David P. Myers (SBN 206137)
dmyers@myerslawgroup.com
Jason Hatcher (SBN 285481)
jhatcher@myerslawgroup.com
Cassandra A. Castro (SBN 334238)
ccastro@myerslawgroup.com
Andriana N. Bravo (SBN 349191)
abravo@myerslawgroup.com
THE MYERS LAW GROUP, A.P.C.
9327 Fairway View Place, Ste. 100
Rancho Cucamonga, CA 91730
Telephone: (909) 919-2027
Facsimile: (888) 375-2102

Attorneys for Plaintiff Talia Ovando,
and all others similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

TALIA OVANDO, on behalf of herself and all others similarly situated,

Plaintiff,

v.

PAOLINO LOGISTICS LLC, a California Limited Liability Company; PAOLINO TRANSPORT LLC, a California Limited Liability Company; AMAZON LOGISTICS, INC., a Delaware Corporation; and DOES 1 through 100, inclusive

Defendants.

Case No. CIVSB2216425

CLASS ACTION

Assigned to: Hon. Kevin C. Lee

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT AND FOR CLASS COUNSEL FEES, COST REIMBURSEMENT, SERVICE PAYMENT, ADMINISTRATION COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

Date: October 26, 2026
Time: 8:30 a.m.
Dept.: S26

Complaint Filed: July 28, 2022
FAC Filed: April 24, 2023

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 26, 2026, at 8:30 a.m. in Department S26 of the above referenced court, Hon. Kevin C. Lee presiding at San Bernardino Superior Court, 247 West Third Street, San Bernardino, CA 92415-0210, or as soon thereafter as the matter can be heard, Plaintiff Talia Ovando ("Plaintiff") on behalf of herself and all others similarly situated, by and through her counsel of record, will and hereby does move the Court for an Order Granting Final Approval of the Class Action and PAGA Action Settlement and Granting an award of attorney's fees, litigation expense reimbursement, representative service payment, settlement administration payment to the third party administrator and for Entry of Judgment. Good cause exists for the Granting of the Motion for Final Approval of Class Action and PAGA Action Settlement and for Class Counsel Fees, Cost Reimbursement, Service Payment, and Administration Costs as the same are fair, reasonable, and adequate.

This Notice of Motion and Motion is based on this Notice of Motion and the accompanying Memorandum of Points and Authorities, declarations of Plaintiff, Jason Hatcher, Cassandra A. Castro, and Jarrod Salinas (Third Party Administrator Agent), Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Action Settlement, the documents filed in this case and on such oral and documentary evidence as may be presented before and at the hearing on this Motion.

DATED: October 1, 2026

THE MYERS LAW GROUP, A.P.C.

By: *__/s/Cassandra A. Castro__*
David P. Myers,
Jason Hatcher,
Cassandra A. Castro,
Andriana N. Bravo
Attorneys for Plaintiff, on behalf of herself and all others similarly situated

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I. INTRODUCTION

Plaintiff Talia Ovando ("Plaintiff") seeks final approval of the preliminarily-approved Class Action and PAGA Action Settlement Agreement and Settlement Notice ("Settlement" or "Settlement Agreement"), (Preliminary Approval ("PA") Decl. Castro at Exhibit 1 and PA Supp. Decl. Castro at Exhibit 3 (together referred to herein as "Ex. 1")[1], and an order granting an award of attorney's fees, litigation expense reimbursement, representative service payment, and settlement administration payment to the third-party administrator.

The Settlement is a class action and PAGA action settlement, with a non-reversionary Gross Settlement Amount ("GSA") common fund of Four Hundred Seventy-Four Thousand, Four Hundred Sixty-Six Dollars and Seventy-Two Cents ($474,466.72) to be paid by Defendants Paolino Logistics LLC, Paolino Transport LLC, and Amazon Logistics, Inc. ("Defendants") in exchange for a release of claims that are narrowly tailored to the facts and claims asserted across the action. See (Ex. 1).

The Settlement covers approximately 16,864 Workweeks for 694 Participating Settlement Class Members ("PCM") consisting of current and former hourly, non-exempt employees who worked for Defendants Paolino Logistics and Paolino Transport LLC and who provided dispatch and/or delivery driver services for Defendants Paolino Logistics LLC and Paolino Transport LLC in the State of California at any time during the Class Period defined as November 1, 2020 through March 15, 2026. (Decl. of Jarrod Salinas (Administrator Agent) ("Decl. Salinas") at ¶ 11); (Ex.1 at ¶¶ 1.4, 1.9, 4.1). Class Counsel achieved an extraordinary recovery of *Four Hundred Eighty Thousand, One Hundred Twenty-Seven Dollars and Forty-Four Cents* ($480,127.44) to be paid by Defendants where it is estimated that:

- 21.2% of the PCM (approx. 147/694 individuals) will receive a class settlement share *in excess of $500*;
- 10.2% of the PCM (approx. 71/694 individuals) will receive a class settlement share *in excess of $1,000*;

[1] This Motion incorporates by reference the definitions in the Settlement Agreement and Amendment. All defined terms in the Settlement Agreement and stated herein shall have the same meaning as set forth in the Settlement Agreement, or as applicable to Paragraph 1.9, the Amendment.

- 5.2% of the PCM (approx. 36/694 individuals) will receive a class settlement share *in excess of $1,500*;
- 3.5% of the PCM (approx. 24/694 individuals) will receive a class settlement share *in excess of $2,000*;

The "average" payment for PCM is $382.87 ($265,710.87 (Net Settlement Amount ("NSA"))/((694 (PCM)), with the highest Individual Settlement Share to be paid to PCM is approximately $3,907.51 and the lowest is approximately $15.76. (Decl. Salinas at ¶ 14); (Final Approval ("FA") Decl. Castro at ¶ 5). These are substantial and significant results to the PCM, which is only further evidenced by the fact that **ZERO** PCM objected to the Settlement and **ZERO** Class Members opted-out of the Settlement. (Decl. Salinas at ¶¶ 8-10).

Class Counsel are entitled to a fee award for taking on a risky and complex case and seek an award of $158,155.57 which amounts to one-third (1/3) of the Gross Settlement Amount common fund. A fee award of one-third of the common fund is reasonable and well within the range of reasonableness for the excellent results achieved for the PCM. Class Counsel also seek reimbursement for reasonable expenses incurred of $9,008.19, which they would have borne themselves had this case not reached a successful result.

In addition, the named Plaintiff is seeking a service award of $10,000.00 for her efforts made on behalf of the Class, to compensate her for her substantial participation in this case to pursue these class and PAGA claims to an excellent result. As detailed infra, as part of the service award, Plaintiff is signing a general release pursuant to Civil Code §1542.

Finally, Plaintiff is seeking, a payment to the Settlement Administrator—Phoenix Settlement Administrators ("PSA")—of $11,592.08 for the costs of administering this Settlement. (Decl. Salinas at ¶ 17, Ex. B).

Since the attorneys' fees requested are well within the range of reasonableness and the results achieved for the Class Members, LWDA, and PAGA Employees are excellent, Plaintiff respectfully requests that the Court award the requested fees in the amount of one-third (1/3) of the GSA or $158,155.57. Plaintiff also respectfully requests that the Court order payment of a class representative service award of $10,000 to Plaintiff; Class Counsel's costs in an amount of

$9,008.19; and a $11,592.08 payment to Phoenix Settlement Administrators ("PSA"), the Settlement Administrator, for the administration of this Settlement.

II. CASE HISTORY AND OVERVIEW

A. Factual Background

Paolino provides delivery services for Defendant Amazon Logistics ("Amazon") (together with Paolino, "Defendants") throughout the state of California and employed Plaintiff and the Settlement Class during the Class Period.

On August 1, 2022, Plaintiff filed a Private Attorneys General Act (PAGA) Notice with the Labor and Workforce Development Agency and mailed Defendants the same.

On July 28, 2022, Plaintiff filed a class action complaint. On April 24, 2023, Plaintiff filed a First Amended Complaint ("FAC"), against Defendants. The FAC alleges violations of the California Labor Code and Business and Professions Code, on behalf of Plaintiff and all others similarly situated, for the following claims: (a) failure to pay all overtime and double time wages; (b) failure to provide meal periods; (c) failure to provide rest periods; (d) failure to provide accurate wage statements; (e) failure to pay all wages due at separation; (f) unfair competition; and (i) Private Attorneys General Act (PAGA).

On December 14, 2022, Paolino filed a Motion to Compel Individual Arbitration, Dismiss Class Claims, and Stay Proceedings ("Motion to Compel"), to which Amazon filed a Notice of Joinder. Plaintiff opposed Defendants' Motion to Compel. On August 17, 2023, the Court granted Defendants' Motion to Compel. On February 2, 2024, in accordance with the Court's ruling on Defendants' Motion to Compel, Plaintiff demanded arbitration with the American Arbitration Association ("AAA").

On March 5, 2025, Plaintiff and Defendants (the "Parties") participated in an all-day private mediation with mediator Scott Markus, Esq. Prior to mediation, Defendants provided Plaintiff with informal mediation-based class and PAGA discovery that included data detailing the number of Class Members (former and current Class Members), total number of aggrieved employees ("PAGA employees"), and the total number of workweeks, as well as payroll data and documents, the personnel files for Plaintiff, and wage and hour policy documents, to permit

Plaintiff to prepare a damages model. (PA Decl. Castro at ¶ 5). At the mediation a settlement in principle was reached through non-collusive, arm's length negotiations, which ultimately resulted in this Settlement. (Id. at ¶ 4).

Plaintiff and Plaintiff's Counsel ("Class Counsel") have concluded, after taking into account sharply disputed factual and legal issues involved in this litigation, the risks of further litigation, and the substantial benefits received and to be received pursuant to the compromise and settlement of the litigation, that settlement on the terms hereinafter set forth is in the best interest of the class members.

Defendants and Defense Counsel have concluded, after taking into account the sharply disputed factual and legal issues involved in the litigation, the risks attending further defense, the substantial expense and burden of protracted litigation, and their desire to put the controversy to rest, that settlement on the terms hereinafter set forth is in the best interest of Defendants.

B. Preliminary Approval and Settlement Notice

Plaintiff filed her Motion for Preliminary Approval on April 30, 2026. On June 3, 2026, the Court granted Plaintiff's Motion for Preliminary Approval and conditionally certified the Settlement Class, appointing Plaintiff's counsel as Class Counsel and Plaintiff as Class Representative.

On June 9, 2026, Plaintiff submitted her Amended PAGA Notice to the LWDA. (FA Decl. Castro at ¶ 6, Exs. 1-2).

On July 23, 2026, PSA sent the Settlement Notices approved by the Court in Plaintiff's Motion for Preliminary Approval via First Class U.S. Mail to all Class Members and PAGA Employees. (Decl. Salinas at ¶ 5). Following the initial mailing, PSA performed skip tracing for 8 returned Settlement Notices, and forwarded 8 returned Settlement Notices to the updated addresses obtained. (Decl. Salinas at ¶ 6). No Settlement Notices were deemed undeliverable after the second attempt. (Decl. Salinas at ¶ 7).

On August 14, 2026, after expiration of the exhaustion period associated with her Amended PAGA Notice, Plaintiff filed her Second Amended Complaint. (FA Decl. Castro ¶ 7).

As of the September 7, 2026, deadline there are ZERO objections and ZERO opt-outs from

the Settlement. (Decl. Salinas at ¶¶ 8-10). Class Members are participating in the Settlement with ***zero*** objections. (Id).

III. SETTLEMENT TERMS AND THE CLASS RESPONSE

A. Settlement Terms as Preliminarily Approved by This Court

1. The Settlement Class

The settlement class is defined as: "All current and former California hourly, non-exempt employees who worked for Defendants Paolino Logistics LLC and Paolino Transport LLC at any time during the Class Period and who provided dispatch and/or delivery driver services for Defendants Paolino Logistics LLC and Paolino Transport LLC." (Ex. 1 at ¶ 1.4, 1.9). There are 694 PCM and the Settlement covers 16,864 Workweeks for the PCM and Class Period. (Decl. Salinas at ¶ 11).

2. The Settlement Allocations

Under the terms of the Settlement, Defendants agreed to pay a non-reversionary sum of Four Hundred Seventy-Four Thousand, Four Hundred Sixty-Six Dollars and Seventy-Two Cents ($474,466.72), or Gross Settlement Amount ("GSA"). (Ex. 1 at ¶¶ 1.21, 3.1, 8.2). For ease of reference, a full breakdown of the Settlement is provided below:

Gross Settlement Amount ("GSA")	$474,466.72
Class Counsel Fees Payment	$158,155.57
Class Counsel Litigation Expenses Payment	$9,008.19
Administration Expenses Payment	$11,592.08
Class Representative Service Payment	$10,000.00
LWDA PAGA Payment	$15,000.00
PAGA Payment to PAGA Employees	$5,000.00
Net Class Settlement Amount ("NSA")	$265,710.87
Number of Class Members	694
Number of Objections	0
Number of Opt-Outs	0
Number of Participating Class Members ("PCM")	694
Average Payment to PCM	$382.87
Estimated Number of Payments Over $500 to PCM	147 (21.2% of PCM)
Estimated Number of Payments Over $1,000 to PCM	71 (10.2% of PCM)
Estimated Number of Payments Over $1,500 to PCM	36 (5.2% of PCM)
Estimated Number of Payments Over $2,000 to PCM	24 (3.5% of PCM)
PAGA Total Payment	
Number of PAGA Employees	597

Number of PAGA Pay Periods	8,174
Average Individual PAGA Payment	$8.38

(Ex. 1 at ¶¶ 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4, 3.2.7, 3.2.8); (FA Decl. Castro at ¶ 5); (Decl. Salinas at ¶¶ 11-15). The GSA is exclusive of employer-side payroll taxes, which Defendant Paolino Logistics LLC will pay separately. (Ex. 1 at ¶ 1.21, 1.18).

3. Settlement Shares to Participating Class Members

Each Participating Class Member who did not timely opt-out of the Settlement ("PCM"), will receive a pro rata Individual Settlement Share of the Net Settlement Amount. ("NSA"). (Ex. 1 at ¶ 7.5.1, 7.5.3, 7.5.4). The Settlement allocates 30% of the Settlement Share as wages subject to employee wage withholdings and reported on IRS Form W-2; and the remaining 70% as interest and penalties reported on IRS Form 1099. (Ex. 1 at ¶ 3.2.5).

The Settlement applies to 694 PCM and, as a gauge, yields an "average" payment for PCM of $382.87. (Decl. Salinas at ¶ 14). It is estimated that 21.2% of the Participating Class Members ("PCM") (approx. 147/694 individuals) will receive a total class Settlement Share in excess of $500.00; 10.2% of the PCM (approx. 71/694 individuals) will receive a class Settlement Share in excess of $1,000.00; 5.2% of the PCM (approx. 36/694 individuals) will receive a class Settlement Share in excess of $1,500.00; and 3.5% of the PCM (approx. 24/694 individuals will receive a class settlement share in excess of $2,000.00. (FA Decl. Castro at ¶ 5).

4. PAGA Allocation and Data

The Settlement allocates $20,000.00 to the PAGA Payment. (Ex. 1 at ¶ 1.34). The PAGA Penalties results in 75% (or $15,000.00) paid to the LWDA labeled as the LWDA PAGA Payment. (Id.). The remaining 25% (or $5,000.00) will be paid to the PAGA Employees, calculated by dividing 25% of the PAGA Payment by the total number of Pay Periods of all PAGA Employees during the PAGA Period, and then multiplying the result by each PAGA Employee's number of Pay Periods worked during the PAGA Period. (Id. at ¶¶ 1.23, 3.2.8). Based on the data provided by Defendants to PSA, there are approximately 597 PAGA Employees (or aggrieved employees) and 8,174 PAGA pay periods in the PAGA Period of July 28, 2021 to June 3, 2026. (Decl. Salinas at ¶¶ 3, 5, 15). The estimated average Individual PAGA Payment is $8.38 ($5,000.00 (25% of PAGA Amount to PAGA Employees / 597 (PAGA Employees)). (Id.)

5. Participating Class Member Released Claims

Participating Class Members were informed via the Settlement Notice that by accepting the payment and participating in the settlement they would release the Released Parties from all Released Class Claims, as defined in the Settlement and the Settlement Notice. (Decl. Salinas at Ex. A); (Ex. 1 at Ex. A).

B. Notice of Class Action and PAGA Action Settlement

In accordance with this Court's Order Granting Preliminary Approval, and the Settlement, all Class Members and PAGA Employees were mailed the Settlement Notices on July 23, 2026. (Decl. Salinas at ¶¶ 3-6). The Settlement Notices included information regarding the nature of the litigation; a summary of the terms of the Settlement Agreement; the definitions of the Class; the estimated cost for administration of the settlement; information regarding payments from the GSA; the individual Class Members' total number of workweeks worked during the Class Period and number of pay periods worked during the PAGA Period; the estimated Individual Class Payment and Individual PAGA Payments; the formulas for calculating Individual Class Payment and Individual PAGA Payments; the dates of the Class Period and PAGA Period; instructions for requesting exclusion from or objecting to the settlement, deadlines for the same; the date, time and location of the Final Approval/Fairness Hearing; and the claims to be released by Participating Class Members. (Decl. Salinas at Ex. A).

C. Class Members' Response Endorses the Settlement

The deadline to object to and/or opt-out of the Settlement was September 7, 2026. As of the deadline, ZERO Class Members objected to the Settlement, thus the Class Members who wish to participate in the Settlement, support the Settlement and its terms after being provided adequate notice of the same. (Decl. Salinas at ¶¶ 7-10). Notably, ZERO Class Members opted out of the Settlement. (Id. at ¶ 8).

IV. THIS COURT SHOULD CONFIRM SETTLEMENT CLASS CERTIFICATION AS ALL REQUIREMENTS UNDER CODE OF CIVIL PROCEDURE §382 ARE MET

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, this Court found that the Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on June 3, 2026. Since the Court entered an order granting preliminary approval, no events have occurred to cast doubt on the propriety of this determination. Following dissemination of the Settlement Notices, ZERO Class Members asserted an objection to the Settlement and ZERO Class Members requested exclusion from the Settlement. (Decl. Salinas at ¶¶ 8-10). This Court should therefore confirm its conditional certification of the Class.

V. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE, AND THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL

A. This Court Already Found the Settlement Fair, Adequate and Reasonable

The Court's June 3, 2026 Preliminary Approval Order found the Settlement to be fair, adequate and reasonable. The Settlement Class Members confirmed that as demonstrated by ZERO objections to the terms of the Settlement and ZERO opt-outs. This represents a resounding approval of the Settlement, and its terms, especially given the settlement class size. Plaintiff reincorporates and restates herein her Motion for Preliminary Approval.

Without reiterating the Parties' showing that the Settlement Agreement and the negotiation process that led up to it was fair and adequate, as set forth in detail in the Motion for Preliminary Approval, the Parties highlight the following facts. The Settlement Agreement was the product of negotiations between highly able and experienced attorneys on both sides who possessed the relevant data and extensive legal research which they had carefully analyzed. (PA Decl. Castro at ¶¶ 2-4, 6-8, 10, 12-22).

The results after mailing of the Settlement Notice support confirmation of the Court's preliminary approval of the settlement and support final approval of the settlement, as evidenced by the fact that there were ZERO requests for exclusions and ZERO objections to the settlement.

(Decl. Salinas at ¶¶ 8-10). The Court may appropriately infer that the class action settlement is fair, adequate, and reasonable, given that no Class Member has submitted an objection. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992).

B. Under Well-Established Legal Principles, the Court Should Grant Final Approval of the Settlement

1. Standard of Review

On a motion for final approval of a class action settlement under California Code of Civil Procedure § 382 and California Rule of Court 3.769, a court's inquiry is whether the settlement is "fair, adequate and reasonable." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982), *cert. denied subnom*., *Byrd v. Civil Serv. Comm'n*, 459 U.S. 1217 (1983). A settlement is fair, adequate, and reasonable, and therefore merits final approval, when "the interests of the class are better served by the settlement than by further litigation." *See Manual for Complex Litigation, Fourth* § 21.6 at 309 (Fed. Jud. Ctr., 4th ed. 2004) ("*Manual*"). The law favors settlement, particularly in class actions and other complex cases, where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. See 4 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions* § 11.41 (4th ed. 2002); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992); *Van Bronkhorst v. Safeco Corp*., 529 F.2d 943, 950 (9th Cir. 1976).

Although the Court possesses "broad discretion" in determining that a proposed class action settlement is fair, the Court's role must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate to all concerned. *See Officers for Justice*, 688 F.2d at 625. Accordingly, the Court should give due regard to what is otherwise a "private consensual agreement" between the parties. *Id*.; *see also Church v. Consolidated Freightways, Inc*., 1993 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 720 F. Supp. 1379 (D. Ariz. 1989), *aff'd sub nom., City of Seattle,* 955 F.2d 1268; *Manual* § 21.6 at 309 ("The judicial role in reviewing a proposed settlement is critical, but limited to approving the proposed settlement, disapproving it, or imposing conditions

on it. The judge cannot rewrite the agreement").

A court's approval of a class action settlement will only be reversed for a clear abuse of discretion. *See Dunk v. Ford Motor Co*., 48 Cal. App. 4th 1794, 1801 (1996); *Officers for Justice*, 688 F.2d at 626 ("reverse only upon a strong showing that the district court's decision was a clear abuse of discretion"); *Class Plaintiffs*, 955 F.2d at 1276; *Ackerman v. Kassar*, 1993 WL 326453 (9th Cir. 1993); *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1238 (9th Cir. 1998).

As the court cautioned in *7-Eleven Owners for Fair Franchising v. Southland Corp*., 85 Cal. App. 4th 1135, 1146 (2000):

> "It cannot be overemphasized that neither the trial court in approving the settlement nor this Court in reviewing that approval have the right or duty to reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute. It is well settled that in the judicial consideration of proposed settlements, 'the [trial] judge does not try out or attempt to decide the merits of the controversy,' [citation] and the appellate court 'need not and should not reach any dispositive conclusions on the admittedly unsettled legal issue."

2. The Settlement is Presumed to Be Fair

The Court should begin its analysis with the presumption that the settlement is fair and should be approved:

> [A] presumption of fairness exists where: (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; and (4) the percentage of objectors is small.

Dunk, 48 Cal. App. 4th at 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at 1146; *accord, Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980); *In re Wash. Pub Power Supply*, 720 F. Supp. At 1387.

The settlement in the case at bar warrants approval and carries a presumption of fairness. As previously noted in the application for Preliminary Approval, this current settlement was negotiated at arm's length. (PA Decl. Castro at ¶¶ 4-5); (Mot. for PA). Second, Class Counsel engaged in factual investigation before settling, including reviewing class and PAGA data. (PA Decl. Castro at ¶¶ 5-7). Further, Class Counsel is highly experienced in this type of litigation. As shown in the supporting declaration, Class Counsel has significant experience in class and PAGA actions and employment wage and hour matters. (PA Decl. Castro at ¶ 2-4, 7, 20, 12-22); (Decl.

Hatcher at ¶¶ 2-5).

3. Two-Way Costs and Other Risks Inherent in Continued Litigation Favor Final Approval

To assess the fairness, adequacy, and reasonableness of a class action settlement, the Court also should weigh the immediacy and certainty of substantial settlement proceeds against the risks inherent in continued litigation. *See In re General Motors Corp*., 55 F.3d 768, 806 (3d Cir. 1995) ("present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement") (internal citations omitted); *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975); *Boyd v. Bechtel Corp*., 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff would have been potentially responsible for Defendants' costs. As such, should any individual bring individual claims against Defendants on the same causes of action, they would each face the uncertainty of prevailing and the possibility of paying costs to Defendants. Accordingly, such claims likely would not be brought—thus, this lawsuit achieves a true benefit for the class that they might not otherwise get or seek as individuals. Here, given that a fair and reasonable settlement has been reached, neither Plaintiff, nor any of the PCM will be required to pay for Defendants' litigation costs.

The risks of this case were weighed by Class Counsel and should be considered a significant factor by the Court in its determination of final approval. Class Counsel obtained a very substantial settlement for the Class that resulted in a fair recovery which at the same time provides for finality and no risk of costs to be borne by the Class Members or PAGA Employees or the Class Representative.

The Settlement Agreement also affords the Class prompt, fair relief, while avoiding significant legal and factual battles that otherwise may have prevented the Class or PAGA Employees from obtaining any recovery at all. While Class Counsel believe the Class Members' and PAGA Employees' claims are meritorious and can be successfully litigated, they are experienced and fully understand the inherent risks and uncertainty involved with such matters as the resolution of an appeal of the ruling on the MTCA, the issue of class certification, the outcome

of a potential trial, and the outcome of any further appeals that would inevitably follow should the Class prevail at trial. Class Counsel has also assessed the same risks in connection with the current settlement. Because the settlement provides immediate and substantial relief, without the attendant risks and delay of continued litigation—not to mention the threat of litigation fees and costs—Class Counsel believe that the settlement warrants the Court's final approval. (PA Decl. Castro at ¶ 3-8, 10); (FA Decl. Castro at ¶ 4); (Decl. Hatcher at ¶ 12).

4. The Complexity, Expense, and Likely Duration of Continued Litigation Against Defendant Favor Final Approval

Another factor considered by courts in approving a settlement is the complexity, expense, and likely duration of the litigation. *See Officers for Justice*, 688 F.2d at 625; *Girsh*, 521 F.2d at 157. In applying this factor, the Court must weigh the benefits of the settlement against the expense and delay involved in achieving an equivalent or more favorable result at trial. *Young v. Katz*, 447 F.2d 431, 433-34 (5th Cir. 1971).

As noted above, continued litigation could have led to further appeals on a number of issues, including the ruling on Defendant's MTCA. Instead, the Settlement reached provides to all PCM—regardless of their means— fair relief in a prompt and efficient manner. Were the Court to deny final approval, the PCM would be left without a remedy as a practical matter and courts across the State would have to address the issues presented here in a piecemeal, costly, and time-consuming manner. The settlement in this case is therefore consistent with the "overriding public interest in settling and quieting litigation" that is "particularly true in class action suits." *See Van Bronkhorst*, 529 F.2d at 950 (footnote omitted); *see also 4 Newberg* § 11.41. Here, through the proposed Settlement, PCM will avoid the risks of continued litigation (including the possibility that class certification will be denied, and no relief will be available to the class members) and receive a pro rata share of the NSA, in exchange for a narrowly tailored release of claims.

5. The Opinion of Experienced Counsel Favors Final Approval

Class Counsel supports the settlement as fair, reasonable, and adequate, and in the best interest of the PCM as a whole. (FA Decl. Castro at ¶ 4); (Decl. Hatcher at ¶ 12). The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled

to significant weight by the Court in its final approval determination. *See Officers for Justice*, 688 F.2d at 625; *Ellis*, 87 F.R.D. at 18; *Boyd*, 485 F. Supp. at 617; *Linney*, 151 F.3d at 1242.

C. The Class Notice was Appropriate and Adequate

Courts enjoy broad discretion in fashioning an appropriate notice program. *Cartt v. Superior Court*, 50 Cal.App.3d 960, 973-974 (1975). Rule 3.766 of the California Rules of Court outlines the notice requirements for class actions. While there is no statutory or due process requirement that all class members receive actual notice, any "notice given should have reasonable chance of reaching a substantial percentage of the class members." *Id*. at 974. Notice mailed to the class members at their most recent known address is typically presumed adequate. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985).

On July 9, 2026, after the Court's preliminary approval of the Settlement, Defendant provided the Settlement Administrator an electronic database containing Class Data. (Decl. Salinas at ¶ 3). PSA mailed the Class Notices to all Class Members and PAGA Employees via regular First-Class U.S. Mail on July 23, 2026. (Id. at ¶ 5). Prior to the Class Notices being mailed, the Settlement Administrator performed a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. (Id. at ¶ 4). For Class Notices that were returned as non-deliverable on or before the Response Deadline, the Settlement Administrator performed a skip tracing search and was able to obtain new addresses for 8 returned Class Notices, and remailed the Class Notices to those addresses. (Id. at ¶ 6). This belt-and-suspenders approach is the proven, most reliable means of providing notice to class members. Since the Notice of Settlement reached a substantial percentage of the Class Members, the Class Notice should be deemed adequate. (Id.). PSA is an experienced, qualified, reputable and routinely used class action settlement administrator. The amount of the GSA apportioned to the costs of administration of the settlement (up to $11,592.08) is reasonable given the foregoing services provided. (Id. at ¶ 17, Ex. B).

The Class Notice, as outlined above, contained all of the necessary information to comply with Cal. Rule of Court Rule 3.766(d) as it explained the nature of the action, the substance of the settlement, the scope of the released claims and released parties, the formulas used to calculate the

individual Settlement Share and Individual PAGA Payments, the respective Class Member's estimated individual Settlement Share and/or PAGA Employee's estimated Individual PAGA Payment, and their rights to exclude themselves from or object to the class portion of the settlement but not the PAGA portion. (Decl. Salinas, at Ex. A). Accordingly, all reasonable efforts were taken to ensure that Class Members would be informed of the settlement terms and associated rights.

VI. THE REQUESTED CLASS REPRESENTATIVE SERVICE AWARD SHOULD BE APPROVED

Class Representative requests a service award of $10,000.00. (Decl. Ovando at ¶ 19); (FA Decl. Castro at ¶ 3). Plaintiff communicated with Class Counsel on numerous occasions to discuss the case, including providing substantive documents and information regarding Defendant's practices. (Decl. Ovando at ¶¶ 8-19); (FA Decl. Castro at ¶ 3). Accordingly, Plaintiff provided invaluable information, evidence, and documents that resulted in this settlement. Plaintiff also provided a general release of claims as part of the settlement, which included a waiver of the protections of Civil Code § 1542. (Decl. Ovando at ¶ 19); (FA Decl. Castro at ¶ 3).

In addition to the invaluable services that she provided, Plaintiff took significant risks, both professionally and monetarily, in acting as Class Representative, seeking benefits on behalf of the Class. (Decl. Ovando at ¶¶ 11-15, 17-22); (FA Decl. Castro at ¶ 3). Plaintiff could have possibly faced paying the costs of Defendant, had she not prevailed in this action. Moreover, Plaintiff understood that an individual case would have resolved much faster than a class or representative action and involved much less financial risk than a class or representative action. Despite this, however, Plaintiff agreed to pursue this case on behalf of the Class, the LWDA, and PAGA Employees and spent approximately 35-40 hours in pursuit of their interests. (Decl. Ovando at ¶¶ 11-15, 17-22); (FA Decl. Castro at ¶ 3).

Also, given that future employers are much less likely to hire individuals who have filed employment-related lawsuits, particularly cases of this nature, the Class Representative also faced significant risk in not being able to find suitable employment, all as a result of filing of this case against Defendant. (Decl. Ovando at ¶ 18). Plaintiff took these risks upon herself to the benefit of the Class, the LWDA, and the PAGA Employees. Class Members did not have to file individual

lawsuits and bear the risks of payment of costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a lawsuit which is a public record. These are significant benefits that weigh in favor of granting the requested enhancement. Moreover, this litigation has resulted in a significantly valuable benefit to the Class, and Plaintiff took on substantial risks in helping to get this financial benefit to the Class, the LWDA, and the PAGA Employees. As such, the incentive award should be awarded to Plaintiff for her commitment, dedication, and risks taken for this litigation.

Courts have routinely granted approval of settlements containing such enhancements. *See Van Vranken v. Atlantic Richfield Co.,* 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive award of $50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig*., 130 F.R.D. 366, 374 (S.D. Ohio 1990) (two incentive awards of $55,000, and three incentive awards of $35,000); *Brotherton v. Cleveland*, 141 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a $50,000 incentive award); *Enter. Energy Corp. v. Columbia Gas Transmission Corp*., 137 F.R.D. 240, 251-52 (S.D. Ohio 1991) ($50,000 awarded to each class representative); *Glass v. UBS Fin. Servs*., No. C-06-4068, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27, 2007) (awarding $25,000 incentive award in FLSA overtime wages class action); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (affirming $25,000 incentive award to class representative in ERISA case).

VII. THE REQUESTED ATTORNEY'S FEE AWARD IS FAIR AND REASONABLE

Class Counsel seek an attorney's fees award in the amount of $158,155.57 (one-third of the GSA) as compensation for the significant work performed in pursuing this action, for bearing the risks associated with litigating the case, and for achieving a substantial benefit for the PCM by way of the hard-fought litigation and duly negotiated, arm's-length, Settlement. As shown infra, the Court should grant this fee request.

A. Fee Award is Fair and Adequate Under Percentage of Common Fund Doctrine

In California the percentage of common fund value, with a lodestar cross-check, is an appropriate method for determining an award of attorney's fees for wage and hour class action settlement. *Laffitte v. Robert Half Internat. Inc*. (2016) 1 Cal.5th 480, 503; *Serrano v. Priest* (1977) 20 Ca1.3d 25, 34 (*Serrano III*); *Boeing Co. v. Van Gernert* (1980) 444 U.S. 472, 478; *Vincent v.*

Hughes Air West, Inc. (9th Cir. 1977) 557 F.2d 759, 769.

In *Laffitte*, the California Supreme Court confirmed the longstanding recognition in California that attorneys' fees can be awarded from a common fund, and then addressed the two primary methods for calculating attorneys' fees from a common fund: the percentage method and the lodestar-multiplier method. *Id.* at 488-489. The court further observed that "*empirical studies show the percentage method with a lodestar cross-check is the most prevalent form of fee method in practice*." Id. at 496-497 (Emphasis added).

The purpose of the common fund/percentage approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent, supra*, 557 F.2d at 769. "[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs." *In re Quinn v. State of/California* (1995) 15 Ca1.3d 162, 167. The California Supreme Court recognized that the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share." *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110. The reasons for applying the common fund doctrine include: ". . . fairness to the successful litigant, who might otherwise receive no benefit because his recovery might be consumed by the expenses; correlative prevention of an unfair advantage to the others who are entitled to share in the fund and who should bear their share of the burden of its recovery; encouragement of the attorney for the successful litigant, who will be more willing to undertake and diligently prosecute proper litigation for the protection or recovery of the fund if he is assured that he will be properly and directly compensated should his efforts be successful." *Id*.

B. Benchmark and All Common Fund Fee Factors Support the Fee Award

Class Counsel's requests for a fee award of $158,155.57, one-third of the $474,466.72 common fund is reasonable under the circumstances of this case as well as the California benchmark. Courts routinely hold that one-third of the common fund represents the "benchmark" in California. *Laffitte v. Robert Half Internat. Inc*. (2016) 1 Cal.5th 480, 502-503 (affirming award of attorneys' fees in the amount of one-third of the non-reversionary common fund); *Smith v.*

CRSTVan Expedited, Inc., 2013 U.S. Dist. LEXIS 6049, at *14 (S.D. Cal. Jan. 14, 2013) ("These percentages compare favorably with both California (33%) and federal (25%) benchmarks."); *Chavez v. Netflix, Inc*. (2008) 162 Cal.App.4th 43, 66, fn. 11 ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used - fee awards in class actions average around one-third of the recovery."); *Dennis v. Kellogg Co*., 2013 U.S. Dist. LEXIS 163118, at *23 (S.D. Cal. 2013) ("This percentage compares favorably with both California (33%) and federal (25%) benchmarks and the requested fee compares well with a lodestar cross-check as well."); *Singer v. Becton Dickinson & Co*. 2010 U.S. Dist. LEXIS 53416, at *7 (S.D. Cal. 2010); *Ingalls v. Hallmark Retail, Inc*., 2009 U.S. Dist. LEXIS 131078 (C.D. Cal. Oct. 16, 2009).

Thus, the fee request is consistent with the benchmark. Courts also may check the fee percentage of the common fund against the following factors:

> [T]he extent to which class counsel achieved the results for the class, whether the case was risky for class counsel, whether counsel's performance generated benefits beyond the cash settlement fund, the market rate for the particular field of law (in some circumstances), the burden class counsel experienced while litigating the case (e.g., cost, duration, foregoing other work), and whether the case was handled on a contingency basis.

Corona v. Remington Lodging & Hospitality, LLC, 2019 U.S.Dist.LEXIS 68116, at *26-27 (C.D.Cal. Apr. 22, 2019, No. EDCV 17-1371 JGB (SPx)); *Vizcaino v. Microsoft Corp*., 290 F.3d 1043, 1047-50 (9th Cir. 2002); *In re Online DVD-Rental Antitrust Litig*., 779 F.3d 934, 954-55 (9th Cir. 2015) (internal quotation mark omitted). These factors support Class Counsel's request for an award of $158,155.57—one-third of the $474,466.72 common fund.

1. Class Counsel Achieved an Excellent Result for the Class

The Settlement applies to 694 PCM and, as a gauge, yields an "average" payment for PCM of $382.87. (Decl. Salinas at ¶ 14). The "average" payment for PCM is $382.87 ($265,710.87 (Net Settlement Amount ("NSA")) /((694 (PCM)), with the highest Individual Settlement Share to be paid to PCM is approximately $3,907.51 and the lowest is approximately $15.76. (Decl. Salinas at ¶¶ 13-14). Further, it is estimated that 21.2% of the Participating Class Members ("PCM") (approx. 147/694 individuals) will receive a total class Settlement Share in excess of $500.00; 10.2% of the PCM (approx. 71/694 individuals) will receive a class Settlement Share in excess of

$1,000.00; 5.2% of the PCM (approx. 36/694 individuals) will receive a class Settlement Share in excess of $1,500.00; and 3.5% of the PCM (approx. 24/694 individuals will receive a class settlement share in excess of $2,000.00. (FA Decl. Castro at ¶ 5). These are substantial and significant results to the PCM, which is only further evidenced by the fact that ZERO PCM objected to the Settlement and ZERO Class Members opted-out of the Settlement. (Decl. Salinas at ¶¶ 8-10). This factor supports the reasonableness of a fee request of one-third (1/3) of the common fund.

2. The Case Was Risky

The claims at-issue in this litigation posed various risks. The risk, uncertainty, expense and delay associated with litigating the action through the completion of an appeal or, if the appeal were unsuccessful, an arbitration proceeding was great. Notably, even if the appellate court reversed the granting of Defendant's MTCA, the risk remained that the Court might ultimately determine the claims are not suitable for class certification or would be subject to possible decertification after initially granting class certification. Further, the risks associated with trial and post-trial appeals, or Defendant's defenses prevailing, remained. Under the proposed settlement, the PCM will avoid the risks of litigation (including the possibility that class certification will be denied and no relief will be available to the class members) and will receive a pro rata share of the NSA, in exchange for a narrowly tailored release of claims. (Ex. 1 at ¶ 5.2). Accordingly, this factor supports the reasonableness of a fee request of one-third of the common fund. *Corona, supra*, 2019 U.S.Dist.LEXIS 68116 at *27 (the results achieved compared to/and the risk of litigation (e.g., the quality of defenses)).

3. One-third of the Common Fund Fee is the Market Rate

State and Federal Courts in California routinely approve fee requests equal to or greater than one-third of the common fund. That is, the market rate in California is one-third of the common fund, which is the amount requested herein. *See Laffitte*, 1 Cal.5th at 502-503; *Smith*, 2013 U.S. Dist. LEXIS 6049, at *14; *Chavez*, 162 Cal.App.4th at 66, fn. 11; *Dennis*, 2013 U.S. Dist. LEXIS 163118, at *23; *Singer*, 2010 U.S. Dist. LEXIS 53416, at *7; *Ingalls*, 2009 U.S. Dist. LEXIS 131078. This factor supports the reasonableness of a fee request of one-third of the

common fund.

4. Burden of Litigation and Skill for a Contingency Fee Case

Class Counsel are litigating this matter on a contingency basis with all of the concomitant risk factors inherent in such an uncertain undertaking. (Decl. Hatcher at ¶ 9). Class Counsel and Plaintiff remained steadfast in litigating this case, resulting in an excellent result for the PCM. (Decl. Hatcher at ¶ 9); (PA Decl. Castro at ¶¶ 4-8, 10); (FA Decl. Castro at ¶ 5). Class Counsel has consistently demonstrated the highest standards of professionalism, skill and ability and brought their extensive and unique experience to this case and was able to employ it for the benefit of the class and demonstrated superior skill to secure a significant recovery for the class. (Decl. Hatcher at ¶ 2-5); (FA Decl. Castro at ¶ 2).

This case was litigated on a contingent basis and there is a substantial difference between the risk assumed by attorneys being paid by the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank with his fee. *Powers v. Eichen* (9th Cir. 2000) 229 F.3d 1249, 1256. The attorney working on a contingent basis can only log hours while working without pay towards a result that will hopefully entitle him or her to a marketplace contingent fee taking into account the risk and other factors of the undertaking. *Id*. at 1257. Otherwise, the contingent fee attorney receives nothing. *Id*. In this case, Class Counsel subjected themselves to this contingent fee market risk in this contingent fee case.

In addition to Class Counsel's time, given the contingency nature of this case, Class Counsel also carried the financial burden of advancing all costs. Which are significant, especially in this type of litigation where mediation costs are almost guaranteed and significant as well as simply filing a class action complaint. Because the risk of advancing costs in this type of litigation can be significant, it is therefore cost prohibitive to many attorneys. Here, the financial burden undertaken by Class Counsel was not insubstantial by the time settlement was reached. Of course, the costs would have increased exponentially as the action progressed if no settlement had been reached. Class Counsel advanced approximately $9,008.19 in costs which for all relevant purposes would likely be forfeited if this case had been lost. Therefore, this factor supports the reasonableness of a fee request of one-third of the common fund.

As these factors demonstrate, a fee award of $158,155.57 —one-third of the common fund, is fair, reasonable, and adequate in light of the excellent monetary relief achieved by Class Counsel for this litigation and the claims alleged, the market rate for attorneys litigating California based wage and hour class actions, and burden of Class Counsel in this heavily contested contingency fee case. *Jordan v. Michael Page Int'l* (C.D.Cal. July 2, 2020, No. SACV 18-1328 JVS (DFMx)) 2020 U.S.Dist.LEXIS 154673, at *22-25. Furthermore, NO Class Members objected to Class Counsel's fee award despite receiving notice of the same. (Decl. Salinas at ¶ 9).

C. Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee

Class Counsel's fee request is reasonable under lodestar cross-check. The lodestar is calculated by multiplying the hours worked by each person entitled to compensation by a reasonably hourly rate for those services. *Serrano v. Priest*, 20 Cal. 3d 25, 48-49 (1977). The court then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree of success achieved. *Id*. at 49; *see also Ketchum v. Moses* (2001) 24 Ca1.4th 1122, 1132-1136; *Thayer v. Wells Fargo Bank* (2001) 92 Cal.App.4th 819, 834, ["[t]here is no ... rule limiting the factors that may justify an exercise of judicial discretion to [adjust the] lodestar"].

Class Counsel's firm recorded 256.3 attorney hours to date on this case and has calculated the base lodestar at $167,302.50 using rates based on each timekeeper's experience, the comparable rates in the legal community and/or rates that have been previously applied for these attorneys as part of a lodestar cross-check method. (Decl. Hatcher at ¶¶ 6-8; Ex. A; Ex. C); *Alvarez v. City of Oxnard* (C.D.Cal. Mar. 20, 2023, No. CV 19-8044 PSG (JCx)) 2023 U.S.Dist.LEXIS 242920, at *29; *Jordan*, 2020 U.S.Dist.LEXIS 154673, at *26-27 (Approving hourly rates of $750.00 to $475.00); *PLCM Group, Inc. v. Droder* (2000) 22 Cal.4th 1084, 1095.

No multiplier is necessary here, where Class Counsel's total lodestar fees to which they would be entitled ($167,302.50) are greater than the amount being requested as part of the Settlement, resulting in a negative multiplier of 0.95. Per the Settlement, Class Counsel has agreed to accept and is only seeking $158,155.57 (one-third of the GSA). All of the work and tasks performed by Class Counsel were reasonable and necessary to the prosecution of this case and are

reflected in the result achieved. (See Decl. Hatcher, at ¶¶ 6-9, Ex. A).

An inverse or "negative" multiplier occurs when the fees requested are *less than* Class Counsel's lodestar. Fee requests which produce an inverse lodestar multiplier support an inference of reasonableness. *See, e.g., In re Portal Software, Inc. Sec. Litig.*, No. C-03-5138 VRW, 2007 U.S. Dist. LEXIS 88886, at *42 (N.D. Cal. Nov. 26, 2007) ("The resulting so-called negative multiplier suggests that the percentage-based amount is reasonable and fair based on the time and effort expended by class counsel."); *Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 U.S. Dist. LEXIS 80776, at *62 (E.D. Cal. June 11, 2012) ("An implied negative multiplier supports the reasonableness of the percentage fee request"). Indeed, courts in this jurisdiction "routinely enhance[] the lodestar to reflect the risk of non-payment in Common fund cases." *Vizcaino v. Microsoji Corp*. (9th Cir. 2002) 290 F.3d 1043, 1051; *Graham v. Daimler Chrysler Corp*. (2004) 34 Cal.4th 553, 579 ("One of the most common fee enhancers [...] is for contingency risk."). Such an enhancement "mirrors the established practice in the private legal market of rewarding attorneys' fees for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *Vizcaino*, 220 F.3d at 1051; *Ketchum*, 24 Ca1.4th at 1132-33. A risk multiplier also serves to bring the financial incentives for enforcing important rights "into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-service basis." *Ketchum*, 24 Ca1.4th at 1132. Where courts routinely approve such multipliers, a negative multiplier implicitly supports a finding of reasonableness.

In determining whether or not to enhance or reduce the lodestar, California courts take into account multiple factors, including: the time and labor required; the skill requisite to perform the legal services properly; the preclusion of other employment by the attorney due to the acceptance of the case; the contingent nature of the fee; the amount involve and results obtained; the experience, reputation, and ability of the attorney; and awards in similar cases. *Cates v. Chiang* (2013) 213 Cal.App.4th 791, 822.

As discussed above and elaborated more fully in the Preliminary Approval Motion, this was a contested matter. This matter required a great amount of effort and involved the exercise of high levels of skill, which Class Counsel had as a result of extensive experience in employment

class actions and California wage and hour litigation. Class Counsel have been actively involved in the case prior to the filing of the original complaint and all the way up through final approval, and Class Counsel's dedication to the representation of class interests has precluded other employment. See (Decl. Hatcher at ¶¶ 6-9, Ex. A).

Most importantly, all services were performed by Class Counsel on a contingent basis. Both California and federal courts recognize that attorneys should be compensated for taking on such contingent risks and provided with financial incentives to enforce important rights and protections like those at issue in this case. *See, e.g., Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal. 4th at 1132-33. Here, Class Counsel bore the risk that, in spite of all of their efforts and skill employed, there may be no recovery. The amount at issue was significant and Class Counsel was successful in achieving substantial results in the form of a settlement of $474,466.72.

Class Counsel's base lodestar is $167,302.50. (Decl. Hatcher ¶¶ 6-9; Ex. A). Class Counsel only seeks an attorney's fee award of $158,155.57 (1/3rd of the Common Fund), which is consistent with the retainer agreement entered into by Plaintiff and Class Counsel and represents a negative multiplier of 0.95, suggesting that the percentage of the fund amount is reasonable and fair. The total amount of fees sought by Class Counsel is also reasonable compared to fees awarded in similar cases and ZERO Class Members objected to the requested amount. As stated, courts routinely *enhance* lodestar amounts based on multipliers that "range from 2 to 4 or even higher." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255; *Vizcaino*, 290 F.3d at 1051 (approving multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa USA, Inc*. (2d Cir. 2005) 396 F.3d 96, 123 (approving multiplier of 3.5); *Craft v. County of San Bernardino* (C.D. Cal. 2008) 624 F. Supp. 2d 1113, 1125 (awarding multiplier of 5.2 and collecting cases with cross-check multipliers ranging from 4.5 to 19.6); *Glendora Community Redevelopment Agency v. Demeter*, (1984) 155 Cal.App.3d 465, 479-80 (approving fee award with multiplier of 12); *see also, e.g., Chavez, supra*, 162 Cal.App.4th at 66 (approving multiplier of 2.5); *Laffitte, supra*, 1 Cal.5th at 488 (approving one-third percentage of common fund for fee award with a multiplier of 2.03 to 2.13 despite objectors). Here, where there is a reasonable negative multiplier and ZERO Class Members have objected to the requested fee, the fee is particularly justified.

Therefore, consideration of the lodestar method as a cross-check to the percentage figure sought supports the reasonableness of the requested fee award. Class Counsel respectfully request that the Court grant final approval of attorney's fees in the amount of $158,155.57. (FA Decl. Ovando at ¶ 21); (Decl. Hatcher at ¶¶ 6-9).

D. Class Counsel's Hourly Rates are Reasonable

Class Counsel's hourly rates are between $475.00 and $775.00 and are in line with rates typically approved in wage and hour class action litigation and/or rates accepted by Courts in California for these attorney's lodestar cross-check. (Decl. Hatcher ¶ 7, Ex. C). A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the relevant community. *PLCM Group, Inc., supra*, 22 Cal. 4th at 1095 (2000). When determining a reasonable hourly rate, counsel may consider factors such as the attorney's skill and experience, the nature of the work performed, the relevant area of expertise and the attorney's customary billing rates. *Flannery v. California Highway Patrol* (1998) 61 Cal. App.4th 629, 632.

Class Counsel's skill and experience support their hourly rates. Their practice focuses on the representation of employees in wage and hour class action matters as well as employees for actions involving unlawful employment practices such as unlawful retaliation, violations of the Fair Employment Housing Act, and unlawful termination in violation of public policy, and have been appointed class counsel or co-class counsel in multiple cases. (FA Decl. Castro at ¶ 2); (Decl. Hatcher ¶¶ 2-5). Class Counsel monitors the prevailing market rates charged by both defense and plaintiff law firms and set the billing rates of the attorneys to be consistent with the prevailing market rates in the private sector for attorneys and staff of comparable skill, qualifications, and experience. Other wage and hour attorneys working as class counsel before California courts have charged comparable if not higher rates.

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 use of current hourly rates).

E. Class Counsel's Total Hours are Reasonable

In determining a lodestar fee, reasonable hours include, in addition to time spent during litigation, the time spent before the action was filed, including time spent interviewing the client and putative class members, investigating the facts and the law, and preparing the initial pleadings. *See New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54, 62, 100 S. Ct. 2024, 2030, 64 L. Ed. 2d 723. Further, the fee award should include fees incurred to establish and defend the attorney's fee claim. *Serrano v. Priest* (1982) 32 Cal.3d 621, 639 ("*Serrano IV*"). This includes Class Counsel balancing vigorous litigation of this case with the benefits of minimizing unnecessary work. *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008) ("It must also be kept in mind that lawyers are not likely to spend unnecessary time on contingency fee cases in the hope of inflating their fees. The payoff is too uncertain, as to both the result and the amount of the fee."). Indeed, given the considerable risk that a class might not be certified, Class Counsel had no incentive to unnecessarily increase the number of hours devoted to this matter. *See also Moreno*, 534 F.3d at 1112 ("[b]y and large, the court should defer to the winning lawyer's professional judgment as to how much time he was required to spend on the case; after all, he won, and might not have, had he been more of a slacker.")

Class Counsel, as a firm, has recorded a total of no less than 256.3 hours on this case. The work performed by Class Counsel in order to achieve a settlement that will provide valuable consideration to the Class. See (Decl. Hatcher ¶¶ 8-9). All of the tasks and work performed were reasonable and necessary to the prosecution of this case. The work performed was particularly justified, in light of the significant result achieved.

In light of the foregoing, Class Counsel respectfully request the Court grant the requested attorney's fee amount of $158,155.57.

VIII. ACTUAL COSTS REIMBURSEMENT IS FAIR AND REASONABLE

Class Counsel seeks reimbursement of actual litigation costs and expenses of $9,008.19. (Decl. Hatcher at ¶¶ 10-12, Ex. B). These costs were all reasonable and necessary to the

prosecution of this case and the results achieved and are fair, reasonable, and unopposed by Defendant pursuant to the Settlement. (Id. at ¶ 11). The difference between the actual litigation costs and the amount allocated in the Settlement will be added to the NSA and distributed to Class Members. (Ex. 1 at ¶ 1.7) ($12,500.00 - $9,008.19 = $3,491.81 to be added to the NSA upon Court approval). No Class Members objected to the proposed Class Counsel Litigation Expenses up to an amount of $12,500.00. (Decl. Salinas at ¶ 9). It stands to reason that Class Members would similarly support reimbursement of Class Counsel's actual litigation costs in the lesser amount of $9,008.19 particularly when the NSA (and thereby their individual settlement payment) only increases due to the actual costs incurred being less than those allocated in the Settlement. In light of the reasonableness of the expended costs, and acceptance by the Class Members, Class Counsel respectfully requests this Court grant reimbursement of Class Counsel Litigation Costs in the amount of $9,008.19.

IX. SETTLEMENT ADMINISTRATOR PAYMENT

This Motion seeks reimbursement in the form of a direct payment of $11,592.08 to Phoenix Settlement Administrators based on the Settlement Administrator's total fees and costs. (Decl. Salinas at ¶ 17, Ex. B). This amount is fair and reasonable for the work performed and to be performed as well as the fact that ZERO Class Members have objected to this cost and the NSA (and thereby their individual settlement payment) only increases due to the actual costs requested being less than those allocated in the Settlement. (Id. at ¶¶ 9, 17). Awarding this payment to Settlement Administrator is fair and reasonable.

X. CONCLUSION

Accordingly, Plaintiff respectfully requests that this Court GRANT final approval of the Settlement and award as follows: (1) Class Counsel's requested fee award of $158,155.57; (2) $9,008.19 in actual litigation costs incurred by Class Counsel; (3) $10,000.00 Service Award to Plaintiff; (4) a $11,592.08 payment for administration fees to the Settlement Administrator as set forth in the Settlement, (5) the $15,000.00 in PAGA Payment to the LWDA, and (6) the $5,000.00 PAGA Payment to the Aggrieved Employees. Further, Plaintiff requests that the Court issue the proposed Order Granting Final Approval of Settlement and Judgment filed concurrently herewith.

Dated: October 1, 2026

THE MYERS LAW GROUP, A.P.C.

By: */s/Cassandra A. Castro*
David P. Myers,
Jason Hatcher,
Cassandra A. Castro,
Andriana N. Bravo,
Attorneys for Plaintiff, on behalf of herself and all others similarly situated