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and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

Lucille Tinajero, individually and on behalf of all similarly situated individuals, Plaintiff, v. **Sequoia Medical Services, L.P.**, a California Limited Partnership; **Bell Crane Wood Leasing, LLC**, a Limited Liability Company; **Spencer J. Anderson**, an individual; and **Does 1-100**; Defendants.	CASE NO. VCU319687 [*Assigned for all purposes to the Hon. Russell Burke, Dept 7*] **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; ENHANCEMENT AWARD; REASONABLE ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF BARDIA A. AKHAVAN, NAVID BARAHMAND, AND NORMA AYALA IN SUPPORT THEREOF** <u>HEARING INFORMATION:</u> DATE: August 31, 2026 TIME: 8:30 a.m. DEPT: 7

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that, on August 31, 2026, at 8:30 a.m., or as soon thereafter as they may be heard in Department 7 of the Superior Court of the State of California for the County of Tulare, Visalia County Civic Center, Plaintiff Lucille Tinajero ("Plaintiff"), on behalf of herself and all others similarly situated and aggrieved, and as the preliminarily approved class representative of the Settlement Class, will and hereby do move for this Court for entry of an Order:

1. Finally certifying the Settlement Class;
2. Finally approving Plaintiff Lucille Tinajero as Class Representative;
3. Finally approving Navid Barahmand of Barahmand Law Group and Bardia A. Akhavan of Akhavan and Associates, as Class Counsel;
4. Finally approving the settlement claims under the terms set forth in the Joint Class Settlement & Release Agreement ("Settlement," "Agreement" or "Settlement Agreement");[1]
5. Finally approving payment of the Gross Settlement Amount of $150,000.00.[2]
6. Finally approving the payment of $3,750.00 for settlement administration to Apex Class Action LLC ("Apex"), from the Gross Settlement Amount;
7. Finally approving enhancement award of $5,000 to Plaintiff, in consideration for Plaintiff's extensive efforts in prosecuting this case;
8. Finally approving payment of reasonable attorneys' fees to Class Counsel in the amount of up to one-third (33.33%) of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement Agreement, amounts to $50,000.00;
9. Finally approving reimbursement of Class Counsel's costs in the amount of $20,000.00

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[1] A true and correct copy of the Settlement Agreement is attached without its exhibit(s) as Exhibit "1" to the Declaration of Bardia A. Akhavan for the Court's convenience.

[2] Defendants estimated that Class Members worked 2,705 Workweeks between March 26, 2021 through the date of the Court's Preliminary Approval of the Settlement. In the event the number of Workweeks during the Class Period increases by more than 10% of 2,705 Workweeks worked during this period (i.e., if there are 2,976 or more workweeks), then the Gross Settlement Amount shall be increased proportionally by the number of Workweeks in excess of 2,976 Workweeks (2,705 Workweeks + 271 Workweeks), multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount by 2,705 Workweeks. The Parties agree that the Workweek Value amounts to a $55.45 per Workweek ($150,000.00 / 2,705 Workweeks). Thus, for example, should there be 3,000 workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $1,330.80 ((3,000 Pay Periods – 2,976 Pay Periods) x $55.45 per Workweek), unless Defendant elects to shorten the Class Period.

from the Gross Settlement Amount;

10. Finally approving PAGA penalties in the amount of $20,000.00, sixty-five percent (65%) or $13,000.00 of which will be paid to the Labor and Workforce Development Agency ("LWDA") out of the Gross Settlement Amount and twenty-five percent (35%) or $7,000.00 of which will be distributed to "Aggrieved Employees," defined as all members of the Settlement Class employed by Defendant in California at any time during the "PAGA Period," defined January 9, 2024 through January 26, 2026.

11. Entering a Final Judgment consistent with the terms of the Settlement Agreement.

Good cause exists for granting this Motion in that the proposed settlement is fair, reasonable, and adequate.

This Motion will be based on this Notice of Motion, the Memorandum of Points and Authorities filed herewith, the Declarations of Bardia A. Akhavan, Navid Barahmand, Norma Ayala, and Lucille Tinajero, exhibits attached thereto, argument of counsel and upon such other material contained in the file and pleadings of this action, including, without limitation, any and all documents submitted in support of Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement ("Motion for Preliminary Approval").

Dated: July 31, 2026

AKHAVAN & ASSOCIATES.

BY: B. Akhavan

BARDIA A. AKHAVAN

Attorneys for Plaintiff, on behalf of herself and all others similarly situated and aggrieved

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Lucille Tinajero ("Plaintiff"), on behalf of herself and all others similarly situated and aggrieved, seek final approval of a proposed settlement of this wage-and-hour class action and representative action (the "Action") under the Labor Code Private Attorneys General Act, codified at Labor Code section 2698, *et seq.* ("PAGA"), against defendants Sequoia Medical Services, L.P.; Bell Crane Wood Leasing, LLC; and Spencer J. Anderson (collectively "Defendant"). As this court previously found in preliminarily approving the Class and PAGA Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement") on January 26, 2026, the Settlement provides a substantial benefit to the settlement class in the form of monetary compensation, particularly in light of the obstacles to certification had the case proceeded on a class basis, the risks in succeeding on the merits even if the matter had been certified on any theory, potential issues of manageability of the Action on a class and/or PAGA basis, and the discretionary nature of the award of civil penalties under PAGA.

Pursuant to the terms of the Settlement Agreement, and as set forth in the Declaration of Norma Ayala of Apex Class Action, LLC ("APEX" or "Settlement Administrator"), the Settlement Administrator issued a notice packet in English and Spanish to the settlement class on March 9, 2026. According to the Notice of Proposed Class and Representative Action Settlement and Date for Final Approval Hearing ("Class Notice"), a true and correct copy of which appears at Exhibit "A" of the Settlement Administrator's Declaration, the deadline for Class Members[3] to opt out or object to the settlement ("Response Deadline") was April 8, 2026. Pursuant to the Declaration of Norma Ayala, of the 46 Class Members on the Class List provided by Defendant to the Settlement Administrator, <u>zero (0) Class Members opted out of the Settlement, zero (0) have objected to the Settlement, and zero (0) have submitted any workweek dispute.</u> Therefore, 100% of Class Members are part of the settlement class. This is because the Settlement is plainly fair, reasonable, and

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[3] "Settlement Class," "Settlement Class Members" or "Class Members" defined as: all individuals employed by Defendant as non-exempt, hourly-paid employees in the State of California at any time between March 26, 2021 through January 26, 2026 ("Class Period").

adequate in light of the probable outcome of further litigation relating to liability and damages issues.

As this Court knows from the Motion for Preliminary Approval, Plaintiff and Defendant (collectively, the "Parties") were able to reach a settlement resolving the dispute in this matter after extensive factual and legal investigation and research; debate and exchange of documents and information that included review of time and pay records and analysis thereof with the aid of Plaintiff and expert consultants; an analysis of shifts and Workweeks worked by Class Members in the Class Period, analysis of the number of pay periods and number of Aggrieved Employees in the PAGA Period for calculating PAGA penalties, number of Class Members eligible for wage statement penalties and waiting time penalties; an analysis of Plaintiff's employment records; extensive correspondence and communication between counsel; a review of pleadings, evidence and rulings in similar actions litigated elsewhere in the state; a review of similar cases in the same industry elsewhere in the country; and preparation for and attendance at a full-day session of mediation; and negotiations thereafter to finalize the terms and conditions of the general settlement parameters agreed to by the Parties.

Specifically, Class Counsel – comprised of Navid Barahmand of Barahmand Law Group and Bardia A. Akhavan of Akhavan and Associates – concluded, after considering the sharply disputed factual and legal issues involved in the Action, including, without limitation, the obstacles to certification should the case have proceeded on a class basis; the risks in succeeding on the merits even if the matter had been certified on any theory; potential hurdles to manageability of the Action on a class or representative basis; and the discretionary nature of civil penalties under PAGA, on the one hand; and the substantial benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement Agreement, on the other hand; and that settlement on the terms set forth herein is in the best interest of the settlement class, and is fair, reasonable and adequate.

In summary, Class Counsel have achieved a great result in this litigation under the circumstances, embodied in the Settlement Agreement, achieving an average Individual Settlement Payment to the Class Members of approximately $1,114.13, with the highest estimated

Individual Settlement Payment to be approximately $3,710.02. The proposed class settlement provides substantial monetary benefit to Class Members and is a product of diligent, aggressive, and expeditious efforts of Class Counsel to obtain the best possible result for the Class Members, and this is evidenced by the fact that <u>zero (0) of 46 Class Members opted out and zero (0) submitted an objection.</u>

For all the reasons expressed herein, Plaintiff respectfully submits that the Settlement Agreement, already approved by this Court at the preliminary approval proceedings, meets the applicable criteria for this Court's final approval, and that it is fair, adequate, reasonable and in the best interest of the settlement class. Accordingly, final approval of the class action and representative action should be granted pursuant to Code of Civil Procedure section 382, rule 3.769 of the California Rules of Court, and Labor Code section 2699, subdivision (l)(1).

II. PROCEDURAL HISTORY

On March 26, 2025, Plaintiff commenced this Action by filing a complaint alleging causes of action against defendants Sequoia Medical Services, L.P.; Bell Crane Wood Leasing, LLC; and Spencer J. Anderson (collectively "Defendant"), for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to provide and maintain accurate records; (6) failure to reimburse necessary business expenses; (7) PAGA penalties; and (8) violation California Business & Professions Code §§17200, et seq.[4]

Also, on January 9, 2025, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations ("PAGA Notice").

On August 20, 2025, the Parties participated in an all-day mediation presided over by Abe Melamed, which led to the Agreement to settle the Action. As part and parcel to the Settlement, the

[4] Pursuant to the Parties' Settlement Agreement, the Parties entered into a Stipulation granting Plaintiff leave to file an Amended Complaint which includes an additional cause of action for Failure to Timely Pay All Wages Due Upon Termination/Waiting Time Penalties, California Labor Code 201-203. Said Stipulation is currently awaiting the Court's entry of Order.

Parties agreed to stipulate to Plaintiff filing a First Amended Complaint in the Class Action to conform the pleadings with the scope of the Released Claims, specifically to add a cause of action for waiting time penalties under Labor Code section 203.

On January 26, 2026, this Court preliminarily approved the Settlement and ordered administration of the Class Notice for feedback from Class Members. The Settlement Administrator, on March 9, 2026 administered the class notice in English and Spanish, providing Class Members until April 8, 2026 to opt-out or submit a written objection. In response, zero (0) of 46 Class Members opted-out of the Settlement and zero (0) of 46 Class Members objected to the Settlement.

III. TERMS OF THE SETTLEMENT

The terms of the Settlement are as follows:

- Certification of a class ("Settlement Class," "Settlement Class Members" or "Class Members") defined as: all individuals employed by Defendant as non-exempt, hourly-paid employees in the State of California at any time between March 26, 2021 through January 26, 2026 ("Class Period").
- Defendant will pay $150,000.00 ("Gross Settlement Amount") to resolve the matter.
- Defendant represents that there are approximately 2,705 Workweeks worked during the Class Period. In the event the number of Workweeks during the Class Period increases by more than 10% of 2,705 Workweeks worked during this period (i.e., if there are 2,976 or more workweeks), then the Gross Settlement Amount shall be increased proportionally by the number of Workweeks in excess of 2,976 Workweeks (2,705 Workweeks + 271 Workweeks), multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount by 2,705 Workweeks. The Parties agree that the Workweek Value amounts to a $55.45 per Workweek ($150,000.00 / 2,705 Workweeks). Thus, for example, should there be 3,000 workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $1,330.80 ((3,000 Pay Periods – 2,976 Pay Periods) x $55.45 per Workweek), unless Defendant elects to shorten the Class Period.

- Defendant will pay the employer's share of taxes separate and apart from the Gross Settlement Amount.
- This is a non-reversionary settlement.
- Class Members will be paid their pro rata share of the class action settlement based on the total number of Workweeks worked during the Class Period.
- The Settlement Administration costs, estimated not to exceed $10,000, will be paid out of the Gross Settlement Amount.
- Class Counsel, comprised of Akhavan & Associates and Barahmand Law Group, may apply for, and Defendant will not oppose, attorneys' fees of up to one-third of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement Agreement, amounts to $50,000.00, and actual costs, not to exceed $20,000.00, all of which will be paid out of the Gross Settlement Amount.
- Class Counsel hereby apply for, and Defendant will not oppose, a service award of up to $5,000.00 to Plaintiff, which will be paid out of the Gross Settlement Amount.
- "Aggrieved Employees" means all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the period from January 9, 2024 January 26, 2026 ("PAGA Period").
- Defendant has agreed to pay $20,000.00 as PAGA penalties, sixty-five percent (65%) or $13,000.00 of which will be paid to the LWDA out of the Gross Settlement Amount, and thirty-five percent (35%) or $7,000.00 of which will be distributed to the Aggrieved Employees.
- For any Class Member or Aggrieved Employee check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing) the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384.

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IV. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT BECAUSE IT IS FAIR, ADEQUATE AND REASONABLE

"In approving the settlement of a class action, a court exercises its discretion in determining whether the settlement is fair and reasonable." (*Oldham v. California Capital Fund, Inc.* (2003) 109 Cal.App.4th 421, 431; *see also Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 244-245.) A presumption of fairness exists where: (1) the settlement is reached through arms'-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794 (citing *Newberg on Class Actions* §11.41 (31d ed. 1992)); *see also Wershba*, 91 Cal.App.4th at 245; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52.) Where there is no extrinsic evidence of fraud or collusion, the Court should assume that settlement negotiations were conducted in good faith. (Newberg on Class Actions (3rd ed.), § 11.51.)

A. The Settlement is the Product of Arm's-Length and Informed Negotiations

The Settlement that has been reached, subject to this Court's approval, is a product of substantial efforts by the Parties and their counsel. The Settlement was reached after extensive factual and legal investigation and research; debate an exchange of documents and information that included review of time and pay records and analysis thereof with the aid of Plaintiff and expert consultants; requesting responses from putative Class Members to numerous questionnaires and distilling the information received; an analysis of shifts and Workweeks worked by Class Members in the Class Period, analysis of the number of pay periods and number of Aggrieved Employees in the PAGA Period for calculating PAGA penalties, number of Class Members eligible for wage statement penalties and waiting time penalties; an analysis of Plaintiff's employment records; extensive correspondence and communication between counsel; a review of pleadings, evidence and rulings in similar actions litigated elsewhere in the state; a review of similar cases in the same industry elsewhere in the country; and preparation for and attendance at a full-day session of mediation; and months of negotiations thereafter to finalize the terms and conditions of the general settlement parameters agreed to by the Parties. The settlement amount is a compromise figure. It considered the risks related to certifiability, liability, and manageability.

Class Counsel and Defendant's Counsel aggressively advanced the Parties' respective positions through the litigation and settlement negotiations. The negotiations were conducted, as discussed herein, after considerable investigation and analysis by capable and experienced Class Counsel. Class Counsel and Plaintiff have concluded that it is in the best interest of the Class Members to settle this class action for the substantial benefit obtained for the Class Members under the Settlement Agreement and the costs inherent in extensive additional discovery. As such, the Parties ultimately recognized that the inherent expense, delay, and uncertainty of trial present a real danger that an ultimate victory by either side may be of substantially less value than the Settlement.

B. The Settlement was Reached after Extensive Litigation, Factual Investigation and Legal Analysis of the Class Claims

Counsel for the Parties engaged in extensive informal discovery, investigation, and discussions about the strengths and weaknesses of the claims and defenses, including a full-day session of mediation. This yielded information and documentation concerning the claims set forth in the Action. Defendant provided sufficient information to determine the number of Class Members in the Class Period, the number of Class Members in the Class Period who would be eligible for PAGA penalties, the number of pay periods in the Class Period, Class Members' average rates of pay, penalties for wage statement violations, waiting time penalties and unpaid wages. Class Counsel were also provided with and painstakingly reviewed and analyzed voluminous corresponding time and payroll records, as well as policies and procedures in effect during the Class Period. The foregoing analysis permitted Class Counsel to analyze, among others, the number of late, or unprovided meal periods and rest periods, and the sufficiency of Defendant's meal and rest period policies. In addition, counsel for the Parties have investigated the law as applied to the facts discovered regarding the alleged claims of Plaintiff and potential defenses thereto, and the potential damages claimed by Plaintiff.

Based on this thorough investigation of the facts, Class Counsel believe that the Gross Settlement Amount of $150,000.00 is not only within the reasonable standard but constitutes an excellent result as it has been shown by the fact that 100% of Class Members are participating in the settlement and zero (0) are objecting to it. Furthermore, in light of the inherent difficulty and risks of litigation, the proposed settlement terms herein are eminently reasonable. It is equally well settled that a proposed settlement is not to be measured against a hypothetical ideal result that might have been achieved. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1150, quot. *Linney v. Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242 ["This court has aptly held that it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators."]; *Cotton v. Hinton* (5th Cir. 1977) 559 F.2d 1326, 1330, quot. *Milstein v. Werner* (S.D.N.Y. 1972) 57 F.R.D. 515, 524-525 ["The trial court should not make a proponent of a proposed settlement 'justify each term of settlement against a hypothetical or speculative measure of what concessions might have been gained; inherent in compromise is a yielding of absolutes and an abandoning of highest hopes."].)

Given the nature of any litigation, especially class action litigation, further litigation would involve extensive written discovery, numerous depositions, expert discovery, discovery disputes, class certification and summary judgment and/or summary adjudication motions. This case would be particularly time-consuming and expensive given Plaintiff's claims that Class Members were not given regular thirty-minute meal periods, meal periods were often interrupted and not duty-free, as well as failure to provide regular, uninterrupted rest periods, among other claims. Further litigation of these claims would likely have seen the deposition of tens of Class Members to achieve certification or defend against attempts of decertification. Moreover, proving any individual damages would be a lengthy and burdensome process. Thus, after carefully analyzing Plaintiff's claims, Class Counsel and Plaintiff concluded that this Settlement is in the best interest of the Settlement Class.

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C. Plaintiff's Case Contains Significant Risks

As set forth at length above, in contrast to the certain financial benefits that the proposed Settlement provides to the Settlement Class, continued litigation of this Action would involve substantial risks for the Settlement Class. Defendant asserted a number of potentially dispositive defenses and could potentially pursue summary judgment with regard to one or more of these defenses should the litigation continue, including the contention that Plaintiff's unpaid wages claims are purely speculative, among others.

While Class Counsel believe that there is a strong possibility that they would ultimately have prevailed in a motion for class certification and trial in this case, the result is, by nature, highly uncertain. Class Counsel therefore recognized that the prospects of certification and liability are far from certain, and the risks of litigation are substantial. If Defendant successfully opposed certification, prevailed on the merits, proved that the Action was not manageable, and/or avoided imposition of discretionary penalties under PAGA, a judgment would be entered for Defendant, and the Settlement Class would receive nothing. The proposed Settlement, in contrast, offers significant value to the Settlement Class that fairly and reasonably accounts for the very real risks of continued litigation.

D. The Settlement Provides Substantial Benefits to the Settlement Class

The relief provided to the Settlement Class by this Settlement is significant and substantial. As noted above, 100% of the Class Members have agreed to participate in the Settlement and none have objected. Moreover, based on the Settlement Administrator's analysis, the average Individual Settlement Payment to each Participating Class Member is estimated at $1,114.13, and the highest Individual Settlement Payment to a Participating Class Member is estimated at $3,710.02. Accordingly, the Settlement Agreement provides a significant benefit to the Settlement Class.

E. Class Counsel are Experienced Class and PAGA Action Litigators

Class Counsel, comprised of Navid Barahmand of Barahmand Law Group and Bardia A. Akhavan of Akhavan and Associates, are respected members of the California Bar, with a strong record of vigorous and effective advocacy for clients and are experienced in handling complex class action litigation as indicated in the declarations in support of this motion. Class Counsel have filed motions for class certification in contested class actions in the past and have been appointed class counsel on tens of wage-and-hour class actions. Class Counsel are also currently acting as lead counsel in tens of other wage-and-hour class actions and PAGA actions. Thus, as more fully detailed in the Declarations of Navid Barahmand and Bardia A. Akhavan, Class Counsel are sufficiently experienced and qualified to evaluate the Class Members' claims and viability of Defendant' defenses.

The recovery for each Class Member is well within the acceptable range for this type of action. Class Counsel were prepared to litigate the claims in this Action, but they strongly and unequivocally support the proposed Settlement as being in the best interest of the Settlement Class based on the circumstances referenced herein. This Settlement is favorable given that the Settlement Class will receive compensation promptly rather than facing uncertainties inherent in further litigation and waiting years for this Action to be tried. Furthermore, the Settlement Class has overwhelmingly supported the Settlement on the terms set forth in the Settlement Agreement, as evidenced by the 100% participation rate of the Settlement Class. Thus, this Settlement is highly favorable and in the best interests of the Settlement Class.

F. There are Zero Opt-Outs and Zero Objections

A lack of or small number of objections and opt-outs likewise indicates that the Settlement is fair, reasonable, and adequate. (*Laskey v. Intl Union* (6th Cir. 1981) 638 F.2d 954, 957 ["[s]ignificantly, only seven out of 109 made any kind of objection and the objections made indicated these employees did not want to compromise at all but wanted full benefits, rather than making any complaint directed to the adequacy of their legal representation"); *Shlensky v. Dorsey* (3rd Cir. 1979) 574 F.2d 131, 148 [concluding that settlement was fair where, among other things, "very few" class members objected]; *In re SmithKline Beckman Corp. Sec. Litig.* (E.D. Pa. 1990) 751 F. Supp. 525, 530 ["[t]he Court ordered that class members be notified by mail and publication, and not one has lodged an objection to the settlement's terms. Both the utter absence of objections and the nominal number of shareholders who have exercised their right to opt out of this litigation militate strongly in favor of approval of the settlement"].)

In the instant matter, zero (0) of 46 Class Members opted out of the settlement. In addition, there are zero (0) written objections submitted out of 46 Class Members. This reception by Class Members weighs strongly in favor of final approval.

G. Conclusion

In sum, all relevant factors support final approval of the settlement. The Parties engaged in a mediation at arm's-length and in good faith under the supervision of an experienced and well-respected mediator. Class Counsel also engaged in extensive investigation, discovery, and analysis of class claims. Moreover, Class Counsel, who are experienced class action litigators, strongly believe that this Settlement provides a great result to the Settlement Class under the circumstances, the result of analysis of time and payroll records, the policies at play, the strength of Plaintiff's claims and the chances of certification. Lastly, the fact that there have been *zero* objections filed and *zero* Class Members requested to opt-out of the settlement militates strongly in favor of approval of the Settlement. For the foregoing reasons, this Court should conclude that under the circumstances of this case, the proposed settlement is fair, adequate, and well within the range of reasonableness.

V. THE PAYMENT TO THE SETTLEMENT ADMINISTRATOR IS REASONABLE

The Settlement Administrator fulfilled its duty to prepare and send the Class Notice to all Settlement Class Members in English and Spanish. The Settlement Administrator has also prepared a report which details the efforts taken to reach Class Members, the number of opt-outs (or lack thereof) and objections received (or lack thereof), the total number of Class Members, and the number of Workweeks worked by Class Members, as well as the highest estimated payment, average estimated payment, and lowest estimated payment to be made to Class Members.

The Settlement Administrator's duties include: (i) preparing, translating, printing, and mailing the Notice of Proposed Class and PAGA Representative Action Settlement and Date for Final Approval Hearing ("Class Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of Workweeks each Class Member worked during the period from March 26, 2021 through the date of the Court's Preliminary Approval of the Settlement ("Class Period") and the number PAGA weeks that each Aggrieved Employee worked during the time period from January 9, 2024 through January 26, 2026 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Notice ("Requests for Exclusion"), written objections to the Class Notice ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Fund and the Settlement Award to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, Service Awards to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Class Notice or as the Parties mutually agree or as the Court orders.

The Settlement Administrator states that a fee of $3,750.00 is the total cost of administration of the Settlement, which is fair and reasonable. Thus, Plaintiff and Class Counsel request that the Court approve payment of the total cost of administration to APEX, to be deducted from the Gross Settlement Amount.

VI. <u>THE NAMED PLAINTIFF SHOULD BE AWARDED THE REQUESTED ENHANCEMENT AWARD</u>

Plaintiff, who served as named Plaintiff for the Class and Representative Action, and Class Counsel request that the Court finally approve enhancement award of $5,000.00 to Lucille Tinajero, from the Gross Settlement Amount for the time and effort they undertook in participating in the Action. Because a named plaintiff is an essential ingredient of any class action, an enhancement award is appropriate to induce individuals to step forward and assume the burdens and obligations of representing the class. In deciding the amount of an enhancement award for class representatives, relevant factors include the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation. (*Cook v. Niedert* (7th Cir. 1998) 142 F.3d 1004, 1015.)

Particularly, in employment class actions, such as discrimination or wage claims, the named plaintiff should be entitled to an enhancement award as an incentive to take the risks associated with pursuing employment claims on behalf of other employees. "We also think there is something to be said for rewarding those drivers who protect and help to bring rights to a group of employees who have been the victims of discrimination." *Thornton v. East Texas Motor Freight* (6th Cir. 1974) 497 F.2d 416, 420. The guiding standard in determining the amount of an incentive award is to evaluate the special circumstances, the personal risk attached to being a named plaintiff, the time spent assisting in the litigation, the factual expertise provided, other burdens suffered by the plaintiff, and the recovery. *Roberts v. Texaco* (S.D.N.Y. 1997) 979 F. Supp. 185, 201. Where the Plaintiff are a "present or past employee whose present position or employment credentials or recommendation may be at risk by reason of having prosecuted the suit, who therefore lends his or her name and efforts to the prosecution of litigation at some personal peril, a substantial enhancement award is justified." (*Id.*)

In the instant case, the named Plaintiff sacrificed greatly on behalf of the Settlement Class. Not only did she risk retaliation but decided to forego what may have been a larger recovery and surely would have been more expedient to benefit fellow Class Members. She provided first-hand knowledge and documentation as to Defendant's timekeeping practices; provided wage statements; and filled in key details regarding the entries thereon and answered key questions at pivotal moments throughout the litigation, including a full-day session of mediation. In addition, above and beyond the release being provided by other Class Members, Plaintiff provided to Defendant general release of claims and waiver of rights pursuant to Civil Code section 1542 as part of the settlement.

The enhancement award requested for Plaintiff is in line with the enhancement awards in similar wage-and-hour class actions considering the burden this Action has caused Plaintiff, the risk of retaliation they faced, the broader release she had to provide, the intrusive questioning to which they were subjected, the tens of hours contributed and the constant attention to this matter to remain abreast of current events as the class representatives. Considering that Plaintiff likely could have received greater amounts in a much faster fashion had they pursued their claims individually, and because the request is unopposed by Defendant, Class Counsel hereby request that this Court finally approve an enhancement award of $5,000.00 to Plaintiff.

VII. <u>THE REQUESTED ATTORNEYS' FEES AND COSTS ARE FAIR, REASONABLE AND APPROPRIATE</u>

Class Counsel's application for an award of attorneys' fees in an amount of up to one-third (33.33%) of the Gross Settlement Amount is fair and reasonable. The requested fee falls on the lower end of the Ninth Circuit's historical benchmark for attorneys' fees of 20% to 50% of a common fund and is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis.

Further, through the notice sent to the Settlement Class, all members of the Settlement Class were advised of the amount of attorneys' fees requested and zero (0) members of the Settlement Class objected to the Settlement and request for attorneys' fees. This is evidence of the Settlement Class's belief that the requested attorneys' fees percentage is reasonable.

The requested fees are very reasonable, and the results achieved for the Settlement Class are great. Class Counsel respectfully request that this Court enter an Order to that effect. Class Counsel seek a fee award calculated as a percentage of the total value of the Settlement Amount for the successful prosecution and resolution of this action. California state and federal courts have recognized that an appropriate method for determining an award of attorneys' fees is based on a percentage of the total value of benefits to the Settlement Class by the settlement. (*Laffitte v. Robert Half Int'l Inc.* (2016) [*Laffitte*] 1 Ca1.5th 480; *Serrano v. Priest* (1977) [*Serrano*] 20 Cal.3d 25, 34; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472 [*Boeing*], 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 577 F.2d 759, 769.) The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Id.* at 769.)

The California Supreme Court in *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, a wage-and-hour class action wherein class counsel obtained a $19 million non-reversionary settlement on behalf of the class, approved the use of the percentage of fund or common fund method to award 33.33% of the settlement amount or $6,333,333.33 to class counsel for attorneys' fees.

The Court stated:

> "[w]hatever doubts may have been created by Serrano III, supra, 20 Cal.3d 25, [], or the Court of Appeal cases that followed, we clarify today that use of the percentage method to calculate a fee in a common fund case, where the award

> serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion. We join the overwhelming majority of federal and state courts in holding that when class action litigation established a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created. The recognized advantages of the percentage 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."

1 Cal.5th 480, 503.

Under the "common fund" doctrine, "a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to reasonable attorneys' fee from the fund as a whole." (*Boeing*, *supra*, 444 U.S. 472 at 478.) The California Supreme Court explained: "The doctrine rests on the perception that persons who obtain the benefit of a lawsuit without contributing to its costs are unjustly enriched at the successful litigants' expense. Jurisdiction over the fund involved in the litigation allows a court to prevent this inequity by assessing attorney's fees against the entire fund, thus spreading fees proportionately among those benefitted by the suit." (*Id.*)

Thus, the common fund doctrine ensures that each member of the settlement class contributes proportionately to the payment of the attorneys' fees recovered from monetary payments that the prevailing party recovered in the lawsuit. "Put another way, in common fund cases, a variant of the usual rule applies, and the winning party pays his or her own attorneys' fees; in fee-shifting cases, the usual rule is rejected, and the losing party covers the bill." *Stanton v. Boeing* (9th Cir. 2003) 327 F.3d 938, 967, citing *Wininger v. SI Mgmt. L.P.* (9th Cir. 2002) 301 F.3d 1115.

The common fund doctrine is predicated on the principle of preventing unjust enrichment. When a litigant's efforts create or preserve a fund from which others derive benefits, the court may spread litigation costs proportionately among all the beneficiaries to compensate those who created the fund. Further, the *Rutter Group California Practice Guide: Civil Trials and Evidence* acknowledges the applicability of the common fund doctrine and describes it as follows: "When the lawsuit results in the recovery of a fund or property benefitting others as well as the plaintiff (e.g., a class action), the court has inherent equitable power to order Plaintiff's attorneys' fees paid out of the common fund or property." *See Serrano*, *supra*, 20 Cal.3d at 35, and *Laffitte*, *supra*, 1 Cal.5th 480, 503.

Such "fee spreading" assures that all those benefitted by the litigation pay their fair share of obtaining the recovery. *Lealao v. Beneficial Calif. Inc.* (2000) 82 Cal.App.4th 19, 26 ["[p]ercentage fees have traditionally been allowed in such common fund cases". The California Supreme Court has approved of awarding fees as a percentage of the settlement. *Laffitte*, *supra*, 1 Cal.5th at 503; *Serrano*, *supra*, 20 Cal.3d at 35.

Since *Serrano*, there has been a "groundswell of support for mandating the percentage-of-the-fund approach in common fund cases." (*Id.*; *see also Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726, 765 [approved a 25% fee award in a wage-and-hour class case].) For instance, in *Consumer Cause, Inc. v. Mrs. Gooch's Natural Food Markets, Inc.* (2005) 127 Cal.App.4th 387, the Court discussed the common fund doctrine developed by the California Supreme Court at length. It stated that: "The common fund doctrine, frequently applied in class actions when the efforts of the attorney for the named class representatives produce monetary benefits for the entire class, to allow a party preserving or recovering a fund for the benefit of others in addition to himself, to recover his costs, including his attorneys' fees, from the fund or the property itself or directly from other parties enjoying the benefit." (*Id.* at 397).

For Class Counsel, the fees here were wholly contingent in nature. There was the prospect of the enormous cost inherent in class action and representative litigation, as well as a long battle with Defendant. That prospect had become reality as hundreds of hours have been spent in connection with this Action, including in:

- The investigation of the matter, including meeting with Plaintiff, reviewing policies provided by Plaintiff, review of documents in Plaintiff's possession, review and analysis of Plaintiff's personnel files;
- Extensive research into Defendant's corporate structures to determine their business relationships and whether any other individuals or entities should be named in the litigation.;

- Researching the dockets for other cases filed against Defendant, determining whether they named all allegedly culpable Defendant and included all theories available;
- Compliance with prerequisites in connection with Plaintiff's cause of action under PAGA;
- Filing and serving of the PAGA notice;
- Filing and serving pleadings in the Action, including: the initial Class Action Complaint; and the First Amended Class and Representative Action Complaint;
- Review and analysis of the Court's Minute Orders, attention to scheduling and delegation of actions in light thereof, meeting and conferring with Defendant's counsel, drafting and filing Joint Status Statements and Joint Reports, and preparation for appearance at conferences and hearings;
- Discussing the potential merits of mediation, as well as negotiating the parameters thereof and the informal discovery to be exchanged beforehand, which involved iterations of written correspondence back and forth and several telephone discussions between counsel regarding the potential scope of discovery, as well as the scope of the pleadings;
- Working with opposing counsel to select a mediator and schedule the first mediation date;
- Obtaining and reviewing informal discovery from Defendant, including time and payroll records putative class members, Defendant' written policies, and other informal discovery produced for Plaintiff to evaluate the claims;
- Preparation of a mediation brief, analysis, and damages model in conjunction with expert data consultants, for use at the mediation session;
- Attendance at the full-day mediation;
- Extensive correspondence with co-counsel regarding the parameters of joint representation;
- Obtaining a list of non-exempt employees who were putative Class Members or witnesses of the alleged violations;

- Exchange of numerous versions of the long form Settlement Agreement, and finalizing and fully executing the long form Settlement Agreement;
- Drafting and reviewing various versions of the Class Notice;
- Selecting a third-party administrator with co-counsel and counsel for Defendant for administration of Class Notice to Class Members and obtaining bids for settlement administration;
- Communicating with Plaintiff who requested updates or other information regarding this matter;
- Preparing the Motion for Preliminary Approval, and preparation and attendance at the Motion for Preliminary Approval hearings;
- Extensive communication with Plaintiff regarding the Court's Minute Orders regarding the Motion for Preliminary Approval;
- Working with co-counsel and opposing counsel and the Settlement Administrator to ensure administration of the Class Notice to Class Members;
- Reviewing and analyzing the Settlement Administrator's final report to provide the information necessary for the Court's review of the Motion for Final Approval; and
- Preparing the instant Motion for Final Approval.

Moreover, over $10,913.64 of costs have been expended in connection with said investigations, analyses, and mediations. Indeed, Class Counsel risked *and incurred* not only a great deal of time, but also a great deal of expense to ensure the successful litigation of this action on behalf of all Class Members. Based on the foregoing, Class Counsel respectfully request that the Court award attorneys' fees in the amount of up to one-third of the Gross Settlement Amount, which amounts to $50,000.00, and total costs not to exceed $20,000.00 as further detailed in the Declarations of Navid Barahmand and Bardia A. Akhavan in support of this Motion.

A. An Award of Attorneys' Fees as Requested is Appropriate Under the Lodestar Method

Under either theory of awarding fees, the case that should govern the court's decision is *Lealao v. Beneficial Calif. Inc.* (2000) [*Lealao*] 82 Cal.App.4th 19. *Lealao* stands for the proposition that the court-awarded attorneys' fees should approximate what counsel could get on the free market for the same services. (*Id.* at 50.) Specifically, *Lealao* holds that if the Court sets fees under a lodestar, the multiplier should consider what counsel would have earned on the free market. The free market is determined by the percentage of the common fund, not the lodestar amount. (*Id.*) Accordingly, whatever method this Court uses to set fees, the Court should look to what the free market would bear under the circumstances. Even if the Court awards fees under the lodestar method, under *Lealao*, the lodestar fees should be adjusted by a multiplier to reflect the percentage of the fund. (*Id.* at 19, 50.)

Here, Class Counsel earned the requested fee, as this case was vigorously litigated. Over 126.8 hours have been spent by Class Counsel and staff, to date. The issue in this motion is not why the Court should award a fee commensurate with up to one-third of the fund, but why the Court should not award such a fee considering the herein described work performed while the viability of wage-and-hour class actions and representative actions under PAGA continue to be questioned, and defenses asserted by Defendant to the potential certification, manageability and merits of Plaintiff's case. These facts, as well as others discussed below, warrant approval of the requested fee.

Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. The base amount is then adjusted in light of various factors. (*Serrano*, *supra*, 20 Cal. 3d at 48.)

To summarize Class Counsel's lodestar request, Class Counsel will have collectively worked approximately 126.8 hours. Class Counsel's hourly rates in this case for: Navid Barahmand is $425 per hour (approx. 53.8 hours). Thereby resulting in a total lodestar amount of $22,865.00.

Class Counsel at Akhavan and Associates will have collectively worked approximately 73 hours in this Action. Class Counsel's hourly rate in this case for Bardia A. Akhavan is $825.00 per hour. At Akhavan and Associates' hourly rates, this results in a total lodestar amount of $60,225.00 for Akhavan and Associates, based on approximately 73 total hours. *See*, Declaration of Bardia A. Akhavan ¶¶ 9-14.

B. Class Counsel's Hourly Rate

Class Counsel's hourly rates for attorneys are $425 at Barahmand Law Group and $825 at

Akhavan & Associates. At these requested rates, this results in a total lodestar amount of $83,090.00. A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the relevant community. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084, 1095.) The Court may consider other factors when determining a reasonable hourly rate, *e.g.*, the attorney's skill and experience, the nature of the work performed, the relevant area of expertise and the attorney's customary billing rates. (*Flannery v. California Highway Patrol* (1998) 61 Cal. App. 4th 629, 632.).

One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a contingency fee relationship. Although there is no customary billing rate, the nature of class action work should be strongly considered by the court. Courts have upheld rates as high as $450[5] per hour (in 1993) in employment matters. (*Bihun v. AT&T Information Systems. Inc.* (1993) 13 Cal. App. 4th 976, overruled on other grounds.).

C. Class Counsel's Hours Spent on the Case

Pursuant to the Declarations of Navid Barahmand and Bardia A. Akhavan, Class Counsel have already spent over 126.8 hours litigating this case to date and bringing it to fruition, including 53.8 hours spent by Barahmand Law Group, and 73 hours spent by Akhavan and Associates. Tens of hours were spent on this case prior to litigation understanding Defendant's business structure, officers, directors, stockholders and managing agents' policies. Tens of hours were spent meeting and conferring with opposing counsel. Many hours were spent negotiating the parameters of mediation, agreeing to a mediator, and determining what informal discovery would be exchanged beforehand. Tens of hours were spent preparing for and attending the hearings. Tens of hours were spent performing informal discovery, including obtaining and reviewing Defendant' policies, as well as obtaining and reviewing, with the aid of expert consultants, the voluminous time and pay records from Defendant, the compliance rate of meal and rest periods, and contacting Class

[5] Adjusted for inflation, $450 in 1993 equals over $1,019 in 2025 according to the U.S. Bureau of Labor Statistics.

Members. Tens of hours were spent preparing for and attending mediation. Tens of hours were spent negotiating a long form settlement agreement. Therein, tens more hours were spent preparing a motion for preliminary approval, attending the multiple hearings thereon and working with the administrator to administer Class Notices to Class Members, and most recently preparing this Motion for Final Approval.

And the hours expended by the lawyers and staff members of Barahmand Law Group and Akhavan and Associates, in connection with this Action is only a calculation of efforts made thus far; it does not include the time that will be spent preparing for and attending the final approval hearing and updating this Court regarding the disposition of uncashed checks and/or amending the judgment, if necessary. Thus, Class Counsel request that the Court find that these hours are reasonable in this litigation.

The courts are quite liberal in the evidence required to prove an attorney's hours. Detailed time records are not required. An attorney's testimony alone may suffice. "Testimony of an attorney as to the number of hours worked on a particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records." (*Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559.).

Reasonable hours include, in addition to time spent during litigation, the time spent before the action is filed, including time spent interviewing the clients, investigation of the facts and the law, and preparing the initial pleadings. (*New York Gaslight Club. Inc. v. Carey* (1980) 447 U.S. 54, 62.) Further, the fee award should include fees incurred to establish and defend the attorney's fee claim. (*Serrano v. Priest* (1982) 32 Cal. 3d 621, 639.). Here, Class Counsel have established by declaration testimony the over 126.8 hours spent in this case, which suffices for evidentiary purposes.

Once the Court establishes the lodestar amount, it may enhance the fee award by a multiplier in order to make an appropriate fee award. (*Serrano*, 20 Cal.3d at 48). The pertinent factors 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 on the fair market. (*Id.*) However, this list is not exhaustive, and the Court can consider other factors it deems important in setting the multiplier. (*Id.*at 40.) A limitation in setting the multiplier is that the Court cannot duplicate factors already included in the lodestar. (*Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1139.).

In applying the multiplier, *Newberg on Class Actions* states that "[m]ultipliers ranging from one to four frequently are awarded in common fund cases when the lodestar method is applied. A large common fund award may warrant an even larger multiplier." (Id., Vol. 3, §14.03, pp. 14-5, Dec. 1992.).

Here, no multiplier is necessary as Class Counsel has incurred far more in attorneys' fees than Class Counsel requests in fees from the Gross Settlement Amount. However, should a multiplier have been requested, it would have been warranted.

1. Class Counsel Would Have Been Entitled to a Multiplier Based on a Percentage-of-the-Fund to Ensure that the Fee Awarded is Within the Range of Fees Freely Negotiated in the Legal Marketplace in Comparable Litigation

If members of the Settlement Class were paid the fees that the market would bear, they would pay a fee of 33.33% to 50% of any recovery. Since this is the market rate, the Court in *Lealao* indicates that the fee should be enhanced to reflect what the members of the Settlement Class would pay on the open market. The Court in *Lealao* held that a trial court should award lodestar fees by examining the percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id* at 49, 53.) The Court in *Lealao* indicated that this is an upward adjustment and should be akin to a contingency fee recovery. The Court stated that "an adjustment reflecting the amount of the Class recovery is not significantly different from an adjustment reflecting a percentage of that amount, and California courts have evaluated a lodestar as a percentage of the benefit." (*Id* at 46.) The *Lealao* Court's method appears particularly appropriate because class actions generally are contingency fee cases for Plaintiff and the class action clients do not expect to pay an hourly fee.

The rationale of *Lealao* comports with the purpose of the multiplier. The multiplier is "primarily to compensate the attorney for the prevailing party at a rate reflecting the risk of nonpayment in contingency cases." (*Ketchum v. Moses*, 24 Cal.4th 1122, 1138.) The Court in *Lealao* reasoned likewise that "the law should mimic the market". It stated:

> Given the unique reliance of our legal system on private litigants to enforce substantive provisions of law through class and derivative actions, attorneys providing the essential enforcement services must be provided incentives roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace, as it will otherwise be economic for Defendant to increase injurious behavior. [Citations]. It has therefore been urged (most persistently by Judge Richard Posner) that in defining a "reasonable fee" in such representative actions the law should 'mimic the market.' [Citations].
>
> 'In the class action context, that would mean attempting to award the fee that informed private bargaining, if it were truly possible, might have reached. The simplest way for the law to duplicate the bargain that informed parties would reach if urgency costs were low is to look to fee award levels in actions brought by sophisticated private parties under the same or comparable statutes."

Lealao, supra, 82 Cal.App.4th at 47-48.

Here, a multiplier is not necessary. The risk of nonpayment in this Action was particularly acute, too. This is because litigating a wage-and-hour class action through trial takes years and requires the investment of tens (if not hundreds) of thousands of dollars and thousands of hours of time. Attorneys willing to undertake this risk deserve a high rate of recovery.

Moreover, wage-and-hour laws are still developing, and change in the law always threatens to wipe out the Plaintiff's attorney. In fact, numerous appellate decisions, and decisions of both the California and United States Supreme Courts have attacked the validity of wage-and-hour class action cases directly relevant to this case, which could have significantly affected its value. It is this contingent nature of these cases that justify an award when and if a Plaintiff's counsel is able to obtain a settlement or verdict, because oftentimes no money is recovered in a case, including the Plaintiff's counsel's costs, let alone their time.

2. An Enhancement Based on a Percentage of the Fund is Justified Based on Zero (0) Objections and Zero (0) Opt-Outs

The decision in *Lealao* lists several factors justifying an enhancement of the attorneys' fees awarded based on the lack of opt-outs or objections by Class Members. (*Id* at 51.). Members of the Settlement Class were notified of the settlement and attorneys' fees, which resulted in zero (0) Class

Members opting out and zero (0) Class Members objecting to the Settlement and specifically the requested attorneys' fees and costs requested.

3. The Quality of Representation, the Novelty, and Complexity of the Issues and Results Obtained

Class Counsel used a high level of skill in addressing the difficult questions presented in this case, which involved the contested issues regarding: the compliance of various of Defendant' policies with the Labor Code, including whether all time worked was paid for; whether meal and/or rest breaks were given in compliance with the Labor Code; issues regarding the timeliness of pay, including whether all pay was received by termination or resignation; the sufficiency and accuracy of wage statements (including whether issues therewith, if any, were intentional or injurious); and various other issues. While Class Counsel's experience in complex employment matters is further set out in detail in the Declarations of Navid Barahmand and Bardia A. Akhavan, proof of Class Counsel's skill in this area of law lies in the size of this Settlement and the recoveries of individual members of the Settlement Class; existence of Plaintiff's unpaid wages claims are speculative; Defendant's contention that their meal and rest period policies were compliant; and other hurdles encountered by Class Counsel that were traversed in reaching this Settlement. "The recovery in this case is thus a more authentic indication of the value of counsel's contribution than might otherwise be true." (*Id.* at 53.) Therefore, although no multiplier is sought, it would have been justified by the difficulty of the questions involved and the skill in presenting them shown by Class Counsel.

4. This Litigation Precluded Other Employment by Class Counsel

A practitioner can only properly litigate so many cases at one time. The requirements of this case were significant, requiring over hundreds of hours to be expended to date by Class Counsel, and another twenty-five (25) to fifty (50) hours conservatively expected to be expended in the future in connection with final approval, settlement administration, and updates to this Court regarding uncashed checks. Class Counsel were also most definitely precluded from other employment.

VIII. CONCLUSION

The Settlement is fair, adequate, and reasonable. It will result in substantial payments to members of the Settlement Class and was achieved through extensive, arms-length negotiations by

Class Counsel who are experienced in wage-and-hour class action and representative action litigation. For the foregoing reasons, Class Counsel and Plaintiff request that the Court grant final approval of the Settlement and sign the proposed Order filed concurrently herewith.

Dated: August 3, 2026

BARAHMAND LAW GROUP
AKHAVAN & ASSOCIATES

BY: ______________________________
Navid Barahmand
Bardia A. Akhavan
Attorneys for Plaintiff on behalf of themselves and all others similarly situated and aggrieved