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9
10 **SUPERIOR COURT OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 CHRISTIAN SOLIS, RENE A. SORTO,
AKILA DAVENPORT, PEARL
13 PALACIOS, CHRISTIAN FERNANDEZ,
and RYAN CROWE, as individuals and on
14 behalf of all others similarly situated,

15 Plaintiffs,

16 v.

17 WORLDWIDE FLIGHT SERVICES,
INC., a Delaware corporation; and DOES
18 1-100, inclusive,

19 Defendants.
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Case No.: 22STCV04332

Assigned for All Purposes to:
Hon. Timothy Patrick Dillon
Dept. SSC-15

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: September 10, 2026
Time: 10:00 a.m.
Dept.: SSC-15

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1
2 **I. INTRODUCTION**

3 Plaintiffs Christian Solis, Rene A. Sorto, Akila Davenport, Pearl Palacios, Christian
4 Fernandez, and Ryan Crowe seek final approval of a non-reversionary class action settlement
5 resolving wage and hour claims on behalf of 3,884 individuals including all current and former
6 non-exempt employees that worked either directly or via a staffing agency for Defendant
7 Worldwide Flight Services, Inc. ("Worldwide" or "Defendant") in California at any time during the
8 Class Period of June 25, 2019, and ending on August 8, 2025. The proposed \$5,115,000 total
9 settlement provides about \$3,209,985 in cash payments to the Class, with an average award of
10 about \$826. The remaining balance will cover settlement administration costs, enhancement
11 awards to each Plaintiff, civil penalties to the state, and reasonable attorneys' fees and costs.
12 The parties and their counsel finalized the settlement after extensive and difficult arms-length
13 negotiations overseen by an experienced and highly-regarded mediator. The Court
14 conditionally certified the Class and preliminarily approved the settlement on May 22, 2026.
15 Since then, the Court-approved notice form was mailed to the Class Members on June 12,
16 2026, and they reacted very favorably to the settlement. As of the date of this motion, only
17 two class members have opted out of the settlement and there are no objections.

18 Furthermore, Class Counsel secured an excellent settlement with Defendant after
19 some four years of investigation, litigation, and settlement negotiation and administration
20 across multiple lawsuits, all without any compensation for services rendered or costs
21 expended. The class notice duly informed the class members that Class Counsel would
22 request attorney's fees not to exceed 1/3 of the Gross Settlement Amount, or \$1,705,000,
23 along with reimbursement of no more than \$50,000 for actual costs incurred litigating this
24 matter. As of the filing of this motion, *not one Class Member objected* to the proposed fee
25 award. Consistent with the Settlement and Notice, Plaintiffs now respectfully request the
26 Court award Class Counsels' fees in the amount of \$1,705,000 and costs in the amount of
27 \$44,019.44, as described in the Declarations of Nikki Trenner ("Trenner Decl."), Eric J.
28 Naessig ("Naessig Decl."), Zorik Mooradian ("Mooradian Decl."), and Michael Nourmand

1 ("Nourmand Decl."), filed herewith. The requested attorneys' fees are well within the range
2 of reasonableness, especially considering the complex and risky nature of this litigation,
3 the contingent risk assumed, and the four-year delay in payment and, when subjected to a
4 lodestar crosscheck, results in fee award after the application of a reasonable 2.36 upward
5 multiplier.

6 Accordingly, on behalf of themselves and the Settlement Class, Plaintiffs respectfully
7 request the Court grant this motion, give full and final approval to the settlement, grant Class
8 Counsels' request for attorneys' fees and costs, and enter judgment accordingly.

9 **II. BACKGROUND/LITIGATION HISTORY**

10 Defendant Worldwide Flight Services, Inc. ("Worldwide") is a global organization that
11 provides airline cargo and passenger ramp and baggage handling services at multiple locations in
12 California, including Los Angeles, San Diego, Sacramento, Fresno, and Stockton. Plaintiffs were
13 employed by Defendant as non-exempt employees at various of Defendant's California locations
14 during the Class Period. [Trenner Decl., ¶ 2.]

15 On February 3, 2022, Plaintiff Solis filed the instant class action lawsuit against Worldwide
16 alleging causes of action for unpaid minimum and overtime wages, failure to provide meal and rest
17 breaks, wage statement violations, waiting time penalties, unreimbursed business expenses, and
18 unfair competition. On October 3, 2022, after notice to the LWDA and Defendant, and exhausting
19 administrative remedies, Solis filed a First Amended Complaint adding a PAGA cause of action.
20 [Trenner Decl., ¶ 3.]

21 On August 16, 2023, Plaintiff Sorto filed a class action lawsuit in Los Angeles (Case No.
22 23STCV19656), alleging causes of action for failure to pay overtime wages, failure to pay sick
23 leave, failure to provide meal and rest periods, waiting time penalties, failure to provide accurate
24 wage statements, and unfair competition. Worldwide then removed Sorto's class case to federal
25 court, before later remanding the case back to state court. On October 24, 2023, after notice to the
26 LWDA and Defendant, and exhausting administrative remedies, Sorto filed a separate lawsuit in
27 Los Angeles (Case No. 23STCV26018) alleging a single cause of action under PAGA. [Trenner
28 Decl., ¶ 4.]

1 On September 9, 2024, Plaintiffs Davenport and Palacios filed a class action lawsuit in Los
2 Angeles County (Case No. 24STCV23213), alleging causes of action for failure to pay overtime
3 wages, failure to pay sick leave, failure to provide meal and rest periods, waiting time penalties,
4 failure to provide accurate wage statements, and unfair competition. On May 10, 2024, Davenport
5 and Palacios provided PAGA notices to the LWDA, and Worldwide removed the case to federal
6 court on December 2, 2024, where it remains pending. [Trenner Decl., ¶ 5.]

7 On September 25, 2023, Plaintiff Fernandez filed a class action complaint against
8 Defendant in Los Angeles Superior Court (Case No. 23STCV23197), alleging various wage and
9 hour claims. Defendant subsequently removed the matter to the United States District Court for the
10 Central District of California, Case No. 2:23-cv-10435-DSF (JPRx). [Trenner Decl., ¶ 6.]

11 On November 21, 2023, Plaintiff Ryan Crowe commenced his action by filing a Complaint
12 alleging causes of action against Defendant for 1. Failure to Authorize or Permit Rest Periods in
13 Violation of Labor Code §§ 226.7; 2. Failure to Provide Complete and Accurate Wage Statements
14 in Violation of Labor Code §§ 226; 3. Failure to Timely Pay All Earned Wages and Final Paychecks
15 Due at Time of Separation of Employment in Violation of Labor Code §§201, §§202, and §§203;
16 and 4. Violation of Business and Professions Code §§ 17200, et seq., filed in the Los Angeles
17 Superior Court, Case No. 23STCV28645 (“Crowe Class Action”). On January 26, 2024, Plaintiff
18 Crowe filed a PAGA-only action alleging additional causes of action against Defendant for
19 enforcement of Labor Code section 2698 et seq., filed in Los Angeles County under case number
20 24STCV02184 (“Crowe PAGA Action”). [Trenner Decl., ¶ 7.]

21 Prior to the mediation, Defendant provided Plaintiffs with extensive informal discovery,
22 including Plaintiffs’ personnel, time, and payroll records, time records and payroll records for all
23 Settlement Class Members, wage statement exemplars, Defendant’s employee handbooks,
24 including policies and procedures regarding the payment of wages, the provision of meal and rest
25 breaks, timekeeping policies (including recording hours), issuance of wage statements, and
26 termination wages, as well as information regarding the number of putative Settlement Class
27 Members who are current and former employees, sample arbitration agreements, the number of
28 PAGA Aggrieved Employees, the number of workweeks throughout the Class Period, and the

1 number of pay periods throughout the PAGA Period. From this information, Plaintiffs were able to
2 analyze Defendant's liability for the claims asserted in this case and, with the assistance of
3 Plaintiffs' experts at Berger Consulting Group, the potential exposure and damages. [Trenner Decl.,
4 ¶ 19.]

5 In April 2024, the Parties to the above cases participated in a global mediation with Dan
6 Turner, Esq., a respected wage and hour class action mediator. The mediation lasted a full day and,
7 while the Parties did not settle at the mediation, they continued to negotiate with the mediator's
8 assistance and, following a second mediation in June 2025, ultimately reached agreement on all
9 major issues to resolve the matters on a global basis. [Trenner Decl., ¶ 9-10.] The Court granted
10 preliminary approval to the Settlement on May 22, 2026.

11 Class notices were mailed to class members on June 12, 2026, with a 45-day window
12 (to July 27, 2026) for class members to opt out of or object to the proposed settlement.
13 [Declaration of Kevin Lee ("Lee Decl."), ¶¶ 5, 8-10.]

14 **III. TERMS OF THE PROPOSED SETTLEMENT**

15 Under the settlement, Worldwide will pay the Gross Settlement Amount of \$5,115,000 into
16 a common fund. Reasonable attorney's fees of up to \$1,705,000 (1/3 of the GSA), litigation costs
17 of up to \$50,000 (only \$44,019.44 is requested), modest enhancement awards to Plaintiffs of up to
18 \$5,000 each, settlement administration costs of \$25,995, and \$100,000 for civil penalties under
19 PAGA (of which 75%, or \$75,000, will go to the Labor & Workforce Development Agency, and
20 25%, or \$25,000 will go to the PAGA Members) all will be paid from the Gross Settlement Amount.
21 The remainder of approximately \$3,209,985 will be allocated among the Participating Class
22 Members based on their total weeks worked during the Class Period. No portion of the Gross
23 Settlement Amount will revert to Worldwide. [Trenner Decl., ¶ 7.]

24 **A. Certification of the Settlement Class**

25 The Court conditionally certified a settlement class defined to include all current and former
26 non-exempt employees that worked either directly or via a staffing agency for Defendant in
27 California at any time during the Class Period starting June 25, 2019, and ending on August 8,
28

2025. The Settlement Administrator ultimately mailed a total of 3,884 class notices on June 12, 2026. [Lee Decl., ¶ 5; Exh. A.] Nothing has changed to require reconsideration of the Court's certification of the Settlement Class.

B. The Benefit Conferred on the Settlement Class

This is a cash settlement that does not require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Twenty percent (20%) of each settlement share will be allocated to wages and the remaining eighty percent (80%) will be allocated to expenses reimbursement, penalties and interest. Worldwide will pay any and all applicable employer-side payroll taxes separately and in addition to the Gross Settlement Amount. Subject to the Court's approval, any amounts not claimed (because a class member does not cash his or her settlement check) will be forwarded to the State Controller's Unclaimed Property Fund. [Trenner Decl., ¶ 8.]

Each Participating Class Member will receive a share of the Net Settlement Amount based on his or her total weeks worked for Worldwide during the Class Period while employed in a non-exempt position. Thus, each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of alleged unpaid wages and potential statutory penalties under applicable law. These methods are intended to ensure each Class Member receives a portion of the available settlement funds corresponding to the relative value of his or her potential claims. [Trenner Decl., ¶ 9.]

The average class award will be approximately \$826, and the awards will range from about \$10.92 on the low end to about \$,3494 on the high end. The average PAGA award will be about \$8.14, and PAGA awards will range from about \$0.25 to about \$24.90. [Lee Decl., ¶¶ 14-15.]

C. Settlement Administration

Phoenix Settlement Administrators, as the Court-approved Settlement Administrator, mailed the Notice Packet to the Class Members after making all reasonable effort to ascertain the best mailing address, including running each address through the National Change of Address database and "skip-tracing" any Notice Packets returned as undeliverable. [Lee Decl.,

¶¶ 3-7.] The Class Notice, previously approved by the Court, duly informed Class Members of the settlement terms, including the estimated relief each Class Member will receive, the amounts to be requested for attorney's fees and the class representative enhancement awards, and the right to opt out of or object to the settlement. [Lee Decl., ¶ 5, Exh. A.] Phoenix mailed 3,884 Notice Packets on June 21, 2026. [Lee Decl., ¶ 5.] As of the filing of this motion, zero Notice Packets were deemed undeliverable, for a 100% success rate. [Lee Decl., ¶ 7.] The response window for opting out, objecting to the settlement, or submitting a dispute, expired on July 27, 2026. [Lee Decl., ¶¶ 8-10.] As of the filing of this motion, Phoenix has received two requests for exclusion (for a 99.95% participation rate), zero objections to the settlement, and no disputes regarding the information used to calculate class member settlement shares. [Lee Decl., ¶¶ 8-10.]

D. Release of Claims

All Participating Class Members will release Worldwide from all claims alleged in the operative complaint, or that could have been brought based on the factual allegations in the operative complaint during the Class Period. Plaintiffs and the LWDA will release those PAGA claims alleged in the PAGA notice to the extent alleged in the operative complaint. The Class and PAGA releases are limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the operative complaint, and PAGA notice for the PAGA claims. [Trenner Decl., ¶ 10.]

E. PAGA Penalties and Notice to the LWDA

As noted, the Parties allocated \$100,000 from the GSA to resolution of Plaintiffs' alleged claims for PAGA civil penalties, and Plaintiffs submit that amount is fair, reasonable and adequate, and furthers PAGA's underlying purposes. As required by Labor Code section 2699(l)(2), Plaintiffs gave notice of the settlement and the final approval hearing to the LWDA via its online portal. [Trenner Decl., ¶ 11; Exh. 1.]

IV. ARGUMENT

The law favors settlement, particularly in class actions where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. H. Newberg & A.

1 Conte, 4 Newberg on Class Actions (4th ed. 2002), § 11.41; Class Plaintiffs v. City of Seattle
2 (9th Cir. 1992) 955 F.2d 1268, 1276, cert. denied, 506 U.S. 953; Van Bronkhorst v. Safeco
3 Corp. (9th Cir. 1976) 529 F.2d 943,950; Potter v. Pacific Coast Lumber Co. (1951) 37 Cal.2d
4 592, 602. Nevertheless, to make certain the rights of absent parties are not unjustly
5 compromised, the settlement of a class action requires court approval. Cal. Rule of Court
6 3.769; Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801; Wershba v. Apple
7 Computer (2001) 91 Cal.App.4th 224, 245. The purpose of that judicial review is to protect
8 against fraud or collusion, and to ensure fairness to absent class members. Dunk, 48
9 Cal.App.4th at 1800-01; Newberg, at §§ 11.22, *et seq.* Review is accomplished through a two-
10 step process intended to determine whether, under the totality of circumstances, the settlement
11 is fair, reasonable and adequate. Dunk, 48 Cal.App.4th at 1801; Wershba, 91 Cal.App.4th at
12 245.

13 On a motion for final approval, the trial court is charged with determining whether, in
14 light of the total circumstances of the action and the response of the class members to the
15 proposed settlement, the settlement is fair, reasonable, and adequate. Dunk, 48 Cal.App.4th at
16 1801-02; Wershba, 91 Cal.App.4th at 244-45. The court has broad discretion in making that
17 determination and may consider a number of relevant factors, including: the strength of
18 plaintiff's case; the likelihood of potential recovery; the risk, expense and likely duration of
19 further litigation; the amount offered in settlement; the extent of discovery and stage of the
20 proceedings; the experience and opinion of counsel; and the reaction of class members to the
21 settlement. Id. In light of the strong judicial policy favoring the settlement of class actions,
22 courts generally apply a presumption of fairness to a proposed class action settlement when:
23 (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery
24 are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in
25 similar litigation; and (4) the percentage of objectors is small. Dunk, 48 Cal.App.4th at 1802;
26 Wershba, 91 Cal.App.4th at 245.

27 **A. The Proposed Settlement Merits Final Approval**

28 The proposed settlement of this action warrants final approval under the standards

summarized above. The settlement is fair, reasonable and adequate, and represents a favorable resolution of highly disputed claims. Further, the settlement was overwhelmingly approved by the class members, as there were no objections and no class members opted out.

1. The Settlement Is the Product of Arm's-Length, Informed Negotiations

The settlement is not the result of fraud or collusion. Rather, the proposed settlement was reached following arm's-length negotiations presided over by Daniel Turner, Esq., a highly respected and well-known mediator with extensive experience mediating wage and hour class actions. [Trenner Decl., ¶ 7.] Moreover, Plaintiffs and their counsel were well-informed about the facts and the law, and counsel at Crosner Legal, Nourmand Law Firm, Mooradian Law, and Lavi & Ebrahimian, all have years of litigation experience, including litigating wage and hour class actions. Plaintiffs' counsel all are well-qualified to evaluate the risks and benefits of pursuing further litigation or settling the matter. [Trenner Decl., ¶¶ 28-41; Naessig Decl., ¶ 3-16; Mooradian Decl., ¶¶ 2-8, Nourmand Decl., ¶ 2-5.] Defendant likewise was represented by highly-qualified and experienced defense counsel. Both sides advocated vigorously for their clients, and nothing was "left on the table."

2. The Class Reacted Favorably to the Settlement

The settlement was well-received by the class. As of the filing of this motion, no objections have been filed, and there are only two opt outs. [Lee Decl., ¶¶ 8-9.] As many courts recognize, class member reaction to the settlement is one of the most important factors to consider in determining if final approval should be granted. Mandujano v. Basic Vegetable Prods., Inc., 541 F.2d 832, 837 (9th Cir. 1976); see also In re: American Bank Note Holographics, 127 F.Supp.2d 418, 425 (S.D.N.Y. 2001) ("It is well-settled that the reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy") (internal quotation marks omitted).

B. The Proposed Settlement Meets the Kullar Factors and is within the Range of Reasonableness

Prior to mediation, the parties engaged in formal and informal discovery to facilitate

1 settlement discussions. Thus, Plaintiffs reviewed documents and information regarding
2 Worldwide's payroll practices, a random sampling of pay stubs and time records for sampling of
3 class members, applicable compensation plans, documents related to implementing the AWS, etc.,
4 and information from Defendant regarding class size and breakdown, work weeks/pay periods,
5 rates of pay, and other relevant information. Plaintiffs then had that information analyzed by a
6 consulting expert to assist in determining potential violation rates and other data used to formulate
7 a damages model. Plaintiffs' counsel is confident they obtained sufficient information to understand
8 the law and facts of this case and make an informed decision regarding the proposed settlement and
9 whether it is fair and reasonable. [Trenner Decl., ¶¶ 6, 13.]

10 Using that data, Plaintiffs ran various calculations under different theories of liability and
11 estimated Defendant's maximum exposure on the class claims at approximately \$76 million.
12 Plaintiffs substantially discounted the value of these claims, however, in light of the multiple and
13 considerable risks posed by proceeding with the litigation, as previously briefed in Plaintiffs'
14 papers in support of preliminary approval.

15 First, Plaintiffs assert Defendant failed to pay for all hours worked, and allege WFS fails to
16 relieve employees of all duties during meal periods because it requires employees to remain on premises
17 and perform work-related tasks during meal periods. Plaintiffs allege this resulted in unpaid "off the
18 clock" work and estimated they lost about one hour of compensable work time each week. In
19 response, WFS argued its timekeeping and payroll policies accurately tracked and paid for all hours
20 worked by the Settlement Class Members, and that its policies strictly forbade any off the clock
21 work. Thus, per Defendant, if any off the clock work occurred it was done in violation of company
22 policy and without the company's knowledge or authorization. White v. Starbucks Corp. (N.D. Cal.
23 2007) 497 F.Supp.2d 1080, 1083 (employer must have actual or constructive knowledge of the off
24 the clock work). For these reasons as well, WFS argued that class certification would be impossible
25 due to the individualized inquiries that would be needed to determine if off the clock work occurred
26 and the reasons therefor. Without considering any of Defendant's defenses to certification or on
27 the merits, Plaintiffs' expert estimated Defendant's maximum exposure for this claim as about
28 \$5,816,500 on the off the clock claim. [Trenner Decl., ¶ 41.]

1 Plaintiffs and the Class Members also were paid non-discretionary bonuses and shift
2 differentials, which payments they claim were not incorporated into the regular rate for purposes
3 of calculating overtime, sick leave pay and meal period premiums. For example, Solis received
4 holiday pay and shift bonuses of \$0.25 - \$0.50 per hour for working certain shifts but these amounts
5 were not taken into account when compensating him for overtime, sick pay, and meal period
6 premiums. Instead, Plaintiffs allege Defendant paid overtime, sick leave, and meal period premium
7 payments to all employees at their base hourly rates. Failure to correctly calculate the regular rate
8 of pay for such payments led to an underpayment of over **\$2.4 million** in wages to employees.
9 [Trenner Decl., ¶ 42.]

10 Plaintiffs next contend Defendant failed to provide legally compliant meal and rest breaks.
11 Specifically, as discussed above, Plaintiffs contend Defendant regularly required employees to
12 perform while purportedly clock out on meal breaks. Beyond that, Plaintiffs further allege their
13 experts' review of the time and payroll data suggests substantial "de facto" violations for lunch
14 breaks that were taken late, cut short or interrupted by work, or not provided at all. Plaintiffs'
15 experts' review of the sample records suggested (1) 10% of shifts had late first meal periods and
16 14% had completely missed first meal periods; and (2) 67% of shifts over 12 hours had completely
17 missed second meal periods; and (3) Defendant did not pay meal period premiums to employees
18 prior to 2023. Plaintiffs contend that due to the volume of work Defendant imposed and inadequate
19 staffing resulted in these "de facto" meal period violations and violated Labor Code sections 512,
20 226.7, and the applicable IWC Wage Order, as well as Brinker Restaurant Corp. v. Superior Court
21 (2012) 53 Cal.4th 1004 and Augustus v. ABM Security Serv., Inc. (2016) 2 Cal.5th 257 for failure
22 to provide compliant meal and rest periods within the applicable time frames. Plaintiffs similarly
23 allege that ten-minute rest periods either were not provided or were non-compliant and cut short or
24 interrupted. [Trenner Decl., ¶ 43.]

25 Defendant denies Plaintiffs' contentions, and argued it made meal and rest breaks available
26 to Settlement Class Members in compliance with California law and its fully compliant meal and
27 rest break policies. WFS contended Class Members were provided with all required breaks, or that
28 it paid appropriate meal period premiums on the rare occasions a violation did occur, as reflected

1 in its time/payroll records. The payroll data produced by Defendant confirms that Defendant paid
2 a substantial amount of meal period premiums. Defendant further argued Plaintiffs' meal and rest
3 break claims are not susceptible to common proof, as the claims would require individualized
4 inquiry, including whether there was an unlawful companywide policy, whether employees had the
5 opportunity to take meal and rest periods, whether they voluntarily chose to forego their meal and
6 rest periods, and whether Defendant ever prevented them from taking meal and rest periods.
7 Accordingly, Defendant contended these claims are vulnerable to a ruling that class treatment is
8 not appropriate. Without taking into consideration any of Defendant's defenses to certification or
9 on the merits, Plaintiffs calculated Defendant's maximum exposure for the meal and rest break
10 claims as approximately \$10,492,880 for the meal break claims and the rest break claims at about
11 \$27,863,510. [Trenner Decl., ¶ 44.]

12 Plaintiffs also contend WFS failed to reimburse Plaintiffs and the other Class Members for
13 their business expenses, including personal cellular phone bills incurred due to use of the
14 employees' cell phones for communications. On a daily basis, the Plaintiffs claim they would be
15 called or texted by their supervisors while working, inquiring as to what they were doing, when
16 they would be back from breaks, and requesting they complete additional and/or other tasks; and
17 multiple times per week, the Plaintiffs would be contacted on their cell phones for work-related
18 purposes outside of work hours. Per Plaintiffs, they received no reimbursement for using their
19 personal phones. Cochran v. Schwan's Home Services, Inc. (2014) 228 Cal.App.4th 1137, 1144
20 ("[T]o be in compliance with section 2802, the employer must pay some reasonable percentage of
21 the employee's cell phone bill."). In response WFS argued that use of personal phones while
22 working was prohibited, and to the extent Class Members used their own phones for any work
23 purposes it was purely for personal convenience and not necessary for performing their job duties.
24 For this reason, WFS argued it owed no reimbursement under Labor Code § 2802. [Trenner Decl.,
25 ¶ 45.]

26 On the alleged violations of Labor Code § 226 (wage statement violations) and §§ 201-203
27 (waiting time penalties), Defendant argued its wage statements complied with Section 226 and
28 provided all required information. As far as the derivative claims, they will rise or fall along with

1 the primary unpaid wage claims, in addition to being subject to “good faith” and other defenses
2 available to Defendant. Amaral v. Cintas Corp. No. 2 (2008) 163 Cal.App.4th 1157, 1203-04
3 (holding employer did not willfully fail to pay wages under Labor Code § 203 even though the
4 class prevailed on the merits on the underlying claim for failing to pay living wages). Without
5 taking into consideration any of Defendant’s defenses to certification or on the merits, we
6 calculated Defendant’s maximum exposure for wage statement penalties as \$9,260,400 and the
7 maximum exposure for waiting time penalties at about \$21,024,000. [Trenner Decl., ¶ 46.]

8 As far as potential PAGA liability, the theoretical civil penalties likely exceed \$71 million
9 should Plaintiffs prevail on all claims and establish violations of the multiple Labor Code sections
10 at issue, and recover the maximum penalty for every single pay period at issue. [Trenner Decl.,
11 ¶ 47.] As with the class claims, Plaintiffs discounted the potential PAGA penalties based on
12 Defendant’s various defenses on the merits and also accounted for the Court’s wide discretion to
13 reduce such penalties, or to decline to award penalties at all. Labor Code § 2699(e)(2); Carrington
14 v. Starbucks Corp. (2018) 30 Cal.App.5th 504 (trial court awarded penalties of \$5 per pay period
15 after a bench trial, which decision was upheld on appeal); In re Taco Bell Wage and Hour Actions
16 (E.D. Cal. Apr. 8, 2016) 2016 U.S. Dist. LEXIS 48557 (PAGA penalties denied after trial).
17 Accordingly, the Parties allocated \$100,000 to PAGA penalties.

18 Plaintiffs submit this amount is reasonable under the circumstances and in line with
19 comparable settlements in other wage and hour class actions in California. *E.g.*, Van Kempen v.
20 Matheson Tri-Gas, Inc. (N.D. Cal. Aug. 25, 2017) 2017 U.S. Dist. LEXIS 137182 (granting final
21 approval of \$5,000 PAGA penalty from \$370,000 settlement, or 1.4 percent of total settlement);
22 Slavkov v. First Water Heater Partners I (N.D. Cal. July 25, 2017) 2017 U.S. Dist. LEXIS 116303
23 (finding a \$7,500 PAGA payment reasonable when measured against the overall settlement of
24 \$345,000 and the possible weaknesses in plaintiffs' case, or 2.2 percent of total settlement).
25 Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement,
26 and will be able to weigh in as necessary. Jennings v. Open Door Mktg. Inc. (N.D. Cal. Oct. 3,
27 2018) 2018 U.S. Dist. LEXIS 171356, at *27 (approving settlement with PAGA penalties of 0.6%
28 where “[p]laintiffs [have] submitted the settlement agreement to the LWDA, and the LWDA has

1 not objected to the settlement.

2 Thus, Plaintiffs and their counsel discounted the value of the class claims consistent with
3 the risks discussed above, as well as the potential applicability of arbitration agreements signed by
4 many Settlement Class Members. They carefully weighed the likelihood of the class receiving
5 substantially greater benefit if the litigation continued, and concluded – in light of these very real
6 and substantial risks – settlement on the proposed terms and without prolonged and costly litigation
7 was in the best interests of the class. The overall \$5,115,000 recovery represents a significant
8 percentage of Defendant’s potential exposure and, given Defendant’s multi-layered defenses and
9 all other potential risks of continued litigation, a total recovery for the class of \$5,115,000, which
10 will result in average award of some \$826 per class member, plus additional sums under PAGA, is
11 a significant result well within the range of reasonableness considering all potential outcomes, and
12 it will provide direct monetary awards to all Settlement Class Members without further delay.
13 [Trenner Decl., ¶¶ 48-49; Mooradian Decl., ¶¶ 2-7, Nourmand Decl., ¶ 2-6.]

14 Importantly, the mere fact that a settlement does not provide the same recovery as might be
15 achieved at trial is not a proper indicator of whether the settlement is fair, reasonable, and adequate.
16 Wershba, 91 Cal.App.4th at 246, 250 (“Compromise is inherent and necessary in the settlement
17 process...even if the relief afforded by the proposed settlement is substantially narrower than it
18 would be if the suits were to be successfully litigated, this is no bar to a class settlement because
19 the public interest may indeed be served by a voluntary settlement in which each side gives ground
20 in the interest of avoiding litigation”); 7-Eleven Owners for Fair Franchising v. Southland Corp.
21 (2000) 85 Cal.App.4th 1135, 1150 (“The fact that a proposed settlement may amount to only a
22 fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is
23 grossly inadequate and should be disapproved”); White v. Experian Information Solutions, Inc.
24 (C.D. Cal. 2011) 803 F.Supp.2d 1086, 1098 (rejecting contention settlement was not fair and
25 reasonable even though it represented 99% discount off the maximum value of the claims); Lane
26 v. Facebook, Inc. (9th Cir. 2012) 696 F.3d 811, 819 (“[T]he question whether a settlement is
27 fundamentally fair . . . is different from the question whether the settlement is perfect in the
28 estimation of the reviewing court”). Importantly as well, the proposed settlement is non-

1 reversionary and will provide immediate benefits to the Settlement Class Members without a claims
2 process. White, 803 F.Supp.2d at 1098; c.f., Federal Judicial Center, Managing Class Action
3 Litigation: A Pocket Guide for Judges (3d ed. 2010) at 20, available at [http://](http://www.fjc.gov/sites/default/files/2012/ClassGd3.pdf)
4 www.fjc.gov/sites/default/files/2012/ClassGd3.pdf (reversionary provisions and/or cumbersome
5 claims process may indicate lack of fairness). Plaintiffs and their counsel submit the settlement is
6 within the “range of reasonableness,” and is fair and adequate for the Class.

7 **V. SETTLEMENT ADMINISTRATION COSTS**

8 The settlement provides for a payment to Phoenix for its services as the Settlement
9 Administrator. As set forth in the Declaration of Kevin Lee, Phoenix performed and will continue
10 to perform its required duties through final distribution of the settlement funds and incurred
11 \$25,995 in fees and expenses. [Lee Decl., ¶ 17, Exh. B.] Plaintiffs accordingly request the Court
12 approve payment of \$25,995 to Phoenix from the GSA. [Trenner Decl., ¶ 24.]

13 **VI. PLAINTIFFS’ ENHANCEMENT AWARDS**

14 Pursuant to the terms of the settlement, Plaintiffs seek modest incentive awards of \$5,000
15 each for their service in bringing these claims on behalf of the Class. These requests are
16 reasonable given the risks they undertook on behalf of the Class Members, and by contacting and
17 retaining counsel to pursue these claims, Plaintiffs helped make this settlement possible for the
18 absent Class Members, while shouldering the risk of being liable for Defendant's litigation costs.
19 Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit
20 (discoverable even through a simple google search) for the benefit of other employees, placing
21 them at risk of discrimination by future prospective employers. As set forth in more detail in their
22 respective declarations filed with the preliminary approval motion, among taking many other
23 actions assisting in the successful litigation of this case, Plaintiffs provided substantial factual
24 information and documents to counsel, attended numerous meetings/phone conferences with
25 counsel to discuss the case, and kept abreast of all significant developments. [Declarations of
26 Christian Solis, Akila Davenport, Pearl Palacios, Ryan Crowe, Christian Fernandez, and Rene A.
27 Sorto (all filed on or about February 19, 2026; Trenner Decl., ¶ 25.) Accordingly, the requested
28 enhancement payments to the Plaintiffs are appropriate and justified as part of the settlement.

1 Staton v. Boeing (9th Cir. 2003) 327 F.3d 938, 977 (collecting cases awarding class
2 representatives service and incentive payments ranging from \$2,000 to \$25,000).

3 **VII. THE REQUESTED ATTORNEY'S FEES AND COSTS ARE REASONABLE AND**
4 **SHOULD BE APPROVED**

5 **A. The Attorney's Fees Requested Are Fair and Reasonable and Should Be**
6 **Approved**

7 This Court has discretion over the amount of attorneys' fees awarded and court approval
8 is required for Class Counsel's fees. Cal. Rule of Court 3.769; Levy v. Toyota Motor Sales,
9 U.S.A. (1992) 4 Cal.App.4th 807, 813; Lealao v. Beneficial Cal., Inc. (2000) 82 Cal.App.4th
10 19. In defining a reasonable fee, the Court should attempt to mimic the marketplace for cases
11 involving significant contingent risk, such as this one. Deposit Guaranty Nat'l Bank, Jackson,
12 Miss. v. Roper (1980) 445 U.S. 326, 338, rehg. den. 446 U.S. 947; Lealao, 82 Cal.App.4th at
13 49-50 (court should attempt "to award the fee that informed private bargaining, if it were truly
14 possible, might have reached" in determining a reasonable fee, and a fee award should
15 approximate a "range of fees freely negotiated in comparable litigation"). Here, Class
16 Counsel's request for attorney's fees and costs is reasonable and justified by the work
17 performed, the benefits obtained, and the contingent risk assumed. As addressed in detail
18 above, at the time the parties reached the tentative settlement success for Plaintiffs and the
19 putative class was far from certain. Plaintiffs faced a real risk that some or all the claims would
20 not be certified for class treatment, as Defendant had strong arguments that their compensation
21 policies were legal and properly compensated the class members. Even if Plaintiffs certified
22 some or all of the claims and ultimately prevailed on the merits, it undoubtedly would have
23 taken several years to realize any recovery while they pursued class certification, trial, and an
24 almost certain appeal. [Trenner Decl., ¶¶ 15-21.]

25 Nonetheless, Plaintiffs succeeded and expeditiously obtained the relief they set out to
26 obtain, and the settlement provides substantial cash payments to Class Members, with an
27 average award of about \$826, and with a maximum award of over \$3,490. Importantly as well,
28 the Class Members have been overwhelmingly supportive of the Settlement – there are no

1 objections and only two opts out from the settlement. [Lee Decl., ¶¶ 8-9.]

2 **B. The Requested Fee Award Is Reasonable and Appropriate**

3 The United States Supreme Court has ruled the parties to a class action properly may
4 negotiate not only the settlement of the action itself but also the payment of attorney's fees.
5 Evans v. Jeff D. (1986) 475 U.S. 717, 734-35, 738, fn. 30.) In Hensley v. Eckerhart (1983)
6 461 U.S. 424, 437, the Supreme Court explained that negotiated, agreed-upon attorney's fee
7 provisions are the ideal towards which the parties should strive: "A request for attorney's fees
8 should not result in a second major litigation. Ideally, of course, litigants will settle the amount
9 of a fee." The United States Supreme Court has reemphasized this policy and further stressed
10 trial courts have "a responsibility to encourage agreement" on fees. Blum v. Stenson (1984)
11 465 U.S. 886, 902 n.19.

12 As part of the Settlement, Defendant agreed not to object to an award of no more than
13 1/3 of the GSA for attorney's fees, or \$1,705,000.00, and up to \$50,000 in reimbursement for
14 litigation costs and expenses (only \$44,019.44 is requested). Such a fee is commensurate with
15 what the market would provide for similar services and the Court therefore can most certainly
16 enforce the agreement. As California's Court of Appeal has instructed:

17 Given the unique reliance of our legal system on private litigants to enforce
18 substantive provisions of law through class and derivative actions, attorneys
19 providing the essential enforcement services must be provided incentives roughly
20 comparable to those negotiated in the private bargaining that takes place in the
legal marketplace, as it will otherwise be economic for defendants to increase
injurious behavior.

21 Lealao, 82 Cal.App.4th at 47.

22 Here, the parties did not negotiate the inclusion of attorney's fees until after extensive
23 arms-length bargaining regarding relief to the Class was completed. [Trenner Decl., ¶ 26.]
24 The requested fee and cost award was a product of these arms-length negotiations and fairly
25 reflects the marketplace value of the services rendered by Class Counsel in this case. As a
26 result, the fee agreed to by the parties should be approved.

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28 /////

1 **C. Class Counsels' Fees are Justified When Calculated as a Percentage of the**
2 **Common Fund**

3 In approving fee applications, courts typically apply either a percentage-of-recovery
4 method or the lodestar method. Laffitte v. Robert Half Int'l., Inc. (2016) 1 Cal.5th 480, 489;
5 Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 254, disapproved on other
6 grounds, Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260. The California
7 Supreme Court recently recognized the advantages and equities of calculating attorney's fees
8 using the percentage-of-the-common-fund method in another wage-and-hour case:

9 The recognized advantages of the percentage method-including relative ease of
10 calculation, alignment of incentives between counsel and the class, a better
11 approximation of market conditions in a contingency case, and the
12 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.

13 Laffitte, 1 Cal.5th at 503 (citations omitted).

14 Indeed, both California and federal courts have long recognized an appropriate method
15 for determining the award of attorney's fees is based on a percentage of the total value of
16 benefits afforded to class members by the settlement. Serrano v. Priest (1977) 20 Cal.3d 25,
17 34; Boeing Co. v. Van Gernert (1980) 444 U.S. 472, 478; Vincent v. Hughes Air West, Inc.
18 (9th Cir. 1977) 557 F.2d 759, 769. Awarding a fee based on a percentage of the common fund
19 recovered operates to "spread litigation costs proportionately among all the beneficiaries so
20 that the active beneficiary does not bear the entire burden alone." Vincent, 557 F.2d at 769.

21 In determining a reasonable common fund fee award, courts should also consider the
22 fact that fees serve as an economic incentive for lawyers to bring class action litigation to
23 achieve increased access to the judicial system for meritorious claims and to enhance deterrents
24 to wrongdoing. Conte, Attorney Fee Awards (2d ed. 1993) § 104. Without prosecution on a
25 contingent basis and use of the class action mechanism, the courthouse door would effectively
26 be closed to most class members due to the relatively small size of their individual claims in
27 relation to the enormous time and cost associated with class action litigation.

28 Here, Class Counsel seek a fee award for their successful prosecution and resolution of

1 this action of no more than 33.33% of the GSA, and specifically \$1,705,000. The percentage
2 requested is justified for the reasons set forth further below, and comports with fee awards
3 calculated on a percentage-of-the-benefit basis. Indeed, review of class action settlements
4 shows that courts have historically awarded fees in the range of 20 to 50 percent, depending
5 upon the circumstances of the case. In re Warner Communications Sec. Litig. (S.D.N.Y. 1985)
6 618 F.Supp. 735, 749-50 (concluding that percentage fees in common fund cases range from
7 20 to 50 percent); Newberg, Newberg on Class Actions (3d ed.) § 14.03, pp. 13-14 ("Usually
8 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to
9 assure that the fees do not consume a disproportionate part of the recovery obtained for the
10 class, although somewhat larger percentages are not unprecedented.").

11 Indeed, in addition to the California Supreme Court's approval of a 1/3 fee in Lafitte,
12 other courts in California likewise routinely approve fees of 1/3. Chavez v. Netflix, Inc. (2008)
13 162 Cal.App.4th 43, 66 n.11 ("Empirical studies show that, regardless whether the percentage
14 method or the lodestar method is used, fee awards in class actions average around one-third of the
15 recovery"). "Under the percentage method, California has recognized that most fee awards based
16 on either a lodestar or percentage calculation are 33 percent" Smith v. CRST Van Expedited,
17 Inc. (S.D. Cal. 2013) 2013 WL 163293, at *5. *See also* Bickley v. Schneider Nat'l Carriers, Inc.
18 (N.D.Cal. Oct. 13, 2016) 2016 WL 6910261, at *4 (awarding attorney's fees of one-third of
19 the recovery); Barbosa v. Cargill Meat Solutions Corp. (E.D. Cal. 2013) 297 F.R.D. 431, 449-
20 450 (one-third of the settlement); Garcia v. Gordo Trucking, Inc. (E.D. Cal. Oct. 31, 2012)
21 2012 WL 5364575 (approving attorney's fees of one-third of the common fund); Vasquez v.
22 Coast Valley Roofing (E.D. Cal. 2010) 266 F.R.D. 482 (approving award of attorney's fees of
23 one-third of the amount recovered by the class); Stuart v. RadioShack Corp. (N.D. Cal. 2010)
24 2010 WL 3155645 (awarding attorney's fees of recovery and noting the one-third award was
25 "well within the range of percentages which courts have upheld as reasonable in other class
26 action lawsuits.").

27 **D. A Lodestar Cross-Check Also Supports Class Counsel's Fee Request**

28 To ensure the fairness of an attorney's fee award, courts frequently conduct a lodestar

1 cross check of counsel's fees. "A lodestar cross-check thus provides a mechanism for bringing
2 an objective measure of the work performed into the calculation of a reasonable attorney fee."
3 Laffitte, 1 Cal.5th at 504. Here, Class Counsel collective efforts resulted in a reasonable
4 aggregate lodestar of \$722,380.

5 As set forth in Class Counsels' declarations filed herewith, all counsel has expended
6 hundreds of hours on extensive investigation and discovery, case management, law and motion,
7 and settlement negotiation and administration. [Trenner Decl., ¶ 27, Exh. 2; Naessig Decl., ¶¶ 6-
8 16, Mooradian Decl., ¶¶ 2-8, Nourmand Decl., ¶¶ 6-12.] Additionally, Class Counsel will incur
9 additional time following final approval to, inter alia, respond to class member inquiries, attend to
10 distribution of settlement funds, and on the compliance hearing.

11 In pursuing this matter, Class Counsel collectively incurred total attorney's fees of
12 \$722,380, and that lodestar is based on an eminently reasonable number of hours worked to litigate
13 this matter to a successful conclusion. The requested attorney hourly rates are reasonable and
14 comport with hourly rates charged by other attorneys with similar experience in this practice area
15 in California. On a lodestar basis, the fee request of \$1,705,000 represents the base lodestar
16 with a reasonable upward multiplier of 2.36, which is entirely in line with California precedent.
17 [Trenner Decl., ¶¶ 28-46; Naessig Decl., ¶¶ 6-16, Mooradian Decl., ¶¶ 2-8, Nourmand Decl., ¶¶ 6-
18 12.] Indeed, courts in California and elsewhere routinely approve multipliers at or even in
19 excess of the proposed multiplier here. Wershba, 91 Cal.App.4th at 255 ("Multipliers can
20 range from 2 to 4 or even higher."); In Re IDB Communication Group, Inc. Sec. Litig. (C.D. Cal.
21 Jan. 17, 1997) (common fund award with lodestar crosscheck and 6.2 multiplier); Kraft v. County
22 of San Bernardino (C.D. Cal. 2008) 624 F.Supp.2d 1113, 1125 (common fund award with
23 lodestar crosscheck and 5.2 multiplier in civil rights litigation, and collecting cases with
24 modifiers up to 19.6); In re Rite Aid Corp. Sec. Litig., (E.D. Pa. 2001) 146 F.Supp.2d 706
25 (common fund award with lodestar crosscheck and a multiplier of 4.5-8.5, which the court
26 described as "handsome" but "unquestionably reasonable"); In re Beverly Hills Fire Litig. (E.D.
27 Ky. 1986) 639 F. Supp. 915 (multiplier of 5 for lead counsel). Class Counsel submit that the
28 requested 2.36 multiplier, while "handsome," also is "unquestionably reasonable" and

effectively operates to show that the percentage fee request is reasonable considering the challenges presented in this contingency fee matter, the excellent result, and appropriately compensates Class Counsel for the contingent risk assumed and delay in payment during the 4+ years counsel have been representing Plaintiffs across several lawsuits. Thus, the multiplier results in a fee constituting a fair return on the contingency.

E. The Award is Supported By 1) the Results Achieved; 2) the Risk, 3) the Skill Required, 4) the Contingent Nature of the Fee and 5) Awards in Similar Cases.

What has now emerged in most fee award decisions is the recognition that fee determinations in both common fund and statutory fee situations are incapable of mathematical precision because of the intangible factors that must be resolved in the court's discretion based on the circumstances of each particular case. Conte, § 207, p. 44. In determining an appropriate fee in a common fund case, a Court must decide, based on the unique posture of each case, what percentage of the common fund would most reasonably compensate Class Counsel given the nature of the litigation and the performance of counsel. Paul, Johnson, Alston & Hunt v. Gaulty (9th Cir. 1989 886 F.2d 268, 272) (the benchmark percentage fee may be adjusted to account for the circumstances involved in a case).

Courts apply a five-part test in calculating a reasonable percentage fee in common fund cases: (1) the results achieved; (2) the risk of litigation; (3) the skill required and the quality of work; (4) the contingent nature of the fee and the financial burden carried by the plaintiffs; and (5) awards made in similar cases. Laffitte, 1 Cal.5th at 489.

1. The Results Achieved.

Class Counsel obtained an excellent result in this case for the Class Members. The Settlement provides real monetary benefits to the Class Members, and the Settlement is particularly advantageous to the Class Member because the proceeds will be distributed shortly as opposed to waiting additional years for a similar, or possibly, less favorable result. Considering many individual claims would be very modest and would not be cost-effective to pursue successfully, the Settlement provided them with fair compensation for their claims. Moreover, the absence of any objection to either the Settlement or the attorney's fee request

1 bolsters the excellent results. Indeed, the approval of the Class is overwhelming as indicated
2 by the fact that only two class members opted out. Additionally, the settlement amounts to a
3 substantial percentage of the maximum value of the amount the Class might have obtained if
4 it had tried the case and recovered on all theories seeking recovery of wages and penalties. "It
5 is well-settled law that a cash settlement amounting to only a fraction of the potential recovery
6 does not per se render the settlement inadequate or unfair." In re Omnivision Techs., Inc., 559
7 (N.D. Cal. 2008) F.Supp.2d 1036, 1042.

8 **2. Class Counsel Bore Considerable Risk.**

9 At the time of filing the complaint, Class Counsel recognized that they would have to
10 expend a substantial amount of time and advance significant costs to prosecute a statewide
11 class action suit with no guarantee of compensation or reimbursement, in the hope of
12 prevailing against a sophisticated company represented by first-rate attorneys. Despite
13 their belief in the validity of Plaintiffs' claims, they also knew they faced substantial risks
14 of class certification and the ability to prove class-wide and individual damages. In light of the
15 highly uncertain nature of this suit, Class Counsel also bore the risk that Defendant would dig
16 in and attempt to bury their small firm in work. Given the small size of Class Counsel's firm,
17 not receiving any compensation for several years while simultaneously advancing litigation
18 costs posed considerable risk and difficulty. [Trenner Decl., ¶¶ 47-48.]

19 **3. The Skill Required and the Quality of Work.**

20 Practice in the narrow area of wage and hour litigation requires skill, knowledge and
21 experience. The issues presented in this case required more than just a general appreciation of
22 wage and hour law and class action procedure. This Settlement was possible only because
23 counsel persuaded Defendant that Plaintiffs and the putative class had a realistic chance
24 of prevailing on their claims despite Defendant's contrary arguments, and that the case
25 would be pursued through class certification and trial if necessary. In successfully
26 navigating these hurdles, Class Counsel displayed appropriate skill while pursuing a risky
27 and difficult case.

28 /////

4. The Contingent Nature of the Fee and Risk Assumed

There is a substantial difference between the risk assumed by attorneys being paid by the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank with his fee. Powers v. Eichen (9th Cir. 2000) 229 F.3d 1249, 1256. The attorney working on a contingent basis can only log hours while working without pay towards a result that will hopefully entitle him to a market fee considering the risk and other factors of the undertaking. Id. at 1257. Otherwise, the contingent fee attorney receives nothing. Id. In this case, Class Counsel subjected themselves to this risk in this all or nothing contingent fee case wherein the necessity and financial burden of private enforcement makes the requested award appropriate.

Counsel retained on a contingency fee basis, whether in private matters or in class action litigation, is entitled to a premium beyond their standard, hourly, non-contingent fee schedule to compensate for both the contingent risk assumed and the delay in payment. The simple fact is that despite the most vigorous and competent of efforts, success is never guaranteed. McKittrick v. Gardner (4th Cir. 1967) 378 F.2d 872, 875. Indeed, if counsel is not adequately compensated for the risks inherent in difficult class actions, competent attorneys will be discouraged from prosecuting similar cases. Ketchum v. Moses (2001) 24 Cal.4th 1122, 1132-33; Cazares v. Saenz (1989) 208 Cal.App.3d 279, 287.

Here, the contingent fee practices of Plaintiffs' counsel simply do not accommodate the investment of unnecessary time in a case, and the adverse resolution of any one of several difficult issues present in this matter could have doomed the entire effort. As discussed, the attorney's fees in this case were not only contingent but fairly risky, and there was always a distinct possibility Plaintiffs' counsel would receive nothing for any number of reasons. Indeed, Class Counsel has, on multiple occasions, ultimately recovered no fee in several wage and hour class action cases despite investing substantial attorney time and out-of-pocket costs. [Trenner Decl., ¶¶ 47-48.] Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel also support the fee requested.

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1 **5. Awards in Other Cases**

2 As discussed, the attorney's fees requested by Class Counsel are within the range of
3 fees awarded in comparable cases, as California courts regularly approve class action fee
4 awards amounting to 1/3 of a common fund, as approved by the California Supreme Court in
5 Lafitte. Additionally, review of class action settlements over the past 10 years shows that the
6 courts have historically awarded fees in the range of 20 to 50 percent, depending upon the
7 circumstances of the case. In re Warner Communications Sec. Litig. (S.D.N.Y. 1985) 618
8 F.Supp. 735, 749-50 (concluding that percentage fees in common fund cases range from 20 to
9 50 percent); Newberg, Newberg on Class Actions (3d ed.) § 14.03, pp. 13-14 ("Usually 50%
10 of the fund is the upper limit on a reasonable fee award from a common fund in order to assure
11 that the fees do not consume a disproportionate part of the recovery obtained for the class,
12 although somewhat larger percentages are not unprecedented."). Class Counsel's requested
13 fees equal to 33.33% the gross amount recovered on behalf of the class and are well within the
14 range of reasonableness under either the percentage of the recovery or the lodestar method in
15 light of the contingent risk assumed, the delay in payment, the result achieved, and the overall
16 quality of the representation.

17 **F. Class Counsels' Costs and Expenses are Reasonable**

18 Plaintiffs' counsel also request reimbursement of actual out-of-pocket expenses incurred to
19 prosecute this action. These expenses were incidental and necessary to the effective representation
20 of the employees, and Plaintiffs' counsel is permitted to recover litigation costs and expenses under
21 the common fund doctrine and the Settlement Agreement. Serrano, 20 Cal.3d at 35 (common fund
22 doctrine permits recovery of fees and costs from the fund); Rider v. County of San Diego (1992)
23 11 Cal.App.4th 1410, 1424 n.6 (costs are recoverable from the common fund "[o]f necessity, and
24 for precisely the same reasons discussed above with respect to the recovery of attorneys' fees by ...
25 [Plaintiffs'] attorneys"). Plaintiffs' counsel also is entitled to recover "those out-of-pocket expenses
26 that would normally be charged to a fee-paying client." Harris v. Marhoefer (9th Cir. 1994) 24 F.3d
27 16, 19.

28 Class Counsel collectively incurred a total of \$44,019.44 in expenses incurred in

1 connection with this litigation. These expenses include the amounts paid for court filing
2 fees, service of process, expert fees, postage, and mediation fees, all of which are costs
3 normally billed to and paid by the client. These costs were reasonably incurred in the
4 prosecution of this matter, and were necessary for the successful prosecution of the case
5 and accordingly Plaintiffs' counsel requests reimbursement for costs in the amount of \$44,-
6 19.44 consistent with the cap imposed under the Settlement Agreement. [Trenner Decl., ¶¶
7 49-50; Naessig Decl., ¶ 17, Mooradian Decl., ¶ 9, Nourmand Decl., ¶ 13.]

8 **VIII. CONCLUSION**

9 For all the foregoing reasons, Plaintiffs respectfully request that the Court grant this motion
10 and grant final approval of the proposed class action settlement and approve the payment of PAGA
11 penalties to the State. Plaintiffs further request the Court approve payment of the Settlement
12 Administrator's fees and expenses, approve the requested class representative enhancement
13 payments, approve the award of attorney's fees and costs as requested, and enter judgment in this
14 action. Finally, Plaintiffs request the Court set a final compliance hearing for September 9, 2027,
15 or a later date convenient for the Court.

16
17 Dated: August 18, 2026

CROSNER LEGAL, P.C.

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20 Zachary Crosner

21 Jamie Serb

22 Attorneys for Plaintiffs
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