

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

AARON VAZQUEZ, RAHMAN
PINCKNEY, VISAVANH
SOKANTHONG, and MICHELLE
MAESTAS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

WAY.COM, INC., a Delaware
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2216363
*[Assigned to Hon. Kevin Lee, Dept S26, for all
purposes]*

**PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

*Filed Concurrently with Declarations in
Support Thereof and [Proposed] Final Order
and Judgment*

Hearing

Date: September 28, 2026
Time: 8:30 a.m.
Dept.: S26

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 28, 2026, at 8:30 a.m., or as soon thereafter
as this matter may be heard by the Honorable Kevin Lee in Department S26 of the San
Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA
92415, Plaintiffs Aaron Vazquez, Rahman Pinckney, Visavanh Sokanthong, and Michelle
Maestas, individually and on behalf of all others similarly situated, will move this Court for an
Order granting final approval of the class action settlement between Plaintiffs and Defendant,

1 which was preliminarily approved by the Court. This Motion seeks final approval and entry of
2 judgment of a \$350,000 settlement on behalf of 149 Class Members; the settlement is unopposed
3 by Defendant Way.com, Inc. ("Defendant").

4 Specifically, Plaintiffs will and hereby do move the Court to grant final approval of the
5 Class Action and PAGA Settlement Agreement and Release of Claims (the "Settlement
6 Agreement"), and enter the proposed order and final judgment filed concurrently herewith:

- 7 1. Finally certifying the Class, as defined in the Settlement Agreement and the
8 Court's Order Granting Preliminary Approval of the Settlement;
- 9 2. Finally appointing Plaintiffs as Class Representatives for purposes of settlement;
- 10 3. Finally appointing Brian Mankin and Peter Carlson as Class Counsel for purposes
11 of settlement;
- 12 4. Finding that the Class Notice was properly provided to the Class in accordance
13 with the Court's Order granting Preliminary Approval;
- 14 5. Finally approving the settlement as fair, adequate, and reasonable, based upon the
15 terms set forth in the Settlement Agreement;
- 16 6. Binding participating Class Members to the terms of the Settlement Agreement,
17 including the Release specified therein; and
- 18 7. Retaining jurisdiction to enforce the Settlement Agreement.

19 This Motion will be based upon this notice; the attached memorandum of points and
20 authorities; the Declarations of the Settlement Administrator (Mayra Gonzalez of Phoenix
21 Settlement Administrators), Class Counsel (Peter Carlson) and Plaintiffs filed concurrently
22 herewith; the records and files in this action; and any other further evidence or argument that the
23 Court may receive at or before the hearing.

24 Dated: September 3, 2026

LAUBY, MANKIN & LAUBY LLP

25
26 BY:

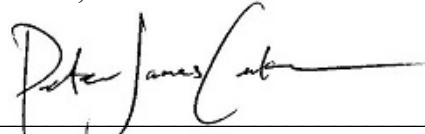

Peter J. Carlson, Esq.
Attorneys for Plaintiffs and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF ARGUMENT AND ESSENTIAL POINTS**

3 Pursuant to California Rules of Court, Rule 3.769(d) and (e), Plaintiffs respectfully
4 request that this Court grant final approval of the Class Action and PAGA Settlement Agreement
5 and Release of Claims (the “Settlement Agreement” or “S.A.”) and enter the proposed order and
6 final judgment in this matter. This Motion is supported and unopposed by Defendant Way.com,
7 Inc. (“Defendant”).

8 There are several essential reasons why this settlement should be approved, and judgment
9 entered accordingly, as follows:

- 10 • After extensive work, including a substantial exchange of information via
11 discovery, the Parties reached a \$350,000 settlement on behalf of 149 Class Members;
- 12 • The Class Members were deemed to participate in the Settlement, and were not
13 required to submit a Claim Form to receive funds;
- 14 • There is no reversion to Defendant;
- 15 • There are zero objections and zero opt-out, meaning 100% of the Class is
16 participating in the Settlement.

17 Thus, in accordance with the analysis and law set forth herein as well the preliminary
18 approval motion, the Settlement should be approved and judgment entered based on the
19 determination that the Settlement is fair, reasonable, adequate, and in the best interests of the
20 Class. (Declaration of Class Counsel, Peter J. Carlson, ¶¶ 16, 45 (“Carlson Decl.”)).

21 **II. PERTINENT BACKGROUND AND SETTLEMENT TERMS**

22 The Settlement covers Plaintiffs and the “Class Members” defined as all current and
23 former nonexempt employees and Insurance Agents employed by Defendant in California during
24 the Class Period (July 27, 2018, through October 31, 2025). The primary claims (which
25 Defendant vehemently disputed) involved allegations that Defendant failed to pay the Class all
26 wages owed, failed to provide compliant meal and rest breaks, as well as wage statement
27 violations, waiting time penalties, and PAGA penalties arising from the same underlying
28 conduct.

The Settlement includes 149 Participating Class Members (there are no opt-outs), and the following is a breakdown reflecting how the funds are allocated under the Settlement Agreement (*see* Declaration of Administrator, Mayra Gonzalez (“Gonzalez Decl.”) ¶ 11):

<i>Settlement Amount</i>	\$ 350,000.00
Attorneys’ Fees (1/3)	\$ 116,666.66
Litigation Costs (not to exceed)	\$ 25,439.18
Administrator Costs	\$ 9,000.00
PAGA Penalties	\$ 20,000.00
Class Representatives Service Awards	\$ 35,000.00
<i>Net Settlement Amount</i>	\$ 143,894.16

All Class Members were deemed to participate and did not need to submit a Claim Form to receive payment. (S.A. ¶ 24). Thus, each Participating Class Member will receive a share of the Net Settlement Amount based on their pro-rata share of workweeks worked during the Class Period. (S.A. ¶ 47(c)). Assuming all amounts in the Settlement are approved by the Court, the average payment to Participating Class Members is \$965.72. (Gonzalez Decl. ¶ 12). In addition, 138 Aggrieved Employees will share in the \$5,000 PAGA Payment, and the average payment to the Aggrieved Employees is \$36.23. (Gonzalez Decl. ¶ 13).

One-third (1/3) of each Individual Class Payment shall constitute wages (for which each Participating Class Member will be issued an IRS Form W-2 for such payment), and the remaining two-thirds (2/3) shall constitute interest and penalties (each for which each Participating Class Member will be issued an IRS Form 1099). (S.A. ¶ 47(d)).

The Settlement Agreement provides that Defendant shall deposit the Settlement Amount, plus its share of payroll taxes owed on the Individual Class Payments, under the payment plan detailed at S.A. ¶ 64. The Settlement Administrator shall issue pro-rata payments to cover all court-approved payments via a two-distribution system, with payments anticipated in December 2026 and December 2027. (S.A. ¶ 65).

Class Members will have 180 days to cash the settlement check. If a Class Member fails to cash a check by the deadline, the Settlement Administrator shall issue unclaimed funds to the California State Controller in the name of the Class Member. (S.A. ¶ 66).

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1 **III. THE NOTICE PROCESS**

2 **A. Notice to the Class Members**

3 Pursuant to the Court's Order and the Settlement Agreement, the Parties directed the
4 Settlement Administrator to review and update the Class Members' addresses, mail the Court-
5 approved Notice, and process their responses.

6 After the Court granted preliminary approval and prior to the mailing, the Settlement
7 Administrator performed a National Change of Address search on all Class Members to
8 determine if any had moved. (Gonzalez Decl. ¶ 4). On July 24, 2026, the Class Notice was sent
9 via first-class mail to 149 Class Members. (Gonzalez Decl. ¶ 5). Ultimately, all Class Notices
10 were determined to be deliverable after using advanced tracking methods to locate all Class
11 Members' updated addresses. (Gonzalez Decl. ¶ 6).

12 In accordance with California Rules of Court, rules 3.766 (d) and 3.769 (f), the Notice
13 provided Class Members with (1) a brief explanation of the case; (2) an explanation of each
14 Class Member's right to opt out of the settlement class; (3) an explanation of the process (and
15 relevant deadlines) through which a Class Member could opt out of the settlement class; (4)
16 notice about the binding nature of the Judgment for Class Members who do not opt out; (5) an
17 explanation of each Class Member's right to appear through counsel; (6) an explanation of each
18 Class Member's right to appear at the fairness hearing and express views on the settlement, i.e.,
19 object or otherwise respond; and (7) an explanation of each Class Member's right to participate
20 in the Settlement and receive payment accordingly. (See **Exhibit A** to the Gonzalez Decl.)

21 **B. There are Zero Objections and Zero Opt-Outs, Resulting In An Impressive**
22 **100% of the Class Participating in the Settlement**

23 California law makes clear that the percentage of objectors and opt-outs is an important
24 factor in the Court's consideration of a proposed class action settlement. (See *Dunk v. Ford*
25 *Motor Co.* (1186) 48 Cal.App.4th 1794 at 1802.) Indeed, the Ninth Circuit and other federal
26 courts recognize that in the final fairness analysis, the number or percentage of class members
27 who object to the settlement is a significant factor. (See *Mandujano v. Basic Vegetable Prods.,*
28 *Inc.*, (9th Cir. 1976) 541 F.2d 672, 677; *In re American Bank Note Holographics, Inc.* (SDNY

2001) 127 F.Supp.2d 418, 425 [“[i]t 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.”)

In this case, as noted above, there are zero objections and zero opt-outs – meaning that 100% of the Class Members elected to participate in the Settlement. (Gonzalez Decl. ¶¶ 7-9).

IV. EVALUATION OF THE SETTLEMENT

It is axiomatic that California law strongly favors and encourages settlements. (See *Stambaugh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236.) This presumption in favor of settlement applies with particular force in the context of class actions. (See *Ferguson v. Lieff, Cabraser, Heimann & Bernstein* (2003) 30 Cal.4th 1037 [“[p]ublic policy favoring settlement is especially weighty for class actions”]; *Bell v. Am. Title Ins. Co.* (1991) 226 Cal.App.3d 1589, 1607-1608 [affirming the trial court’s approval of a class settlement and implicitly endorsing its citation of federal precedent for the notion that there is a “strong public policy in favor of settlement of class actions”]; see also *Franklin v. Kaypro Corp.* (9th Cir. 11869) 884 F.2d 1222, 1229, quoting *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943, 950 [“it hardly seems necessary to point out that there is an overriding public interest in settling and quieting litigation. This is particularly true in class action suits”].)

When entertaining a request for final approval of a class action settlement, a court’s fundamental consideration is whether the settlement is fair, adequate and reasonable. (See *Dunk, supra*, 48 Cal.App.4th at 1801, fn. 7 [noting that state courts look to federal authority concerning the approval of class settlements]; California Rules of Court, rule 3.769(g).)

Fairness is presumed when: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; (4) the percentage of objectors and opt outs is small, and (5) the range of reasonableness of the settlement fund to a possible recovery in light of all attendant risks of litigation.” (*Dunk, supra*, 48 Cal.App.4th at 1802.) All five of these factors are discussed in detail below.

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///

1 **A. The Settlement Was Reached Through Informed Arms-Length Negotiation**

2 Courts presume the absence of fraud or collusion in the negotiation of a settlement,
3 unless evidence to the contrary is offered. Thus, there is a presumption here that the negotiations
4 were conducted in good faith. (See, 3 Alba Conte & Newberg, supra, at § 11.51.) The proposed
5 settlement here was the product of arm's-length negotiation before a highly experienced and
6 reputable class action mediator to reach a settlement, which was finally consummated in the
7 months after mediation.

8 Here, Plaintiffs and Class Counsel have diligently investigated the claims raised in this
9 litigation and, after taking into account the disputed factual and legal issues involved in this
10 action, the risks attending further prosecution, and the benefits to be received pursuant to the
11 compromise and settlement of the action as set forth in the Settlement, concluded that the
12 settlement terms are fair, reasonable, and in the best interest of the Class.

13 As the Settlement Agreement itself reveals, there is no preferential treatment for any
14 segment of the class, as the Settlement is designed to compensate all Class Members fairly and
15 adequately. And pursuant to California Rules of Court Rule 3.769(b), the parties have disclosed
16 the agreed upon and proposed attorney fee award, which is well within the range of
17 reasonableness for matters of this nature.

18 **B. Plaintiffs' Investigation Was Sufficient**

19 As set forth at the time of preliminary approval, Class Counsel's investigation into the
20 facts and merits of the wage and hour claims alleged included substantial discovery, analyzing
21 substantial amounts of information, correspondence, documents, policies and procedures, pay
22 data and timekeeping records, and evidence relating to the class size and the commonality of the
23 claims. During this process, Plaintiffs and Class Counsel conducted investigations into the
24 potential claims of the similarly situated employees, as well as researching and investigating
25 Defendant's defenses. Finally, Class Counsel synthesized and analyzed information provided by
26 Defendant as to the total Class Members, the number of current and former employees, the
27 number of employees who worked during various time periods, and prepared comprehensive
28 damages calculations regarding the claims at issue.

1 **C. Class Counsel Are Experienced in Similar Litigation and Endorse the**
2 **Settlement**

3 Class Counsel are experienced in this type of litigation, and they have represented (and
4 hereby do represent) that this Settlement is fair and reasonable. (Carlson Decl. ¶¶ 2-9); see 7-
5 *Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152
6 [Final approval of settlement affirmed where counsel were all experienced litigators with class-
7 action experience and had recommended settlement based on the negotiated terms].)

8 **D. Reasonable Estimate of the Nature and Amount of Recovery**

9 Plaintiffs' Motion for Preliminary Approval contained a comprehensive *Kullar* analysis
10 which sufficiently provided the Court with "basic information about the nature and magnitude
11 of the claims in question and the basis for concluding that the consideration being paid for the
12 release of those claims represents a reasonable compromise." (*Kullar v. Foot Locker Retail,*
13 *Inc.* (2008) 168 Cal.App.4th 116, 133). Of course, a settlement is not judged against what
14 might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to
15 provide 100% of the damages sought to be fair and reasonable. (*Wershba v. Apple Computers,*
16 *Inc.* (2001) 91 Cal.App.4th 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
20 ground in the interest of avoiding litigation.")

21 Considering the uncertainties of protracted litigation, this negotiated settlement reflects
22 the best practicable recovery for the Class. While the total settlement amount is, of course, a
23 compromise figure, the potential risks and opportunities of both parties were effectively weighed
24 and considered by the parties, resulting in a fair and equitable settlement. Based upon detailed
25 data obtained through discovery and information exchanges, and factoring in claim certification
26 probabilities and liability probabilities, Class Counsel formulated detailed damages models to
27 evaluate the claims in preparation for mediation to reach a realistic and reasonable resolution.

28 ///

1 **V. THE REQUESTED ATTORNEYS' FEES ARE FAIR AND REASONABLE**

2 For their efforts in creating a common fund for the benefit of the Class, the Settlement
3 Agreement provides that Class Counsel may seek reasonable fees of \$116,666.66. This amount
4 will be paid from the Settlement Amount, as provided by the Settlement Agreement. These fees
5 are warranted under the law and within the range of fees commonly awarded in similar cases.

6 The requested attorneys' fees should be granted for several reasons because, as set forth
7 below: (1) it is within the approved range for percentages awarded as attorneys' fees in similar
8 cases; (2) it is supported by the high quality of Class Counsel's work on this case and the results
9 obtained for the Class; (3) the Class had sufficient notice of the fee request; (4) it is supported by
10 the fact that this case was handled on a contingency basis and was undertaken despite various
11 risks and expenses; and (5) the lodestar cross-check supports the fee request.

12 **A. Plaintiffs are Entitled to Recover Reasonable Attorney's Fees Under the**
13 **Labor Code**

14 Class Counsel are entitled to recover reasonable attorneys' fees, expenses and costs under
15 section 218.5 of the California Labor Code, which provides that, "[i]n any action brought for the
16 nonpayment of wages ... the Court shall award reasonable attorneys' fees and costs to the
17 prevailing party." In addition, Class Counsel are entitled to recover reasonable attorneys' fees
18 pursuant to section 1194.2 of the Labor Code, which provides that, "... any employee receiving
19 less than the legal minimum wage ... applicable to the employee is entitled to recover in a civil
20 action the unpaid balance of the full amount of this minimum wage... including ... reasonable
21 attorney's fees, and costs of suit." Class Counsel are also entitled to fees and costs under section
22 226(e) of the Labor Code (employee who prevails on claim for itemized wage statement
23 violation "is entitled to an award of costs and reasonable attorneys' fees") and under PAGA
24 (Labor Code § 2699(g), which provides "Any employee who prevails in any action shall be
25 entitled to an award of reasonable attorney's fees and costs, including any filing fee paid").

26 Finally, Class Counsel are entitled to seek their reasonable attorneys' fees under section
27 1021.5 of the Code of Civil Procedure, which states that "an award of attorney is proper ... if (1)
28 plaintiffs' action has resulted in the enforcement of an important right affecting the public

1 interest, (2) a significant benefit ... has been conferred on ... a large class of persons and (3) the
2 necessity and financial burden of private enforcement are such as to make the award
3 appropriate.” *Press v. Lucky Stores, Inc.* (1983) 34 Cal.3d 311, 317-318.

4 The facts herein clearly justify an award of attorneys’ fees under Cal. Code Civ. Proc. §
5 1021.5. Under the first factor, it is indisputable that Plaintiffs’ action enforced an “important
6 right affecting the public interest.” *See Yoder v. Western Express, Inc.* (C.D. Cal. 2015) 181
7 F.Supp.3d 704, 720 (“California has an indisputably legitimate public interest in enforcing labor
8 laws which protect its workers”). Furthermore, as described by the California Supreme Court,
9 “[t]he public policy in favor of full and prompt payment of an employee’s earned wages is
10 fundamental and well established [because] [d]elay of payment or loss of wages results in
11 deprivation of the necessities of life.” *Smith v. Superior Court* (2006) 29 Cal.4th 77, 82.

12 The second factor is also satisfied because this settlement, which will provide a
13 substantial average payment to the Class Members, which results in a “significant [financial]
14 benefit” for a “large class of persons.” And, under the third factor, the time Plaintiffs and Class
15 Counsel spent litigating this action without compensation establishes that “the necessity and
16 financial burden of private enforcement” make the award appropriate because the financial
17 burden placed on Plaintiffs was disproportional to the personal stake in the case. *See Baggett v.*
18 *Gates* (1982) 32 Cal.3d 128, 144.

19 **B. Class Counsel’s Request for Fees Is Reasonable and Properly Calculated as**
20 **a Percentage of the Common Fund**

21 Under the “common fund” doctrine, the request for attorneys’ fees as a percentage of the
22 common fund is reasonable and appropriate, because (1) it is within the approved range for
23 percentages awarded as attorneys’ fees in similar cases; (2) it is supported by the high quality of
24 Class Counsel’s work on this case and the results obtained for the Class; (3) the Class had
25 sufficient notice of the fee request; (4) it is supported by the fact that this case was handled on a
26 contingency basis and was undertaken despite various risks and expenses; and (5) the lodestar
27 cross-check supports the fee request.

28 ///

1 **1. *The Attorneys' Fees Requested Falls Within the Reasonable Range***
2 ***Awarded in Similar Cases Under the Common Fund Method***

3 The California Supreme Court has approved trial courts' usage of the common fund
4 method of awarding attorneys' fees in wage and hour class actions, like this one, upholding a fee
5 awarded of 1/3 of the total settlement amount obtained for the class. *See Laffitte*, 1 Cal.5th at
6 506; *see also*, 4 Newberg on Class Actions, § 14:6 at 552 ("fee awards in class actions average
7 around one-third of the recovery"). Specifically, in *Laffitte*, the Court wrote: "[w]e join the
8 overwhelming majority of federal and state courts in holding that when class action litigation
9 establishes a monetary fund for the benefit of the class members, and the trial court in its
10 equitable powers awards class counsel a fee out of that fund, the court may determine the amount
11 of a reasonable fee by choosing an appropriate percentage of the fund created"). *Id.* at 506. The
12 California Supreme Court also noted that trial courts have the discretion to award fees as a
13 percentage of the common fund, with or without the necessity to conduct a lodestar cross-check.
14 *Id.* ("...[Courts] ... retain the discretion to forgo a lodestar cross-check and use other means to
15 evaluate the reasonableness of a requested percentage fee.")

16 The California Supreme Court's *Laffitte* decision was consistent with its prior rulings
17 recognizing that "when a number of persons are entitled in common to a specific fund, and an
18 action brought by ... plaintiffs for the benefit of all results in the creation or preservation of that
19 fund, such ... plaintiffs may be awarded attorneys' fees out of the fund." *Serrano III v. Priest*
20 (1977) 20 Cal.3d 25, 34; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478 ("[A] lawyer who
21 recovers a common fund . . . is entitled to reasonable attorneys' fees from the fund as a whole").
22 Notably, when fees are calculated as a percentage of the common fund, they should be calculated
23 based on the amount that was available to be claimed, rather than as a percentage of the actual
24 amount claimed. *See Id.* at 475-6, 480-1 (the SCOTUS held that attorneys for a successful class
25 may recover a fee based on the fund created for the class, even if some class members make no
26 claims against the fund, so that money remains in it that will be returned to the defendant,
27 explaining: "[t]heir [class members'] right to share the harvest of the lawsuit upon proof of their
28 identity, whether or not they exercise it, is a benefit in the fund created by the efforts of the class

representatives and their counsel.” *See also Williams v. MGM-Pathe Communs. Co.* (9th Cir. 1997) 129 F.3d 1026, 1027 (trial court “abused its discretion by basing the fee on the class members’ claims against the fund rather than on a percentage of the entire fund or on the lodestar”).

2. The High Quality of Work and Excellent Result Obtained Support the Award

In addition to the fact that a Class benefit was created with a \$350,000 non-reversionary common fund settlement, the fairness of the requested fee award is supported by the high quality of work performed by Class Counsel and the positive result obtained for the Class. This great result occurred because Class Counsel diligently, efficiently, and creatively pursued this case and reached a successful settlement for the benefit of the entire Class. Moreover, the fact that the settlement was embraced and supported by the Class, as evidenced by a 100% participation rate, demonstrates that Class Counsel obtained a favorable result for the Class.

3. Class Members Had Sufficient Notice of the Requested Fees

Rule 3.769 of the California Rules of Court requires that the Class Members be given notice of any agreement regarding an application for attorneys’ fees. Here, the Notice preliminarily approved by the Court and distributed to the Class Members apprised them of the requested attorneys’ fees, which was consistent with the Notice.

The Class Notice also advised the class members of the procedures for objecting to the proposed settlement and appearing at the settlement hearing, where they could present their objections to any aspect of the settlement, including the amount of attorneys’ fees to be awarded to class counsel. (*Litwin v. iRenew Bio Energy Solutions, LLC* (2014) 226 Cal.App.4th 877, 883 [“[p]rocedural due process requires that affected parties be provided with ‘the right to be heard at a meaningful time and in a meaningful manner’”].) In accordance with the foregoing, it is respectfully submitted that the instant notice complied with Rule 3.769 and, as a result, the Class Members’ due process rights were fulfilled.

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1 **4. Class Counsel’s Contingent Representation of the Class Further**
2 **Supports the Fee Award as a Percentage of the Common Fund**

3 An additional factor in favor of the granting of the requested fee award is the fact that this
4 case was both legally and financially risky for Class Counsel. (*See Vizcaino v. Microsoft Corp*
5 (9th Cir. 2002) 290 F.3d 1043, 1048-49.) Class Counsel have been representing the Class in this
6 matter on a strictly contingency basis, and as such, incurred the risk of non-recovery after a
7 substantial investment of time, money, and resources, and have done so since the inception of
8 this case without any payment or compensation. Specifically, there was the prospect of
9 enormous cost inherent in class action litigation, as well as a battle with a well-funded
10 corporation who was represented by an experienced law firm; the risk that Defendant could
11 prevail on their argument that the class should not be certified; and the risk that Defendant could
12 prevail on the merits of some or all of the claims.

13 The court in *Horsford v. Board of Trustees of California State University*, 132
14 Cal.App.4th 359 (2005) analyzed this issue and held that, when determining the market-level
15 compensation to award to contingent fee attorneys, the analysis must take into account the large
16 risk inherent in such situations:

17 The market value of the services provided by plaintiffs’ counsel in a case of this
18 magnitude must take into consideration that any compensation has been
19 deferred for up to four years from the time an hourly fee attorney would begin
20 collecting fees from his or her client; that the demands of the present case
21 substantially precluded other work during that extended period, which makes
22 the ultimate risk of not obtaining fees all the greater (since the attorneys must
23 use savings or incur debt to keep their offices afloat and their families fed during
the years-long litigation); and that a failure to fully compensate for the
enormous risk in bringing even a wholly meritorious case would effectively
immunize large or politically powerful defendants from being held to answer
for constitutional deprivations, resulting in harm to the public.”

24 *Id.* at 399-400.

25 Indeed, as Plaintiff’s Counsel can attest, not all class/PAGA cases are successful. Many
26 cases end with no fees or a greatly reduced fee that is far less than lodestar, often due to no fault
27 of counsel (i.e., bankruptcy, change in the law, consolidation or coordination or preemption,
28 being top filed, etc.). According to Mayer Brown LLP’s study entitled, *An Empirical Analysis*

1 of Class Actions, cited in *Laguna v. Coverall North America, Inc.* (9th Cir. 2014) 753 F.3d 918,
2 found that only one-third of class actions are successful, compared to two-thirds that are defeated
3 and result in no payment to the class members.¹

4 To illustrate the high-risk nature of contingent representation in class actions, Plaintiff's
5 counsel can directly attest to handling many cases that resulted in: (a) zero recovery, and a major
6 loss, (b) a negative multiplier, and (c) individual settlements in lieu of a class recovery. For
7 instance, Plaintiff's counsel has received zero recovery – and posted substantial loss of hard
8 costs and attorney hours – in many cases. (*See* Carlson Decl. ¶¶ 25-28).

9 To offset these risks and unfavorable results, Courts historically award a multiplier on
10 Class Counsel's lodestar. However, as discussed below, the "multiplier" analysis is not
11 necessary here since Class Counsel's lodestar far surpasses the fees requested (resulting in a
12 negative multiplier).

13 For all of these reasons, the contingent nature of this case and the availability of a
14 lodestar multiplier supports the requested fee as a percentage of the common fund.

15 **5. A Lodestar Cross-Check Confirms the Reasonableness of the Fee**
16 **Award**

17 Despite recognized limitations of the so-called lodestar method, some California and
18 federal courts acknowledge the utility of a lodestar "cross-check."² (*Lealao, supra*, 82
19 Cal.App.4th at 46-47.) Under the "lodestar multiplier" method of cross-checking the
20 reasonableness of attorneys' fees in class actions, the court ascertains Class counsel's total
21 "lodestar" amount by multiplying the number of hours reasonably expended by each attorney or
22 legal staff member by their hourly rates, and then enhances or reduces this lodestar figure by a
23 "multiplier" to account for a range of factors, such as the novelty or difficulty of the case, its
24 contingent nature, and the degree of success achieved. *PLCM Group, Inc. v. Drexler* (2000) 22
25 Cal.4th 1084, 1095-96; *Press v. Lucky Stores, Inc.* (1983) 34 Cal.3d 311, 322; *Lealao, supra*, 82

26
27 ¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

28 ² In practice, the lodestar method is difficult to apply, time-consuming to administer, inconsistent in result, and capable of manipulation. In addition, the lodestar creates inherent incentive to prolong the litigation until sufficient hours have been expended. Herr, David F., *Manual for Complex Litigation*, § 14.121 (1988); *See also In re Activision* (N.D. Cal 1989) 723 F.Supp 1373.

1 Cal.App.4th at 43 [court has discretion to use a multiplier to ensure that the “fee awarded is
2 within the range of fees freely negotiated in the legal marketplace in comparable litigation”].)

3 Here, the lodestar for Plaintiffs’ Counsel (while only counting hours from one attorney) is
4 \$164,550, and results in a **negative** multiplier, as summarized in the submitted declarations of
5 Plaintiffs’ counsel (*See* Carlson Decl. ¶¶ 31-38)

6 The hourly rates utilized by Plaintiff’s counsel are comparable to those of other attorneys
7 with equal or similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at
8 www.laffeymatrix.com indicates that the benchmark rates are \$878/hour for an 11–19-year
9 attorney a). The reasonableness of Plaintiffs’ counsel’s rates is reinforced by facts showing that
10 local attorneys in Los Angeles engaged in complex litigation bill at rates far higher than Class
11 Counsel – and far higher than the Laffey Matrix. Recent public filings confirm that the Los
12 Angeles Department of Water and Power is paying outside counsel at minimum rates of \$1,180
13 per hour for associates with 7 years of experience or more, and LADWP even pays first year
14 associates \$745 per hour. [https://www.latimes.com/california/story/2025-02-14/law-firm-1975-](https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits)
15 [an-hour-defend-against-palisades-fire-lawsuits](https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits) (last visited June 5, 2025). (Carlson Decl. ¶ 35).

16 Moreover, the Wolters Kluwer 2023 Real Rate Report (“Real Rate Report”) provides
17 directly applicable information in this regard. The Real Rate Report is based on an enormous and
18 statistically significant compilation of data, comprising millions billing entries from a hundred
19 thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report
20 then compiles and analyzes this data to provide the hourly rates for partners and associates in
21 major metropolitan areas. For the southern California area, the rates for associates with seven or
22 more years of experience, the upper quartile rate is \$888 per hour. And, perhaps most
23 importantly, the information provided in the Real Rate Report is not based on self-reported
24 numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is
25 based on the actual hours and fees billed by law firms, which makes it “a much better reflection
26 of true market rates than self-reported rates in all practice areas.” *Brown v. CVS Pharmacy, Inc.*
27 (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21; *PLCM Group*, 22 Cal.4th at
28 1085 (holding that rates should be premised upon precisely this form of independent, “objective”

1 rate data that reflects “fair market” rates actually billed to clients “in the community for similar
2 work”). (Carlson Decl. ¶ 36).

3 Plaintiffs’ Counsel are also highly experienced in Class/PAGA litigation, including
4 having been named by the LA Times as one “Southern California Leading Lawyers” in the May
5 2023 issue of Consumer Attorneys of Southern California (a recognition given to 17 employment
6 and labor law attorneys in 2023), having been selected as “Super Lawyer” in employment
7 litigation over the last 5 consecutive years, having achieved large settlements, having prevailed
8 at trial in PAGA-only actions and Class Action jury trials. (Carlson Decl. ¶¶ 2-9). Indeed,
9 Plaintiffs’ Counsel’s rates are typical of the rates charged by defense counsel with similar
10 experience doing similar employment law work in this region.

11 Thus, not only are Plaintiffs’ Counsel’s rates reasonable and typical, but the attorneys’
12 fees are in line with the lodestar, which confirms that the fee request is fair and reasonable under
13 a lodestar multiplier cross-check.

14 **VI. THE REQUESTED COSTS AND SERVICE AWARDS ARE REASONABLE**

15 **A. The Requested Costs Are Reasonable and Merit Approval**

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

26 The Settlement Agreement authorized litigation costs of up to \$30,000. (S.A. ¶ 47(f)).
27 Class Counsel’s actual costs through the final approval hearing are estimated to be \$25,439.18.
28 (Carlson Decl. ¶ 39). These costs include mediation fees, filing fees, and other costs that

1 include Attorney Service charges, expert discovery fees, CourtCall charges, and process
2 service fees. (*Id.*) These costs are reasonable and uncontested, and should be approved, with
3 the savings placed in the Net Settlement Amount and paid to Participating Class Members.

4 **B. The Requested Service Awards are Reasonable and Merits Approval**

5 A named plaintiff is an essential ingredient of any class action and an incentive award
6 is appropriate to induce individuals to step forward and assume the burdens and obligations of
7 representing the Class. Courts regularly approve service payments to compensate named
8 plaintiffs for their service to the class and the risks they incurred during the course of the
9 litigation. (*See, e.g. Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726
10 (upholding “service payments” to named Plaintiff for their efforts in bringing class action);
11 *Rodriguez v. West Publishing* (9th Cir. 2009) 563 F.3d 948, 959 (stating that incentive awards
12 are “intended to compensate class representatives for work done on behalf of the class, to make
13 up for financial or reputational risk undertaken in bringing the action, and, sometimes, to
14 recognize their willingness to act as a private attorney general.”).

15 Under the Settlement, Defendant agreed to pay Service Awards totaling \$35,000 to the
16 Class Representatives, with \$10,000 each to Plaintiffs Vazquez, Pinckney, and Sokanthong,
17 and \$5,000 to Plaintiff Maestas. Plaintiffs undertook significant risks bringing this case,
18 including the risk of being blackballed in the industry and the risk that they could have been
19 liable for Defendant’s costs if they lost. This factor is a significant one for a wage earner, and
20 the potential risk is very real. (*See Whiteway v. FedEx Kinkos Office & Print Svcs., Inc.* (N.D.
21 Cal. Dec. 17, 2007) No. C 05-2320 SBA, 2007 WL 4531783, at *3 (“the few courts to consider
22 this ‘class representatives’ dilemma’ have not found it inequitable to assess costs upon the lead
23 or named plaintiff in a class action”).)

24 Plaintiffs also committed a significant number of hours to assist with the litigation and
25 settlement processes of this case. Finally, they entered into a general release of all claims
26 against Defendant, whereas the Class Members only released the claims alleged. The
27 requested Service Payments are reasonable, particularly in light of the substantial benefits
28 Plaintiffs generated for the Class Members, the risks they undertook, and in exchange for

1 executing a general release against Defendant. See, e.g., *Bond v. Ferguson Enterprises, Inc.*
2 (E.D. Cal. 2011) 2011 WL 2648879 (approving \$11,250 service awards in class action); *Ross*
3 *v. US Bank National Association* (N.D. Cal. 2010) 2010 WL 3833922, at *2 (approving
4 \$20,000 enhancement award in California wage-and-hour class settlement); *Vasquez v. Coast*
5 *Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 415, 493 (approving service awards of
6 \$15,000 from a \$300,000 settlement fund in a wage/hour class action); *West v. Circle K Stores,*
7 *Inc.* (E.D. Cal. 2006) 2006 U.S. Dist. LEXIS 76558, at *28 (finding service awards “of \$
8 15,000 each to be reasonable.”); *Glass v. UBS Fin. Servs.* (N.D. Cal. 2007) 2007 U.S. Dist.
9 LEXIS 8476, at *52 (finding “requested payment of \$25,000 to each of the named Plaintiff is
10 appropriate” in wage and hour settlement).

11 The Notice sent to each Class Member detailed the proposed service awards. No Class
12 Member has objected to the proposed payment to Plaintiffs. Thus, Plaintiffs request that the
13 Court approve the award because it is both reasonable and appropriate.

14 **VII. OTHERS MATTERS RE: FINAL APPROVAL**

15 **A. Settlement Administration Costs**

16 The parties agreed that the Administrator, Phoenix Settlement Administrators, would be
17 compensated for services performed. The Administrator’s flat fee is \$9,000.00. (Gonzalez
18 Decl. ¶ 15; Exhibit B thereto).

19 **B. Notice of Final Judgment to the Class**

20 The Proposed Final Approval Order directs the Settlement Administrator to give notice
21 of entry of judgment by including a postcard to the Class Members at the same time the checks
22 are mailed.

23 **C. Uncashed Checks**

24 The Settlement Agreement provides that unclaimed funds will be submitted to the
25 California State Controller’s Unclaimed Property Fund in the name of the Class Member
26 thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil
27 Procedure Section 384, subd. (b). (S.A. ¶ 66).

28 ///

1 **D. Final Report**

2 Assuming the Final Order is entered on the day of the hearing, Defendant must
3 continue to fund the Settlement under the payment plan in S.A. ¶ 64. The Administrator shall
4 then issue payments via two distributions (S.A. ¶ 65), with the process completed by December
5 16, 2027. The Class Members will then have 180 days to cash their checks. Accordingly, the
6 Parties project that the check cashing deadline will occur on approximately June 13, 2028.

7 Thus, the Parties propose submitting a final report in the form of a declaration from the
8 Administrator on approximately July 28, 2027, and then holding a disbursement hearing
9 thereafter at the Court's convenience.

10 **E. Submission to the LWDA**

11 As set forth in the Carlson Declaration at ¶ 41, the Settlement Agreement and this
12 motion are concurrently being submitted to the LWDA in accordance with Labor Code §
13 2699(1)(2). The LWDA has not commented on the Settlement to date.

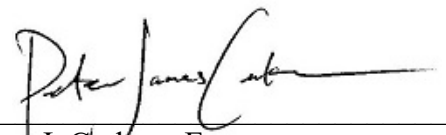
14 **VIII. CONCLUSION**

15 Plaintiffs respectfully submit that the Settlement is fair, adequate, and reasonable, and
16 merits final approval.

17 Dated: September 3, 2026

LAUBY, MANKIN & LAUBY LLP

18
19 BY:


Peter J. Carlson, Esq.
Attorneys for Plaintiffs and the Class

PROOF OF SERVICE
(Pursuant to CCP §§ 1013(a)(1) and 2015.5)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 4590 Allstate Drive, Riverside, California 92501.

On September 3, 2026, I caused to be served the foregoing document(s) described as follows:

PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **By Mail** I deposited such envelope in the mail at Riverside, California. The envelope was mailed with postage thereon fully prepaid.

☐ **By Facsimile** I sent this document via fax to all parties as listed on attached service list, on

☐ **By Overnight Service** I deposited such envelope in a facility regularly maintained by the United Parcel Service for receipt of items for overnight delivery, with overnight delivery expenses prepaid, addressed to the person to be served.

☒ **By Email or Electronic Transmission:** Pursuant to CCP § 1010.6 or an agreement of the parties to accept service by email or electronic transmission, I caused the document(s) to be sent from email address tracie@lmlfirm.com to the persons at the electronic notification address listed in the service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was not successful.

☐ **By Certified Mail-Return Receipt Requested** I caused such envelope with postage fully prepaid thereon, to be placed in the United States mail at Riverside, California

☐ **By Personal Service** I caused said document(s) to be personally served by hand on the parties listed on the attached service list.

☒ **State** I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 3, 2026, Riverside, California.

☐ **Federal** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.



Tracie Chiarito, Declarant

SERVICE LIST

Gary E. Scalabrini, Esq.
gscalabrini@gibbsgiden.com
GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP
12100 Wilshire Blvd., Suite 300
Los Angeles, CA 90025
Telephone: (310) 552-3400
Facsimile: (310) 861-5422
Attorneys for Defendant WAY.COM, INC.