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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE VASQUEZ, as an individual and on behalf of all others similarly situated, Plaintiff, vs. SANTA CLARITA VALLEY COMMITTEE ON AGING CORPORATION, dba SCV SENIOR CENTER, a California nonprofit corporation; and DOES 1 through 100, inclusive, Defendants.	CASE NO. 25STCV06096 [*Assigned for all purposes to the Hon. Laura A. Seigle, Dept. 17*] **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENT** Date: August 24, 2026 Time: 9:00 a.m. Dept.: 17 Action Filed: March 4, 2025 Trial Date: None Set

PLEASE TAKE NOTICE that on August 24, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 17 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. Plaintiff Jose Vasquez, as an individual and on behalf of a class of similarly situated individuals, will and hereby does move this Court for entry of an Order pursuant to California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court:

1. Confirming the certification of the Settlement Class for settlement purposes under California Code of Civil Procedure § 382;
2. Confirming the appointment of Plaintiff Jose Vasquez as the Class Representative for settlement purposes;
3. Confirming the appointment of Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC as Class Counsel for settlement purposes;
4. Granting final approval of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement");
5. Approving an award of $157,500.00 in attorneys' fees to Class Counsel;
6. Approving an award of $14,273.79 in actual litigation costs reimbursement to Class Counsel;
7. Approving an award of $7,490.00 in costs to Apex Class Action Administration for its settlement administration services;
8. Approving a Class Representative Enhancement Payment of $10,000.00 to Plaintiff Jose Vasquez for his service as the Class Representative;
9. Approving an award of $50,000.00 for civil penalties under the Private Attorneys General Act ("PAGA"), $32,500.00 of which will be paid to the California Labor and Workforce Development Agency ("LWDA"); and
10. Entering final judgment in the form of the [Proposed] Order Granting Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement, Class Representative Enhancement Payment, and Attorneys' Fees and Costs, and Judgment (the "[Proposed] Judgement and Order") submitted herewith.

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

This Motion is based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of Matthew K. Moen, Paul K. Haines, Fletcher W. Schmidt, Susan J. Perez, Plaintiff Jose Vasquez,[1] and Tarus Dancy of Apex Class Action Administration, and the exhibits attached thereto; the Settlement Agreement; all other pleadings and papers on file in this action; and on any further oral or documentary evidence or argument presented at the time of hearing.

Dated: July 31, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: Matthew K. Moen
Matthew K. Moen
Attorneys for Plaintiff

[1] Plaintiff Jose Vasquez previously submitted his declaration in support of preliminary settlement approval on March 2, 2026. For the convenience of the Court, Plaintiff is re-submitting his declaration with the current filing.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Jose Vasquez ("Plaintiff") hereby submits this Memorandum of Points and Authorities in support of his Motion for Final Approval of this Class and PAGA Action Settlement (the "Settlement") on behalf of all current and former non-exempt employees of Defendant Santa Clarita Valley Committee on Aging Corp., dba SCV Senior Center ("Defendant") who worked in California at any time between March 4, 2021, through February 13, 2026 (the "Class Period"). Plaintiff and Defendant are referred to collectively as "the Parties."

This is a $450,000.00 non-reversionary Settlement, in which all participating Class Members will automatically receive payments without the need to submit a claim form. This results in average Individual Class Payments of approximately $892.95 to each of the 236 participating Class Members, with the highest Individual Class Payment expected to be approximately $2,048.60. *See* Declaration of Tarus Dancy ("Dancy Decl."), ¶ 16. Further, this Settlement provides additional consideration to the State of California and 140 Aggrieved Employees for settlement of Plaintiff's claim for civil penalties under the Private Attorneys General Act ("PAGA"). This results in additional average Individual PAGA Payments of $125.00, with the highest possible Individual PAGA Payment expected to be $161.19. *Id.*, ¶ 18. This is a fair and reasonable resolution of the disputed wage and hour claims at issue in this case considering the significant litigation risks that Plaintiff faced. After receiving notice of the proposed Settlement and the estimated Individual Class Payments, no Class Member objected to the Settlement or disputed their workweeks, and only 1 out of 237 Class Members opted out from participation, resulting in a 99.58% participation rate. *Id.*, ¶¶ 11-14.

As explained below, the Court should grant Plaintiff's Motion in its entirety because: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes under Code of Civil Procedure § 382; (2) the Settlement is a fair, adequate, and reasonable compromise of the disputed claims in this case; and (3) the amounts requested for Class Counsel's attorneys' fees and costs, Plaintiff's Class Representative Enhancement Payment, payment to the California Labor and Workforce Development Agency ("LWDA"), and settlement administration costs are all fair, adequate, and reasonable. Moreover, this proposed Settlement is well within the range of possible approval in light of the significant legal and factual obstacles that Plaintiff faced, the risks and costs of further litigation, the monetary benefits to the Settlement Class, and Defendant's precarious financial condition.[2]

In light of the foregoing, this Court should enter the [Proposed] Order Granting Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement, Class Representative Enhancement Payment, and Attorneys' Fees and Costs, and Judgment (the "[Proposed] Judgement and Order"), submitted concurrently herewith.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant operates a senior center and dining sites, and provides additional services for seniors with disabilities. *See* Declaration of Matthew K. Moen ("Moen Decl."), ¶ 10. Defendant employed Plaintiff since November 2021 as a non-exempt "Home Delivered Meals Drive/Packer" out of Defendant's Lancaster, California location. *Id.*; *see* Declaration of Jose Vasquez ("Vasquez Decl."), ¶ 2. Plaintiff's job duties include packing and serving meals, loading delivery trucks with meals, driving to individual homes to deliver these meals, and performing wellness checks. *Id.* Like all Class Members, Plaintiff was subject to Defendant's wage and hour policies and practices. *See* Moen Decl., ¶ 10.

On March 4, 2025, Plaintiff filed the initial complaint in this action, alleging numerous wage and hour violations. *See* Moen Decl., ¶ 11. That same day, Plaintiff submitted a letter to the LWDA, notifying Defendant and the LWDA of Plaintiff's intent to seek civil penalties under PAGA. *Id.* On May 9, 2025, Plaintiff filed the operative First Amended Complaint ("FAC") in this action, adding a cause of action for civil penalties under the PAGA. *Id.*

In anticipation of mediation, Defendant provided Plaintiff with a 20% representative sampling of the Class Members' timekeeping and payroll records spanning the relevant time period, as well as key data points and all relevant policy documents. *See* Moen Decl., ¶ 12.

[2] A detailed explanation of Defendant's financial condition is contained in the Declaration of Kevin MacDonald, Defendant's Chief Executive Officer, previously submitted concurrently with the filing of Plaintiff's Motion for Preliminary Approval on March 2, 2026. For the convenience of the Court, Plaintiff is re-submitting the Declaration of Kevin MacDonald with the current filing.

Plaintiff then conducted a comprehensive exposure analysis for the claims at issue. *Id*. On December 15, 2025, the Parties attended mediation with respected wage and hour mediator Steven G. Mehta, Esq. *Id*. During mediation, the Parties debated the legal bases for their claims and defenses, their respective data analyses, and their positions. *Id*. At the conclusion of mediation, Mr. Mehta made a mediator's proposal to fully resolve the claims in this action, which the parties ultimately accepted. *Id*. Over the following months, the Parties finalized the terms of the proposed Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), which the Court preliminarily approved on April 13, 2026. *Id*.; *see* Exhibit 1 (Preliminary Approval Order). On March 2, 2026, Plaintiff submitted the Settlement Agreement and all moving papers to the LWDA in association with the filing of the Motion for Preliminary Approval. *Id*.; *see* Exhibit 2 (LWDA Settlement Submission and Confirmation).

On May 18, 2026, the Court-appointed Settlement Administrator, Apex Class Action Administration ("Apex"), mailed the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice") in English and Spanish via U.S. First Class Mail to all 237 potential Class Members. *See* Dancy Decl. ¶ 7; Exhibit A. Class Members had until July 17, 2026, to submit disputes, objections, and/or requests for exclusion (the "Response Deadline"). *Id*., ¶ 10. After the Response Deadline passed, zero Class Members objected to the Settlement or submitted workweek disputes, and only one individual opted out from participation, resulting in a 99.58% participation rate.[3] *Id*., ¶¶ 11-14. Plaintiff now respectfully submits the Settlement for this Court's final approval.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

The Settlement Class includes: All current and former non-exempt employees of Defendant who worked in California at any time between March 4, 2021 through February 13, 2026. *See* Moen Decl., Exhibit 1. Further, the Aggrieved Employees includes: All current and

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[3] The extended Response Deadline for Class Members who received a remailed notice will occur on July 31, 2026, the same date this Motion is filed. Moen Decl., 13. To account for any potential responses that were timely mailed but have not been received as of the date of this filing, Apex will submit a supplemental declaration to inform the Court of any objections, disputes, or additional Requests for Exclusion before the August 24, 2026 Final Approval Hearing date. *Id*.

former non-exempt employees of Defendant who worked in California at any time between March 4, 2024, through February 13, 2026 (the "PAGA Period"). *Id*.

B. Monetary Terms

Defendant will pay a non-reversionary Gross Settlement Amount ("GSA") of $450,000.00. *See* Settlement Agreement, § 1.22. The Net Settlement Amount ("NSA") is the amount remaining from the GSA after deducting Court-approved amounts for attorneys' fees ($157,500.00), verified costs reimbursement ($14,273.79), the Class Representative Enhancement Payment ($10,000.00), settlement administration costs ($7,490.00), and entire amount allocated as PAGA penalties ($50,000.00). *See Id*, § 1.28; Moen Decl., ¶ 14; Exhibit 3 (Expense Summary).[4] Based on these requested amounts, Apex Class Action Administration ("Apex") calculates the NSA to be approximately $210,736.21. *See* Dancy Decl., ¶ 15.

Apex will calculate and apportion Individual Class Payments from the NSA by dividing the NSA by the total number of workweeks worked by all participating Class Members during the Class Period and multiplying the result by each participating Class Member's workweeks. *See* Settlement, § 3.2.4. Further, 35% of the PAGA Settlement Amount will be paid to the Aggrieved Employees, regardless of their election to opt-out from participating in the Settlement, which will be based on the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's individual pay periods worked during the PAGA Period. *Id*., § 3.2.5.1 Individual Class Payments will be classified as 20% wages to be reported on an IRS Form W-2, and 80% penalties and interest to be reported on an IRS Form 1099. *Id*., § 3.2.4.1. Payments made to Aggrieved Employees for their Individual PAGA Payments will be attributed 100% to penalties and reported on an IRS Form 1099. *Id*., § 3.2.5.2. Defendant will pay the employer's share of payroll taxes separately and in addition to the

[4] Plaintiff's Counsel's expense summary identifies Plaintiff's Counsel's to-date out of pocket expenses as $13,936.87. Moen Decl., Exhibit 3. Although Plaintiff's Counsel's expense summary identifies Plaintiff's Counsel's to-date out of pocket expenses as $13,936.87, the total amount that Plaintiff's Counsel is requesting for expense reimbursement ($14,273.79) includes an additional $336.92 in anticipated future costs for the filing of this Motion, the filing of a Final Accounting Declaration, and the $49 monthly cost associated with maintaining CaseAnywhere through the date the Court enters judgment in this action, which will be incurred by Plaintiff's counsel following the filing of this motion. *Id*., ¶ 14.

GSA. *Id*., § 3.2.4.1.

C. Summary of Notice Process

On May 1, 2026, Defendant provided Apex, the Court-approved Settlement Administrator, with a mailing list containing the names, Social Security numbers, last known addresses, the dates each Class Member and Aggrieved Employee worked for Defendant during the respective Class Period and PAGA Period, and the total number of relevant workweeks pay periods worked by 243 individuals. *See* Dancy Decl., ¶ 5. Apex then reviewed the class data provided by Defendant for duplicates, discrepancies, and any potential missing information, which resulted in the identification of four duplicate records, which were consolidated, and two records for individuals fell outside the Class Period and PAGA Period, which were removed from the class data. *Id*., ¶ 5. Apex confirmed these revisions with Defendant before finalizing the class data. *Id*. After performing address updates and verifications, Apex mailed the Class Notice to all 237 potential Class Members on May 18, 2026. *Id*., ¶¶ 6-7. As a result of Apex's use of a skip trace, a total of 11 Class Notices were re-mailed. *Id*., ¶ 8. Ultimately, only 1 Class Notice remains undeliverable. *Id*., ¶ 9. Class Members had until July 17, 2026, to submit objections, disputes, and/or requests for exclusion. *Id*., ¶¶ 10-13. As of the date of this filing, not a single Class Member objected to the Settlement and only one Class Member opted out from participation, resulting in a 99.58% participation rate. *Id*., ¶¶11-14. Apex also reports zero disputes regarding the information included in the Class Notice. *Id*., ¶ 13.

D. Timing of Payments

Defendant will fund the GSA ($450,000.00) with the Settlement Administrator on January 15, 2027.[5] *See* Settlement Agreement, § 4.2. Within ten (10) business days of the Effective Date, the Settlement Administrator will calculate and mail each Class Member's Individual Class

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[5] The Effective Date is defined as: the date by when both of the following have occurred: (i) the Judgment is final, and (ii) Defendant has fully funded the GSA ("Effective Date"). *See* Settlement Agreement, § 1.19. 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. *Id*.

Payment, and each Aggrieved Employee's Individual PAGA Payment. *Id*., § 4.3. Class Members and Aggrieved Employees will have 180 days from the date Apex mails the Individual Class Payments and Individual PAGA Payments to cash their checks. *Id*., § 4.3.1. In the event there are any uncashed checks remaining after 180 days, Apex will transfer any remaining funds to the California State Controller's Office Unclaimed Property Division in the name of the Class Member to whom the check was issued. *Id*., § 4.3.3.

IV. ARGUMENT

A. This Court Should Confirm its Conditional Certification of the Settlement Class for Settlement Purposes Because It Meets All of the Requirements for Class Certification Under Code of Civil Procedure § 382

Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest, and questions of law and fact common to the class predominate over questions unique to individual class members; (3) the representative's claims are typical of the class' claims; and (4) the representative will fairly and adequately represent the class' interests. *See Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. Here, the Court found that the Settlement Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on April 13, 2026. *See* Moen Decl., Exhibit 1. Since then, no events have cast doubt on the propriety of this determination, and in fact, the reaction of the Class Members has been overwhelmingly supportive of the Settlement, with not a single Class Member objecting to the Settlement, and only one individual opting out from participation, resulting in a 99.58% participation rate. *See* Dancy Decl., ¶¶ 11-14. The Court should therefore confirm its conditional certification of the Settlement Class.

B. This Court Should Finally Approve the Settlement Because it is a Fair, Adequate, and Reasonable Compromise of Disputed Wage and Hour Claims

California courts have a strong policy in favor of settlement. *See Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. *See Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79. This approval process consists of preliminary settlement approval, notice being given to class members, and a final fairness and approval hearing being held, at which class members can be heard with respect to the settlement. *Id*. Now that the settlement administrator has provided notice to the Class Members, Plaintiff respectfully requests that the Court finally approve the Settlement as fair, adequate, and reasonable.

1. The Settlement was Reached at Arms' Length, Through Experienced Counsel and an Experienced Mediator, and Was Based on Sufficient Information to Intelligently Negotiate a Fair Settlement Considering the Claims Asserted and Risks of Continued Litigation

A settlement is presumptively fair where it is reached through arms'-length bargaining, based on sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is experienced in similar litigation, and the percentage of objectors to the settlement is small. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the case. *Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438. In exercising these powers, the overriding concern is to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk*, *supra*, 48 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider include, but are not limited to:

> [T]he strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Id. These factors require balancing, are non-exhaustive and, as such, trial courts should tailor the factors to each case and give due regard to "what is otherwise a private consensual agreement between the parties." *Id*.

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

Here, the Settlement resulted from extensive arms'-length settlement negotiations between qualified and experienced counsel with the aid of a neutral third-party mediator. The Settlement is fair, adequate, and reasonable for all Class Members. While Plaintiff steadfastly maintains that his claims are meritorious, Defendant vigorously contests liability and the appropriateness of class treatment and, correspondingly, Plaintiff acknowledges the substantial risks and uncertainty, particularly in light Defendant's precarious financial condition, in proceeding with class certification and eventually trial, which justify a downward departure from the maximum exposure that Plaintiff calculated each claim carried.

As detailed in Plaintiff's Motion for Preliminary Approval, Defendant argues it maintained lawful meal period policies and practices throughout the relevant time period, and that it provided meal periods consistent with those policies. *See* Moen Decl., ¶ 15. Specifically, Defendant emphasized that its time records show substantial compliance with timely meal periods and defends the accuracy of its timekeeping records. *Id*. Defendant further maintains it did not require Plaintiff and the putative class members to carry their cellular phones during their respective meal periods, thereby precluding liability. *Id*. Moreover, Defendant argues individualized inquiries will be required to determine why meal periods were late, short, or missed, thereby precluding class certification of this claim. *Id*.

As to Plaintiff's rest period allegations, Defendant contends it maintained lawful rest period policies/practices throughout the Class Period. *See* Moen Decl., ¶ 16. Specifically, Defendant asserts that employees are free to take rest periods at the time of their choosing, as such this claim will fail on the merits. *Id*. As with meal periods, Defendant maintains that it did not require Plaintiff and the putative class members to carry their cellular phones during rest periods. *Id*. Moreover, Defendant argues that this claim is not amenable to class treatment, as individual inquiries would be required to determine whether the employee was authorized to take lawful rest periods on each particular shift and whether the employee was required to carry his/her cellular phone during rest periods, resulting in an unmanageable series of mini-trials. *Id*. This manageability concern is especially present as rest periods are not recorded. *Id*.

As to Plaintiff's allegation that Defendant failed to reimburse the putative class members for all necessary business expenses incurred rest period claim, Defendant argues that it maintains a policy to reimburse all reasonable and necessary business expenditures and that, to the extent that any expenses were not reimbursed, they were not reasonably incurred. *See* Moen Decl., ¶ 17. Defendant further asserts that any use of the Class Members' personal phones was individualized and the result of employee choice, not Defendant's policies. *Id*. Specifically, Defendant maintains that Class Members had the option to clock in and out at a computer and, for a portion of the relevant time period, Defendant maintained handwritten timecards. *Id*. As such, Defendant asserts that if the Class Members used their personal cellular phones to clock in and out of their respective shifts, this practice was out of personal preference and not mandatory. *Id*. Defendant also maintains that this claim would require an unmanageable series of mini-trials to determine which employees were actually required to use their cellular phone for business purposes and in which pay periods such expenses were allegedly incurred. *Id*.

Regarding Plaintiff's claim that Defendant failed to compensate the putative class members for all minimum wages, Defendant maintains its timekeeping policies/practices properly compensate Class Members for all hours worked. *See* Moen Decl., ¶ 18. Further, Defendant asserts that this claim is not suitable for class treatment, as it requires individualized inquiries into exactly how much time each employee purportedly spent while off-the-clock on any given day, which is difficult as off-the-clock time is inherently not recorded, resulting in an unmanageable series of mini-trials. *Id*.

As to Plaintiff's derivative penalty claims, Defendant argues that Plaintiff's underlying claims will fail and, as a result, the derivative wage statement and PAGA claims must also fail. Moen Decl., ¶ 19. Defendant argues that the alleged wage statement violations were not "knowing and intentional," and that Plaintiff cannot show that he "suffer[ed] injury," as required by Labor Code § 226(e) for imposition of penalties. *Id.*; *see Amaral v. Cintas Corp.* (2008) 163 Cal. App.

4th 1157, 1201. Defendant also maintains that, given its good-faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's underlying claims. *See* Moen Decl., ¶ 19.

These considerations not only bore heavily on the negotiations leading to the Settlement, but also confirm that the Settlement is a fair, adequate, and reasonable compromise considering the risks of further litigation, especially in light of Defendant's precarious financial condition. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff and Class Counsel carefully vetted the claims at issue and conducted a detailed analysis of Defendant's data to arrive at the calculated damages figures. It was only after this comprehensive analysis that the Parties participated in a mediation session and ultimately reached the Settlement now before the Court. Thus, while these risks are far from exhaustive, they show that the Settlement is fair, adequate, and reasonable.

2. The Settlement Fairly, Reasonably, and Adequately Compensates Class Members Because Each Class Member Will Be Paid Based on the Extent of His or Her Injury

Apex will calculate Individual Class Payments based on the proportionate number of workweeks worked by all participating Class Members multiplied by each participating Class Member workweeks worked during the Class Period. *See* Settlement Agreement, § 3.2.4. Further, Aggrieved Employees will receive their share of PAGA penalties allocated as Individual PAGA Payments. *Id.*, §§ 1.24, 3.2.5.1. This method of distribution compensates Class Members based on the estimated extent of their injuries, as Class Members who worked more workweeks during the relevant time periods were subjected to more of the alleged wage and hour violations than those who worked fewer workweeks, and only Aggrieved Employees with standing to pursue derivative PAGA penalties would have been eligible to recover those penalties. Thus, the formula is tethered to the damages and penalties that Class Members could recover and is therefore, fair, adequate, and reasonable.

3. The 99.58% Participation Rate and Absence of Any Objections Further Confirm That the Settlement is Fair, Adequate, and Reasonable

The Class Members' response to the Settlement is relevant in evaluating whether it merits final approval. *Dunk*, *supra*, 48 Cal.App.4th at 1801. Further, the absence of objections and requests for exclusion support a fairness presumption. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a "particularly impressive" favorable response from class members). Here not a single Class Member objected to the Settlement and only one individual opted out from participation, resulting in a 99.58% participation rate. *See* Dancy Decl., ¶¶ 11-14. This extremely positive reaction from the Class Members further confirms that the Settlement is fair, adequate, and reasonable.

C. <u>The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the Gross Settlement Amount Confirmed by a Lodestar Cross-Check</u>

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

California state and federal courts routinely award fee awards of one-third of the settlement fund in class actions. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11; *see also Wershba*, *supra*, 91 Cal.App.4th at 254 (recognizing the "percentage of recovery" method); *In re Pacific Enterprises Securities Litig*., 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award). Indeed, the California Supreme Court approved the use of the "percentage of fund" method in California. *See Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506 ("the percentage of fund method survives in California class action cases…"). Specifically, the *Laffitte* Court held:

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

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

The requested fee is also consistent with Class Counsel's experience litigating wage-and-hour class action matters and with fee awards commonly approved in similar common fund settlements. *See* Moen Decl., ¶¶ 2-8; 20. Here, Class Counsel seeks an attorneys' fee award of $157,500.00, representing thirty-five percent (35%) of the GSA. *Id*. This percentage is consistent with fee awards approved in similar wage and hour class actions and is fair and reasonable under the percentage-of-recovery method. *Id*.

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

California courts have approved lodestar multipliers of 2 to 4 or even higher. *Wershba, supra*, 91 Cal.App.4th at 255; *see also Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 49-54 (holding that trial court may consider the monetized class benefit when adjusting the lodestar and counsel should not be penalized for efficient resolution that produces a substantial class benefit); *Chavez, supra*, 162 Cal.App.4th at 66-67 (affirming fee award involving an approximately 2.5 multiplier). Federal common fund authority is consistent. *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051-1052 (affirming fee award supported by a 3.65 lodestar multiplier based on the complexity, risk, and length of the litigation, and observing that surveyed common fund multipliers ranged from 0.6 to 19.6, with most falling between 1.0 and 4.0). In class actions where the value of the benefit conferred can be monetized with a reasonable degree of certainty, a court may adjust or cross-check the lodestar against a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees negotiated in the legal marketplace in comparable litigation. *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.

In this case, Plaintiff's counsel has a lodestar of approximately $139,677.50, which results in a multiplier of approximately 1.12 compared to the $157,500.00 fee request. Moen Decl., ¶ 21. A summary showing the number of hours of work performed by each attorney and paralegal is set forth subsequently. *Id*. The billing rates used are reasonable in view of the evidence submitted herewith and have been previously approved by various courts throughout California.[6] *Id*., ¶¶ 2-8, 21, Exhibit 4 (2026 *Laffey* Matrix); Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-14; Declaration of Fletcher W. Schmidt ("Schmidt Decl."), ¶¶ 2-9; Declaration of Susan J. Perez ("Perez Decl."), ¶¶ 2-5.

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

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (20th Year Attorney)	$975	15.5	$15,112.50
Fletcher W. Schmidt (14th Year Attorney)	$875	49.3	$43,137.50
Matthew K. Moen (10th Year Attorney)	$775	58.9	$45,647.50
Susan J. Perez (6th Year Attorney)	$600	40.7	$24,420.00
Humberto Castorena (2nd Year Attorney)	$450	20.3	$9,135.00
HLG Firm Paralegals	$250	8.9	$2,225.00
Total Lodestar			**$139,677.50**

As discussed above, this case presented significant risks to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and for expending considerable effort, all while working on a pure contingency basis. Since the initiation of this lawsuit, Class Counsel has expended $14,273.79 in litigation costs and devoted substantial time to this litigation without receiving any compensation to date. Moen Decl., ¶ 22, Exhibit 3. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel.

Since undertaking representation of Plaintiff, Class Counsel has devoted substantial time to this litigation without receiving any compensation to date. *See* Moen Decl., ¶ 23. Class Counsel's efforts include conducting the pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis, reviewing documents and data produced by Defendant, building a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form Settlement Agreement and Class Notice, preparing the Motions for Preliminary and Final Approval, overseeing the notice process, fielding questions from Class Members, and otherwise litigating the case. *Id*. Class Counsel will also expend future attorney time in attending the hearing on this Motion and overseeing the disbursement process, among other tasks. *Id.* Given the considerable potential for adverse outcomes in this case, including, but not limited to, losing on class certification, and Defendant's precarious financial condition, the contingent risk borne by Class Counsel was great. The quality of Class Counsel's work, and the efficacy and dedication with which it was performed, should be equivalently compensated.

Class Counsel's previous experience in litigating wage and hour class actions also supports the reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and hour class action litigation and collectively bring more than four decades of wage-and-hour class and representative action litigation experience. *See* Moen Decl., ¶¶ 2-8, 24; *see also generally* Haines Decl.; Schmidt Decl.; Perez Decl. Class Counsel have also been certified as class counsel in numerous other cases in both State and federal court. *Id*. Class Counsel's experience in similar matters was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. Because it is reasonable to compensate Class Counsel equal with their skill, reputation, and experience, the requested fee award of thirty-five percent (35%) of the GSA is fair and reasonable and should therefore be approved.

D. The Requested Cost Reimbursement Warrants Final Approval as Fair, Adequate, and Reasonable

Class Counsel incurred and respectfully requests reimbursement of $14,273.79 in actual litigation costs which is more than $5,000.00 *less* than the $20,000.00 amount preliminarily approved by the Court in the Settlement Agreement. Moen Decl., ¶ 22, Exhibits 1, 3; *see also* Settlement Agreement, § 3.2.2. The unclaimed amount of actual litigation costs will be paid to the Class Members as part of the NSA. *Id.* Class Counsel's request is fair, adequate, and reasonable, as all costs are documented and reasonably incurred. *See* Moen Decl., Exhibit 3. Moreover, the costs Plaintiff seeks to reimburse are the types of costs routinely approved by courts. *See, e.g., Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19 (counsel may recover "those out-of-pocket expenses that would normally be charged to a fee-paying client"); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at *3 (N.D. Cal. 2011) ("costs of reproducing pleadings, motions, and exhibits are typically billed by attorneys to their fee-paying clients" and are reimbursable); *Trustees of Const. Industry & Laborers Health & Welfare Trust v. Redland Ins. Co*. (9th Cir. 2006) 460 F.3d 1253, 1258-59 (legal research costs are reimbursable); *In re Immune*

Response Securities Litig. (S.D. Cal. 2007) 497 F.Supp.2d 1166, 1177-78 (mediation expenses, legal research, copies, postage, filing fees, messenger, and overnight delivery costs are reimbursable).

Notably, not a single Class Member objected to the Settlement, including Class Counsel's request for up to $20,000.00 in litigation costs reimbursement. *See* Dancy Decl., ¶ 12. Since the requested expenses were reasonably incurred, and no objections were raised, the Court should grant Class Counsel's request for $14,273.79 in actual litigation cost reimbursement.

E. <u>The Court Should Finally Approve the Requested Settlement Administration Costs</u>

Plaintiff also requests that the Court approve $7,490.00 in administration costs to Apex as the Settlement Administrator. Moen Decl., ¶ 25; Dancy Decl., ¶ 19, Exhibit C. As detailed in the declaration of Tarus Dancy, submitted concurrently with this Motion, Apex performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. Among other things, Apex calculated each Class Member's Individual Class Payment, updated addresses and duplications contained in the class data supplied by Defendant, formatted and translated the Class Notices for mailing, mailed Class Notices to all 237 individuals who were eligible to take part in the Settlement, kept the Parties informed of the status of the Notice mailing through weekly reports, and otherwise administered the Settlement. *See generally,* Dancy Decl. For these reasons, Apex's requested costs are fair, reasonable, and adequate, and should be finally approved.

F. <u>The Court Should Finally Approve Plaintiff's Requested Class Representative Enhancement Payment Because the Requested Amount is Fair, Adequate, and Reasonable Considering Plaintiff's Efforts and the Risks Assumed on Behalf of the Class</u>

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

Here, Plaintiff seeks a Class Representative Enhancement Payment of $10,000.00 and believes this request is reasonable given Plaintiff's considerable efforts in this case and the risks Plaintiff undertook on behalf of the Class Members. Moen Decl., ¶ 26; *see also* Vasquez Decl., ¶¶ 4-5; Settlement Agreement, §§ 1.15. 3.2.1. This amount is well within the range of service awards regularly approved by this Court and courts throughout California. *See, e.g., Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior Court, Hon. Wilfred J. Schneider, Jr., presiding (awarding $10,000 enhancement awards to each of fourteen (14) named plaintiffs); *Anthony Controulis, et al. v. Anheuser-Busch, LLC*, Case No. BC518518, Los Angeles County Superior Court (awarding $10,000 enhancement payments to each of two named plaintiffs); *Damontae Levinston, et al. v. Commerce Distribution Company LLC, et al.*, Case No. 22STCV05730, Los Angeles County Superior Court (awarding $10,000 enhancement to each of four named plaintiffs); *Raul Camacho, et al. v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (awarding $10,000.00 enhancement awards to each of four (4) named plaintiffs ($40,000 total)); *Arthur Barnes, et al. v. Target Corporation*, Case No. CIVDS2007761, San Bernardino County Superior Court, Hon. David S. Cohn, presiding (awarding $10,000 enhancement payments to each of three named plaintiffs); *Aaron Hallum, et al. v. FCA US, LLC*, Case No. CIVDS1936782, San Bernardino County Superior Court, Hon. Joseph T. Ortiz, presiding (awarding $10,000 enhancement payments to two named plaintiffs); *Jesse B. Quiroz v. Martinez Trucking & Logistics, Inc.*, Case No. CIVRS1304596, San Bernardino County Superior Court, Hon. Keith D. Davis, presiding (awarding $12,500 enhancement to named plaintiff); *Fidelina Rangel v. Forest River, Inc.*, Case No. CIVD1706616, San Bernardino

County Superior Court, Hon. David Cohn, presiding (awarding $10,000 enhancement to the named plaintiff); and *Ada Mendoza v. Desert Valley Date, LLC, et al.*, Case No. CVRI2301048, Riverside County Superior Court, Hon. Harold W. Hopp, presiding (awarding $10,000.00 enhancement award to named plaintiff).

Plaintiff's contributions to this case were extensive. Among other things, Plaintiff searched for relevant documents for use in the lawsuit, provided factual information and relevant documents to his attorneys, held various phone calls with his attorneys to discuss the claims in the lawsuit and Defendant's practices, discussed the status of the case with his attorneys, provided valuable input to his attorneys in preparing for mediation, made himself available for the full day mediation, reviewed the Settlement Agreement with his attorneys, and otherwise assisted his attorneys in moving the case towards resolution. Moen Decl., ¶ 26; Vasquez Decl., ¶ 5. Plaintiff's Enhancement Payment is also requested due to the significant risks that Plaintiff undertook by agreeing to serve as the named Plaintiff in this case. *Id*., at ¶ 4.

Plaintiff has invested significant time and effort into performing these duties for the benefit of the Settlement Class. Plaintiff's participation directly benefited the Settlement Class, as they would not be receiving compensation absent his decision to pursue these claims. Moen Decl., ¶ 26. Moreover, after receiving notice of the proposed enhancement payment, no Class Member objected to the proposed award. *See* Dancy Decl., ¶ 12. Accordingly, given Plaintiff's significant contributions to this case, the risks he undertook, and the lack of any objection from Class Members, Plaintiff's request for an enhancement payment in the amount of $10,000.00 is fair, reasonable, and justified, and should be finally approved. Further, Plaintiff submits that the requested Enhancement Payment is reasonable and fair given that it represents a mere 2.2% of the total GSA. Moen Decl., ¶ 26.

Thus, Plaintiff's request for an enhancement payment is proper and justified as part of the Settlement and should be finally approved.

V. CONCLUSION

For the reasons stated herein, Plaintiff respectfully submits that this Court should grant Plaintiff's Motion in its entirety and adopt the [Proposed] Order Granting Plaintiff's Motion for

Final Approval of Class and PAGA Action Settlement, Class Representative Enhancement Payment, and Attorneys' Fees and Costs, and Judgment, submitted herewith.

Dated: July 31, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________
Matthew K. Moen
Attorney for Plaintiff