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LETICIA CORNELL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LETICIA CORNELL, on behalf of herself, those similarly situated, and/or aggrieved California-based non-exempt employees, Plaintiff, v. FLEMING & BARNES, INC. dba DIMONDALE ADOLESCENT CARE FACILITY; and DOES 1 through 100, inclusive, Defendants.	CASE NO: 22STCV29152 CLASS ACTION *[Assigned For All Purposes to: Honorable Elaine Lu, Dept. SSC-9]* **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; SERVICE PAYMENT; REASONABLE ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES** *[Filed concurrently with Declaration of S. Sean Shahabi; Declaration of Norma Ayala; [Proposed] Order of Final Approval and Judgment lodged concurrently herewith]* Hearing Date: July 30, 2026 Time: 8:30 a.m. Dept: SSC-9 Complaint Filed: September 7, 2022 Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on July 30, 2026, at 8:30 a.m., or as soon thereafter as they may be heard in Department 9 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, Plaintiff Leticia Cornell ("Plaintiff"), on behalf of herself and all others similarly situated and aggrieved, and as preliminarily approved class representative of the Settlement Class, will and hereby does move for this Court for entry of an Order:

1. Finally certifying the Settlement Class;
2. Finally approving the representative Plaintiff as Class Representative;
3. Finally approving Jaurigue Law Group as Class Counsel;
4. Finally approving the settlement claims under the terms set forth in the Amended Joint Stipulation of Class Action and PAGA Settlement and Release (the "Settlement Agreement");[1]
5. Finally approving of payment of the Gross Settlement Amount of $600,000.00;
6. Finally approving the payment of $9,875.00 for settlement administration to Apex Class Action, Inc. ("Apex") from the Gross Settlement Amount;
7. Finally approving the Class Representative Service Payment of $5,000.00 to Plaintiff, in consideration for her extensive efforts in prosecuting this case;
8. Finally approving payment of reasonable attorneys' fees to Class Counsel in the amount of $200,000.00, which amounts to one-third (33 1/3%) of the Gross Settlement Amount;
9. Finally approving reimbursement of Class Counsel's costs in the amount of $18,768.87;
10. Finally approving PAGA penalties in the amount of $28,000.00, seventy-five percent (75%), or $21,000.00, of which will be paid to the LWDA out of the Gross Settlement Amount, and twenty-five percent (25%), or $7,000.00, of which will be distributed to Aggrieved Employees; and
11. Entering a Final Judgment consistent with the terms of the Settlement Agreement.

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

Good cause exists for the 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 S. Sean Shahabi and Norma Ayala, 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 Action and PAGA Settlement and the Supplemental Brief in support thereof (collectively, the "Motion for Preliminary Approval").

Dated: June 30, 2026

JAURIGUE LAW GROUP

By: Sean Shahabi

S. Sean Shahabi, Esq.
Attorneys for Plaintiff Leticia Cornell

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Leticia Cornell ("Plaintiff"), on behalf of herself and the preliminarily approved putative class and aggrieved employees, seeks final approval of a proposed settlement of this wage-and-hour class action and PAGA representative action (the "Action") under the Labor Code Private Attorneys' General Act, codified at Labor Code section 2698, *et seq.* ("PAGA") against defendant Fleming & Barnes, Inc., dba Dimondale Adolescent Care Facility ("Defendant"). As this court previously found in preliminarily approving the Settlement on January 21, 2026, the Settlement Agreement 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, the settlement administrator, of Apex Class Action, LLC ("Apex" or "Settlement Administrator"), issued a Class Notice to the Class Members. According to the Class Notice, a true and correct copy of which appears at Exhibit "A" of the Settlement Administrator's Declaration, the deadline for Class Members to opt out or object to the Settlement was March 30, 2026 (extended to April 13, 2026, for Class Members who received a re-mailed notice). Pursuant to her declaration, of the 726 Class Members on the class list provided by Defendant to the Settlement Administrator, zero (0) Class Members have objected to the Settlement and only one (1) has opted-out to date. Therefore, 99.86% of Class Members are part of the Settlement Class. This is because the Settlement is plainly fair, reasonable, and adequate in light of the probable outcome of further litigation relating to liability and damages issued.

As this Court knows from the Motion for Preliminary Approval, the parties were able to reach a settlement resolving the dispute in this matter after extensive exchange of documents and information, discussions between counsel about the strengths and weaknesses of the claims and defenses, and a full-day mediation before mediator Lou Marlin on July 9, 2024, resulting in a class settlement via a mediator's proposal subject to the Court's approval

Specifically, Class Counsel – comprised of attorneys from Jaurigue Law Group – concluded, after considering the sharply disputed factual and legal issues involved in the Action, including, without limitation, 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; 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 has achieved a great result in this litigation under the circumstances, embodied in the Settlement Agreement, achieving an *average* net payment to Class Members of approximately **$<u>460.86</u>**, with the *highest* estimated payment to be **$<u>2,590.42</u>**. 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 Settlement Class. And this is evidenced by the fact that, to date, <u>zero (0) Class Members objected to the Settlement and only one (1) out of 726 Class Members has opted-out</u>.

For all of 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 (k)(1).

II. <u>BRIEF PROCEDURAL SUMMARY</u>

On September 7, 2022, Plaintiff commenced this Action by filing a complaint alleging eight (8) causes of action against Defendant for failing to (1) pay minimum wages; (2) pay overtime wages; (3) provide meal period premiums; (4) provide rest period premiums; (5) timely pay final wages; (6) provide compliant wage statements; (7) comply with the requirements of Business & Professions Code section 17200, et seq.; and for (8) violations under the Private Attorneys General Act, Cal. Lab. Codes sections 2698, *et. seq*.

Prior to the mediation, Defendant provided Plaintiff with time and payroll records for the putative class, a list of putative class identifiers (names redacted), and information about their employment status (hire date, termination, etc). The time and payroll records consisted of 2703 pages of records for the year 2020 and 3382 pages of records for 2021. Defendant represented that these records covered all of the employees Defendant employed during those years. Each page corresponded to a semi-monthly period. Defendant also provided all of its employee handbooks and policy manuals applicable to the class, including meal and rest break policies. Defendant also provided all of Plaintiff's personnel and payroll records, including all unredacted timecards and wage statements. Defendant also provided information regarding the number of class members and workweeks at issue during the relevant time period.

After engaging in informal discovery, investigations, and negotiation, on July 9, 2024, the parties participated in an all-day mediation presided over by Lou Marlin, Esq., ultimately resulting in the parties reaching a tentative global settlement, subject to the Court's approval. The parties then negotiated and memorialized a long-form class settlement agreement, which was then amended before the Court granted preliminary approval, culminating in the Amended Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Agreement") (*See* Declaration of S. Sean Shahabi ("Shahabi Decl.,"), ¶3; **Exhibit A** thereto).

During those negotiations, Defendant denied, and continues to deny, each of the allegations asserted in the Action, have repeatedly asserted and continues to assert defenses to Plaintiff's claims and contentions, and expressly denied and continues to deny that they engaged in any wrongdoing or have any liability arising out of any of the facts or conduct alleged in the Action. Nevertheless, the parties concluded, after considering the sharply disputed factual and legal issues involved in the Action, the risks associated with further prosecution, the substantial benefits to be received pursuant to the compromise and settlement of the Action and tentatively agreed upon terms to settle the Action.

On January 21, 2026, this Court preliminarily approved the Settlement and ordered the mailing of the Class Notice to the Class Members. On February 13, 2026, the Settlement Administrator caused for the mailing of the Class Notice, providing Class Members until March 30, 2026 (*i.e.,* 45 days) to opt-out or submit a written objection. *See* Declaration of Norma Ayala ("Ayala Decl."), ¶¶8, 11; **Exhibit A** thereto. The extended response deadline for Class Members who received a remailed notice following the Administrator's receipt of an undeliverable Class Notice was April 13, 2026. *Id.,* ¶¶ 9, 11. In response, to date, only one of the 726 Class Members has opted-out of the Settlement and none of them have objected to it. *Id.*, ¶¶12, 13; **Exhibit B** thereto.

III. TERMS OF THE SETTLEMENT

The terms of the Settlement are as follows:

- The Class is defined as "all persons currently or formerly employed by Defendant either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt in the State of California during the Class Period." (Agreement, ¶1.5. (*See* Exhibit A to Shahabi Decl.))
- The Class Period is defined as the period from September 7, 2018, through October 7, 2024. (Agreement, ¶1.12)
- Defendant shall pay $600,000.00, which is referred to herein as the Gross Settlement Amount. (Agreement, ¶1.22)
- "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period. (Agreement, ¶1.45)
- Defendant will fund the settlement within fourteen (14) calendar days after the Effective Date, include from Defendant's receipt of the filed Final Approval and the Administrator's calculation of the employer's payroll taxes. (Agreement, ¶4.3)
- "Effective Date" means the date by when both of the following have occurred: (a)

the Court enters a Judgment on its order granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur or the date there is a final dismissal of any proceeding to review the Final Approval, provided that the Final Approval is affirmed and/or not reversed in any part. (Agreement, ¶1.18)

- This is a non-reversionary settlement. (Agreement, ¶3.1.)
- The Settlement Administration costs of $9,875.00 will be paid out of the Gross Settlement Amount. (Agreement, ¶3.2.3)
- Class Counsel hereby apply for, and Defendant shall not oppose, attorneys' fees of 33.33% of the Gross Settlement Amount, which amounts to $200,000.00, and actual costs incurred of $18,768.87[2], all of which will be paid out of the Gross Settlement Amount. (Agreement, ¶¶1.22, 3.2.2)
- Class Counsel hereby apply for, and Defendant will not oppose, the Class Representative Service Payment of $5,000.00 to Plaintiff. (Agreement, ¶3.2.1)
- Defendant has agreed to pay $28,000.00 as PAGA Penalties, seventy-five percent (75%) or $21,000.00 of which will be paid to the LWDA out of the Gross Settlement Amount, and twenty-five percent (25%) or $7,000.00 to the "Aggrieved Employees," defined as "a person employed by Defendant either directly or through any subsidiary, staffing agency, or professional employer organization, as a non-exempt, hourly-paid employee in the State of California during the PAGA Period[,]" which is July 5, 2021, through October 7, 2024. (Agreement, ¶¶1.4, 1.31, 1.34)

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[2] The Settlement Agreement provides for up to $23,000 in reimbursement of attorneys' costs, however Class Counsel seeks reimbursement of only $18,768.87 of costs incurred, as further set forth in the Declaration of S. Sean Shahabi.

- Class Members and Aggrieved Employees will have one hundred eighty (180) days from the date of issuance of the check to cash their check(s), after which the check(s) will be voided and the Administrator will 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 Code of Civil Procedure section 384, subd. (b). (Agreement, ¶¶4.5.1, 4.5.3)

IV. THE COURT SHOLD 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, *disapproved on other grounds by Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.) 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* §11.51 (3rd 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 the product of substantial effort by the parties and their counsel. The settlement was reached after extensive factual and legal investigation and research; a review of pleadings; exchanges of documents and information; correspondence and negotiation between counsel; analysis of data pertaining to the number of Workweeks and Class Members during the Class Period, hire dates, termination dates, rates of pay, and number of pay periods for Class Members and Aggrieved Employees, analysis of

Defendant's employment policies; and analysis of all of Plaintiff's personnel records. (Shahabi Decl., ¶4.)

Furthermore, the settlement was reach after participating in a full day of mediation. (*Id.*, ¶5.) The settlement amount is a compromise figure, that considered the risks related to certification, liability, and management. (*Id.*)

Plaintiff asserts that the wage and hour claims and the claims for resulting penalties would be certified. (*Id.*, ¶6.) On the other hand, Class Counsel understood from the mediator and the mediation process that Defendant argued the following: Defendant contends Plaintiff could not meet the requirements of class certification as Defendant did not engage in any policies which were the product of an overarching policy that was uniformly applied to all Class Members, Defendant's timekeeping policies and practices were compliant and Class Members were prohibited from working off-the-clock, meal and rest periods were provided and timely taken by Class Members in compliance with California labor laws, and Defendant otherwise complied with California wage and hour laws. (*Id.*)

Class Counsel and Defendant's Counsel aggressively advanced the parties' respective positions through the litigation and settlement negotiations. (*Id.*, ¶7.) The negotiations were conducted, as discussed herein, after considerable investigation and analysis by capable and experienced Class Counsel. (*Id.*) 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. (*Id.*) As such, the parties ultimately recognized that the inherent expense, delay and uncertainty of class certification and trial present a real danger that an ultimate victory by either side may be of substantially less value than the Settlement. (*Id.*)

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 mediation session. (Shahabi Decl., ¶8.) This yielded information and documentation concerning the claims set forth in the Action. (*Id*.) 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. (*Id*.) Class Counsel was also provided with, reviewed, and analyzed voluminous corresponding time and payroll records, as well as policies and procedures in effect during the Class Period. (*Id*.) The foregoing analysis permitted Class Counsel to analyze the number of late, or unprovided meal periods and rest periods and the sufficiency of Defendant's meal and rest period policies. (*Id*.) 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. (*Id*.)

Based on this thorough investigation of the facts, Class Counsel believes that the Gross Settlement Amount of $600,000.00 is not only within the reasonable standard but constitutes an excellent result as it has been shown by the fact that, to date, <u>99.86% of the Class Members are participating in the settlement and none are objecting to it</u>. Furthermore, in light of the inherent difficulty and risks of litigation, the proposed settlement terms herein are eminently reasonable. It is 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, quoting *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, a class certification motion, potential decertification motions, summary judgment and/or summary adjudication motions, and potential appeals. This case would be particularly time-consuming and expensive given Plaintiff's claims that Class Members were not properly paid, 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.

Further litigation of these claims would likely have seen the deposition of tens, if not hundreds, 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.

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.

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, to date, 99.86% of the Class Members are participating in the Settlement and none have objected. (Ayala Decl., ¶¶12-15). Moreover, based on the Settlement Administrator's analysis, the average net payment to each Participating Class Member is estimated at **$480.86** and the highest net payment to a Participating Class Member is estimated to be **$2,590.42**. (*Id.*, ¶17.) Accordingly, the Settlement Agreement provides a significant benefit to the Settlement Class.

E. Class Counsel are Experienced Class and PAGA Action Litigators

Class Counsel, principally Sean Shahabi, Senior Managing Attorney with Jaurigue Law Group, is a respected member of the California Bar with a strong record of vigorous and effective advocacy of his clients, and is experienced in handling complex class action and PAGA litigation. (*See* Shahabi Decl., ¶¶22-34) Thus, Class Counsel are sufficiently experienced and qualified to evaluate the Class Members' claims and viability of Defendant's defenses.

The recovery for each Class Member is well within the acceptable range for this type of action. (Shahabi Decl., ¶9) Class Counsel and Plaintiff 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. (*Id.*) 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. (*Id.*) Furthermore, the Settlement Class has overwhelmingly supported the Settlement on the terms set forth in the Settlement Agreement, as evidenced by the 99.86% participation rate by the Settlement Class to date and no objectors. (*Id.*) Thus, this Settlement is highly favorable and is in the best interests of the Settlement Class.

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F. There are Zero Objections and Just One Opt-Out to Date

A lack of or small number of objections and opt-outs likewise indicates that the Settlement is fair, reasonable, and adequate. (*Laskey v. International Union, UAW* (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, to date, 725 of the 726 total Class Members (99.86%) are participating in the Settlement and none have objected. (Ayala Decl., ¶¶12-15). 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 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, informal 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 no objections filed and just one opt-out militate 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.

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V. THE PAYMENT TO THE SETTLEMENT ADMINISTRATOR IS REASONABLE

The Settlement Administrator fulfilled its duty to prepare and send the Class Notice to all Class Members, including the remailing of notices where returned mail was involved. (Ayala Decl., ¶¶4-9.) 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) to date, the total number of Class Members and number of shifts worked by Class Members, as well as the highest estimated payment, average estimated payment, and lowest estimated payment to be made to Class Members. (*Id*., ¶¶9-19.)

The Settlement Administrator will also, as part of its duties upon final approval, have to: calculate settlement award payments, issue and mail settlement award checks, handle necessary tax filings and reporting on these payments, and engage in any other tasks mutually agreed upon by the parties or ordered by the Court for Apex to undertake. (*Id*., ¶20.) The Settlement Administrator states that a fee of $9,875.00 is the total cost of administration of the Settlement, which is fair and reasonable. (*Id*.) Thus, Plaintiff and Class Counsel request that the Court approve payment of the final total cost of administration to Apex Class Action, LLC, to be deducted from the Gross Settlement Amount.

VI. PLAINTIFFS SHOULD BE AWARDED THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT

Plaintiff who served as the named plaintiff and class representative for the Class and Representative Action, and Class Counsel request that the Court finally approve a service payment of $5,000.00 to Plaintiff. Because a named plaintiff is an essential ingredient of any class action, a service payment is appropriate to induce individuals to step forward and assume the burdens and obligations of representing the class. In deciding the amount of a service payment 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 a service payment 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 plaintiffs, and the recovery. (*Roberts v. Texaco* (S.D.N.Y. 1997) 979 F.Supp. 185, 201.) Where the plaintiffs 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, 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 wage and hour practices and filled in key details regarding the entries thereon and answered key questions at pivotal moments throughout the litigation. (*See* Declaration of Leticia Cornell in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, ¶4, filed on June 18, 2025.))

The requested service payment requested for Plaintiff is in line with service payments in similar wage-and hour-class actions considering the burden this Action has caused Plaintiff, the risk of retaliation she faced, the intrusive questioning to which she was subjected, the several hours of time she contributed, and the constant attention to this matter to remain abreast of current events as the class representative. (*Id.*, ¶¶4-9.) Considering that Plaintiff likely could have received a greater amount in a much faster fashion had she pursued his claims individually, and because the request is unopposed by Defendant, Class Counsel hereby request that this Court finally approve a service payment of $5,000 to Plaintiff.

VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE FAIR, REASONABLE, AND APPROPRIATE

Class Counsel's application for an award of attorneys' fees in an amount of one-third (33.33%) of the Gross Settlement Amount is fair and reasonable. The requested fee is in line with the percentage requested by Plaintiffs' counsel generally in wage and hour class actions, and is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis. (*See* Shahabi Decl., ¶11.)

Further, through the notice sent to the Settlement Class, all Class Members were advised of the amount of attorneys' fees requested and no member 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 attorney fee percentage is reasonable.

The requested fees are very reasonable, and the results achieved for the Settlement Class are excellent. Class Counsel respectfully requests that this Court enter an Order to that effect. Class Counsel seeks a fee award calculated as a percentage of the total value of the Gross 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 Defendant's policies, and requesting and reviewing Plaintiff's time and pay records, personnel file, and exploring Defendant's corporate structure;
- Compliance with prerequisites in connection with Plaintiff's PAGA Notices;
- Prepare and filing the Complaint;
- Meeting and conferring with Defendant regarding mediation, performance of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
- Working with opposing counsel and consultants for the receipt of a representative sampling of time and payroll records and analyzing the same with the aid of expert consultants and Plaintiff to perform analyses of liability and exposure prior to attendance of the mediation in this matter;
- Selecting a mediator and mediation date;
- Analyzing written policies provided by Defendant;
- Preparation of a mediation brief and damages model for use at mediation;
- Attendance at mediation;
- Communicating with Plaintiff regarding updates on this matter to ensure she remained apprised of the events and happenings;
- Negotiating, finalizing and fully executing the Settlement Agreement, in connection with which multiple drafts were distributed and various communications were held with counsel directly to exchange viewpoints and information;
- Preparing a draft class notice and obtaining bids for administration;
- Preparation of the Motion for Preliminary Approval;
- Reviewing, analyzing, and modifying the Settlement Administrators 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.

(*See* Shahabi Decl., ¶12).

Moreover, over $18,000 of costs have been expended in connection with said investigations, analyses, and mediation. 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 requests that the Court award attorneys' fees in the amount of $200,000.00, and costs of $18,768.87, as further detailed in the Declaration of S. Sean Shahabi 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 mount. (*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 245 hours have been expended by Jaurigue Law Group's attorneys to date. The issue in this motion is not why the Court should award a fee commensurate with one-third (33.33%) 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 have collectively worked approximately 245.70 hours on this matter to date. (*See* Shahabi Decl., ¶¶ 13-17) Class Counsel's hourly rate in this case for S. Sean Shahabi is $850 per hour (87.30 hours billed to this matter); for Rex Phillips it is $650.00 per hour (89.20 hours); for Nicole Clancy it is $400 per hour (60.90 hours); and Hazel Blackman it is $300.00 per hour (8.30 hours) (*Id.,* ¶17 (**Exhibit B**, thereto)). At Class Counsel's respective hourly rates and time billed to this matter, this results in a total lodestar amount of **$159,035.00**. (*Id.*). This total lodestar amount is not inclusive of time worked by other attorneys at Jaurigue Law Group who provided spot written work-product and research assistance, nor the contribution of its paralegals and other support staff. (*Id.*).

B. Class Counsel's Hourly Rate

The hourly rates for the attorneys referenced above (and in the Shahabi Declaration) range from $300 to $850 per hour, based on their years of experience in general and in employment/wage and hour law in particular at the time the services were performed. (*Id.*, ¶18.) 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. Even decades ago, Courts have upheld rates as high as $450[3] per hour in employment matters. (*Bihun v. AT&T Information Systems. Inc.* (1993) 13 Cal. App. 4th 976, overruled on other grounds.)

Class Counsel's hourly rates are in line with, and, in fact, modest, compared with the hourly rates of other counsel in similar actions.

C. Class Counsel's Hours Spent on the Case and Requested Multiplier

Class Counsel have already spent over 245 hours litigating this case to date and bringing it to fruition. (Shahabi Decl., ¶¶ 16, 17). Several hours were spent on this case prior to litigation understanding Defendant's policies, practices, and business structure. (*Id*., ¶19.) Several hours were spent meeting and conferring with opposing counsel. (*Id*.) Several hours were spent negotiating the parameters of mediation, agreeing to a mediator and determining what informal discovery would be exchanged beforehand. (*Id*.) Several hours were spent performing informal discovery, including obtaining and reviewing Defendant's policies, as well as obtaining and reviewing, with the aid of expert consultants, the sampling of time and pay records from Defendant. (*Id*.) Several hours were spent preparing for and attending mediation. (*Id*.) Several hours were spent negotiating the long form settlement agreement. (*Id*.) Finally, several hours were spent preparing a motion for preliminary approval; attending a hearing thereon; and working with the administrator to administer Class Notices to Class Members; and most recently preparing this Motion for Final Approval. (*Id*.)

Additionally, the over 245 hours expended by the attorneys at Jaurigue Law Group 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 requests 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

[3] Adjusted for inflation, $450 in 1993 is equivalent in purchasing power to about **$<u>1,037.09</u>** today.

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 has established by declaration testimony the over 245 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, based on the total lodestar amount of **$159,035**, a multiplier of approximately **1.26** is requested to support the $200,000 attorney fee request.

1. Plaintiff are 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 plaintiffs 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 Defendants 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, it is justified to compensate Class Counsel at a rate reflecting the risk of nonpayment in this matter, as Class Counsel's representation of Plaintiff was purely on a contingent basis. 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 hundreds (if not thousands) of hours of time. Litigation costs in the present case for the Jaurigue Law Group are already over $18,000. 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 threaten the work of plaintiffs' attorneys. 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 Plaintiff's counsel is able to obtain a settlement or verdict, because oftentimes no money is recovered in a case, including plaintiff's counsel's costs, let alone their time.

2. An Enhancement Based on a Percentage of the Fund is Justified Based on the Lack of Objections and Minimal Opt-outs from Class Members

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.) As in *Lealao*, members of the Settlement Class were notified of the settlement and attorneys' fees, which resulted, in, to date, only one (1) opt-out and zero (0) members of the Settlement Class 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's policies with the Labor Code, including whether all hours worked were 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 Declaration of S. Sean Shahabi, 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; Plaintiff's unpaid wages claims are speculative; Defendant's contention that its timekeeping and 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, the requested multiplier is 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 245 hours to be expended to date by Class Counsel, and at least another ten (10) to twenty (20) 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 was also most definitely precluded from other employment. This factor should be considered if a multiplier were considered.

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 respectfully request that the Court grant final approval of the Settlement and sign and enter the proposed Order of Final Approval and Judgment lodged concurrently herewith.

Dated: June 30, 2026

JAURIGUE LAW GROUP

By: Sean Shahabi

S. Sean Shahabi, Esq.
Attorneys for Plaintiff Leticia Cornell

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of eighteen years and am not a party to the within action; and my business address is 300 W. Glenoaks Boulevard, Suite 300, Glendale, California 91202.

On **June 30, 2026,** I served the document(s) described as

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; SERVICE PAYMENT; REASONABLE ATTORNEY'S FEES AND COST; MEMORANDUM OF POINTS AND AUTHORITIES

on the party (or parties) in this action by delivering a true copy (or copies) addressed as follows:

Kathleen Carter
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XXX BY ELECTRONIC MAIL: I caused to be served by electronic transmission (e-mail) to the parties and/or their attorneys of record stated above. The document(s) was/were transmitted by electronic transmission. The transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on **June 30, 2026,** at Glendale, California.

____
Amber Adams