et al.*, Case No. 22STCV05730, Los Angeles County Superior Court (awarding $10,000 enhancement to each of four named plaintiffs); *Torres Dawson, et al. v. Wonderful Pistachios and Almonds, LLC*, Kern

County Superior Court, Case No. BCV-17-100848 (same); *Koreisz v. On Q Financial Inc.*, Ventura County Superior Court, Case No. 56-2018-00517126-CU-OE-VTA (same).

Plaintiffs' contributions to this case were extensive. Specifically, Plaintiffs searched for and gathered relevant documents and provided them to their attorneys for use in the lawsuit, provided factual information to their attorneys, held various phone calls with their attorneys to discuss the claims in the lawsuit and Defendant's policies and practices, assisted their attorneys to help prepare for mediation, made themselves available during the mediation to assist and answer questions posed by the mediator, reviewed and provided input regarding the settlement in this case, and otherwise assisted their attorneys in moving this case towards resolution. Moen Decl., ¶ 31; Ledbetter Decl., ¶¶ 5-14; Aaron Decl., ¶¶ 5-14; Segovia Decl., ¶¶ 5-7; Hicks Decl., ¶¶ 3-9; Shearer Decl., ¶¶ 4-8; Gayles Decl., ¶¶ 3-8; Buenrostro Decl., ¶¶ 3-8. Additionally, Plaintiffs undertook significant risks by agreeing to serve as the named Plaintiffs in this case (as potential employers can now search their names and determine they have previously sued an employer), and agreed to a general release of all claims subject to a waiver of California Civil Code § 1542, which is a broader general release than what other Class Members provided. *Id*.

Plaintiffs spent hundreds of hours performing these duties for the Settlement Class. Ledbetter Decl.; Aaron Decl.; Segovia Decl., ¶¶ 5-7; Hicks Decl., ¶¶ 3-9; Shearer Decl., ¶¶ 4-9; Gayles Decl., ¶¶ 3-8; Buenrostro Decl., ¶¶ 3-8. Plaintiffs' participation directly benefited the Settlement Class, as they would not be receiving compensation absent their decision to pursue these claims. Moen Decl., ¶ 31. Moreover, after receiving notice of the proposed Enhancement Awards, no Settlement Class Member objected. Gonzalez Decl., ¶ 8. Accordingly, given Plaintiffs' significant contributions to this case, the risks they undertook, and the lack of any objection from Settlement Class members, Plaintiffs' request for Enhancement Awards in the amount of $10,000 for the named plaintiffs John Ledbetter, Robert Aaron, Joseph Hicks, and Antonio Segovia, and $5,000.00 for the named plaintiffs Willliam Shearer, David Lamount Gayles, and Josue Buenrostro (totaling $55,000.00), is fair, reasonable, and justified and should be finally approved.

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V. **CONCLUSION**

For the foregoing reasons, Plaintiffs respectfully requests that the Court grant this Motion in its entirety and enter the [Proposed] Order Granting Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Awards, and Final Judgment, submitted herewith.

Dated: August 22, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________
Matthew K. Moen
Attorneys for Plaintiffs