Tuvia Korobkin (SBN 268066)
tuvia@marqueelaw.com
Shawn Azizollahi (SBN 268116)
shawn@marqueelaw.com
Nancy Goodes (SBN 346529)
nancy@marqueelaw.com
MARQUEE LAW GROUP, A Professional Corporation
9100 Wilshire Boulevard, Suite 445 East Tower
Beverly Hills, California 90212
Telephone: 310.275.1844
Fax No.: 310.275.1801

Attorneys for Plaintiffs
MARIA VENTURA and CLAUDIA GONZALEZ

[Additional counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARIA VENTURA, on behalf of herself and all others similarly situated,

Plaintiff,

vs.

BRAUN LINEN SERVICE, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

CLAUDIA GONZALEZ, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

BRAUN LINEN SERVICE, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case Nos.: 24STCV23275 (Lead Case)
25STCV10755

CLASS ACTION

[Assigned for all purposes to the Hon. Samantha P. Jessner, Dept. SSC-7]

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE SERVICE AWARDS, AND ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

Date: June 22, 2026
Time: 10:00 a.m.
Dept.: SSC-7

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiffs
MARIA VENTURA and CLAUDIA GONZALEZ

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs
MARIA VENTURA and CLAUDIA GONZALEZ

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on June 22, 2026 at 10:00 a.m. in Department 7 of the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, Plaintiffs Maria Ventura and Claudia Gonzalez (collectively, "Plaintiffs"), individually and on behalf of a class of similarly situated individuals, will and hereby do move this Court for:

1. Confirmation of the certification of the Settlement Class for settlement purposes under Section 382 of the California Code of Civil Procedure;
2. Confirmation of the appointment of Plaintiff Maria Ventura and Plaintiff Claudia Gonzalez as Class Representatives for settlement purposes;
3. Confirmation of the appointment of Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC; Paul Haines of Haines Law Group, APC; and Tuvia Korobkin, F. Shawn Azizollahi, and Nancy Goodes of Marquee Law Group, APC as Class Counsel for settlement purposes;
4. The granting of final approval of the Settlement Agreement (hereinafter the "Settlement");
5. Approval of an award of $1,750,000.00 in attorneys' fees to Class Counsel;
6. Approval of an award of $30,603.29 in costs to Class Counsel;
7. Approval of an award of $15,000.00 in costs to Phoenix Settlement Administrators for its settlement administration services;
8. Approval of a service award of $10,000.00 to Plaintiff Maria Ventura for her services as Class Representative;
9. Approval of a service award of $10,000.00 to Plaintiff Claudia Gonzalez for her services as Class Representative;
10. Approval of an award of $400,000.00 to the Labor & Workforce Development Agency ("LWDA") and the PAGA Group; and
11. Entering final judgment in the form of the [Proposed] Order Granting Plaintiffs' Motion for Final Approval of Class Action Settlement and Final Judgment filed concurrently 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) Plaintiffs 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, service awards, PAGA civil penalties to the LWDA and the PAGA Group, and settlement administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the [Proposed] Order Granting Plaintiffs' Motion for Final Approval of Class Action Settlement and Final Judgment 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; the attached Memorandum of Points and Authorities; the supporting declarations of Scott M. Lidman, Milan Moore, Tiara Gose-Hardy, Paul K. Haines, Tuvia Korobkin, Plaintiffs Maria Ventura and Claudia Gonzalez[1], Lluvia Islas of Phoenix Settlement Administrators, and the exhibits attached thereto; the Settlement; 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: May 28, 2026

Respectfully submitted,
LIDMAN LAW, APC

By: ______________________________
Scott M. Lidman

Attorneys for Plaintiffs
MARIA VENTURA and CLAUDIA GONZALEZ

[1] The declarations of Plaintiffs Maria Ventura and Claudia Gonzalez were originally filed with this Court in connection with the Motion for Preliminary Approval. For the convenience of the Court, Plaintiffs have re-filed their declarations with the instant Motion.

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Federal Cases

State Cases

State Statutes and Rules

<u>Regulations</u>

<u>MEMORANDUM OF POINTS AND AUTHORITIES</u>[2]

I. INTRODUCTION

Plaintiffs Maria Ventura and Claudia Gonzalez (collectively, "Plaintiffs") submit this memorandum of points and authorities in support of their motion for final approval of the class action settlement (the "Settlement") with Defendant Braun Linen Service, Inc. ("Defendant") on behalf of the Settlement Class defined as: "All individuals who worked for Braun Linen in California in a non-exempt position at any time from September 9, 2020 through September 6, 2025."

In this <u>non-reversionary</u> Settlement, all participating Settlement Class members will receive **<u>automatic</u>** payments without the need to submit a claim form, resulting in an average settlement payment of approximately $4,723.22 to each participating Settlement Class member. This is a favorable resolution of the highly disputed wage and hour claims in this case and the significant litigation risks that Plaintiffs faced.

Since this Court granted preliminary approval on February 9, 2026, nothing has changed to impact the propriety, fairness, adequacy and reasonableness of the Settlement. At the time of filing, after receiving notice of the Settlement and of their projected Settlement payments, none of the 620 Settlement Class members have opted out of the Settlement and not a single Settlement Class member filed an objection to any portion of the Settlement.

As explained below, the Court should grant Plaintiffs' 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 warrants final approval because it 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, Plaintiffs' Class Representative Service Awards, payment to the Labor Workforce Development Agency ("LWDA") and the PAGA Group, and settlement administration costs are all fair, adequate, and reasonable.

---

[2] Given the multiplicity of issues addressed in this Motion, Plaintiffs respectfully request that the Court allow Plaintiffs to exceed the 20-page limit set forth in California Rule of Court 3.764(c)(2), and that the Court consider the attached memorandum of points and authorities which is 22 pages in length.

In light of the foregoing, Plaintiffs respectfully request that this Court enter the [Proposed] Order Granting Plaintiffs' Motion for Final Approval of Class Action Settlement and [Proposed] Final Judgment submitted concurrently herewith.

II. FACTUAL AND PROCEDURAL BACKGROUND

On September 9, 2024, Plaintiff Ventura filed the instant putative class action complaint.

On April 9, 2025, Plaintiff Gonzalez filed a putative class action complaint. *See* Declaration of Scott M. Lidman ("Lidman Decl."), ¶ 10. Plaintiff Gonzalez also submitted a PAGA notice letter to the LWDA and Defendant advising of her intention of filing a claim under the Private Attorneys General Act of 2004 ("PAGA") based on the Labor Code violations as alleged in her operative complaint. *Id*. On June 26, 2025, after exhausting her administrative remedies, Plaintiff Gonzalez filed a First Amended Class and Representative Action Complaint adding a cause of action for civil penalties under the PAGA. *Id*.

On June 10, 2025, Plaintiff Ventura's action and Plaintiff Gonzalez's action were related and were later consolidated on September 3, 2025. Lidman Decl., ¶ 11. On September 19, 2025, pursuant to a stipulation between Plaintiff Ventura, Plaintiff Gonzalez, and Defendant (hereafter collectively, the "Parties"), Plaintiffs filed the operative Consolidated Class and Representative Complaint ("Complaint') in this action. *Id*. The Complaint consolidated Plaintiffs' claims, including a PAGA claim based on all claims alleged by both Plaintiffs. *Id*.

Thus, Plaintiffs' primary claims are that Defendant: (1) committed minimum wage violations; (2) failed to pay overtime wages; (3) committed meal period violations; (4) committed rest period violations; (5) is subject to waiting time penalties; (6) failed to provide accurate, itemized wage statements; (7) engaged in unfair competition; and (8) is liable for civil penalties under the PAGA. Lidman Decl., ¶ 11.

A. Plaintiffs' Claims

As explained in detail in the Motion for Preliminary Approval, one of Plaintiffs' primary theories of liability is related to Defendant's alleged time-rounding practice. Lidman Decl., ¶ 17. Specifically, Plaintiffs allege that Defendant would modify employees' time records to reflect their scheduled hours rather than their actual clock-in times, which resulted in employees not being paid for time spent prior to the beginning of their shifts and/or after the end of their shifts. *Id*.

Plaintiffs also allege that that until approximately December 2024, they and other employees consistently had their meal periods cut short by a bell that rang at the 28-minute mark of each meal period. Lidman Decl., ¶ 19. Plaintiffs allege that this "warning bell" caused employees to cut short their meal periods so that they were back at their work stations, ready to work, by the time the next bell rang at the 30-minute mark. *Id*. Thus, Plaintiffs allege employees' meal periods were essentially truncated by two minutes on each shift. *Id*. Plaintiffs further allege that at the Paramount location, Defendant consistently provided meal periods late (i.e., commencing after the end of the fifth hour of work) until Defendant modified its Paramount schedules in or about January 2025. *Id*.

Plaintiffs also allege that until approximately December 2024, Defendant failed to authorize and permit 10-minute rest periods, as a result of a "warning bell" system similar to the one it implemented regarding meal periods. Lidman Decl., ¶ 21. Specifically, Defendant would sound a bell at the 8-minute mark of each rest period, and Plaintiffs allege this had the desired effect of causing employees to cut short their rest periods by two minutes in order to be back at their work stations, ready to work, by the time the next bell rang two minutes later, thereby causing employees' rest breaks to be consistently interrupted and cut short. *Id*. In addition, Plaintiffs allege that until late 2024, Defendant would unlawfully schedule the rest periods at Paramount so that both rest periods occurred prior to the meal period, rather than the "preferred schedule" of having one rest period on either side of the meal period as described in *Brinker*. *Id.*; *see also Brinker Restaurant Corp. v. Superior Court*, 54 Cal.4th 1004, 1032 (2012) ("in the context of an eight-hour shift, as a general matter, one rest break should fall on either side of the meal break."); *Rodriguez v. E.M.E., Inc.*, 246 Cal.App.4th 1027, 1040 (2016) ("a departure from the preferred schedule is permissible only when the departure (1) will not unduly affect employee welfare and (2) is tailored to alleviate a material burden that would be imposed on the employer by implementing the preferred schedule.").

As a result of Defendant's alleged failure to pay all wages, as well as its failure to provide all meal and rest periods, Plaintiffs assert that Defendant failed to comply with its final payment and wage statement obligations, in violation of Cal. Labor Code §§ 203 and 226, respectively. Lidman Decl., ¶ 23. Plaintiffs also seek civil penalties under the PAGA based on the aforementioned claims. *Id*.

As explained *infra* and in Plaintiffs' Motion for Preliminary Approval, Defendant denies Plaintiffs' claims, maintains that it has consistently complied with all applicable laws, and asserts several affirmative defenses, both on the merits and with respect to class certification.

B. Mediation and Settlement

Prior to mediation, the Parties engaged in informal discovery. Lidman Decl., ¶ 12; Declaration of Tuvia Korobkin ("Korobkin Decl."), ¶ 13. Defendant produced timekeeping and payroll records for all putative class members; its employee handbook; a class list with each employee's hire date, termination date, and other data; applicable collective bargaining agreements; and other relevant information. *Id.* Plaintiffs' counsel hired an expert data analyst to analyze and extrapolate the data. *Id*. This discovery allowed the Parties to assess the merits and value of Plaintiffs' claims and Defendant's defenses. *Id.*

On June 6, 2025, a mediation was held with Monique Ngo-Bonnici, Esq., an experienced and well-respected wage and hour class action mediator. Lidman Decl., ¶ 13; Korobkin Decl., ¶ 14. During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs' claims, and the legal basis for the claims and defenses. *Id*. At the conclusion of mediation, Ms. Ngo-Bonnici made a mediator's proposal which was eventually accepted by the Parties, and which ultimately led to the Settlement. *Id*.

C. Preliminary Approval of Settlement

Plaintiffs filed with the Court their Motion for Preliminary Approval, along with the Settlement, on or about September 29, 2025. Lidman Decl., ¶ 14. Plaintiffs submitted to the LWDA their Motion for Preliminary Approval and the Settlement Agreement on September 29, 2025. Lidman Decl., ¶ 35, Exh. D.

On January 27, 2026, the Court ordered Plaintiffs to address issues the Court took with the Motion for Preliminary Approval and Settlement Agreement. Lidman Decl., ¶ 14. On January 29, 2026, Plaintiffs provided the court with a Supplemental Brief In Support of Preliminary Approval. *Id*.

Subsequently on February 9, 2026, the Court granted preliminary approval of the class action settlement, preliminarily approving the Settlement. Lidman Decl., ¶ 14, Exh. A (Order Granting Preliminary Approval). Plaintiffs submitted to the LWDA the Order Granting Preliminary Approval on February 11, 2026. Lidman Decl., ¶ 35, Exh. E.

On March 11, 2026, the Court-approved Class Notice was sent to 620 Settlement Class members. *See* Declaration of Lluvia Islas of Phoenix Settlement Administrators ("Islas Decl."), ¶ 5. The Settlement Class members had until May 11, 2026 to submit disputes, objections, and/or requests for exclusion. Islas Decl."), ¶¶ 7-9. As of the Response Deadline, there have been **no objections, no disputes** and **no opt-outs.** *Id*. Plaintiffs now respectfully submit the Settlement for this Court's final approval.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

The Settlement Class approved at the preliminary approval stage encompassed "All individuals who worked for Braun Linen in California in a non-exempt position at any time from September 9, 2020 through September 6, 2025 (the 'Class Release Period')." Lidman Decl., Exh. A. The PAGA Group is "All individuals who worked for Braun Linen in California in a non-exempt position at any time from April 9, 2024 through September 6, 2025." Settlement, ¶ 2.

As of the mediation date (June 6, 2025), the estimated number of total workweeks at issue in the Settlement was 45,234. Settlement, ¶ 6.E. The actual number of Workweeks worked during the Class Period was 45,886. Islas Decl., ¶ 11. Thus, the escalator clause in Section 6.E. of the Settlement Agreement was not triggered.[3] *Id*.

B. Monetary Terms of the Settlement

The Settlement requires Defendant to pay a Gross Settlement Amount ("GSA") of $5,000,000.00. Settlement, ¶ 6. The Net Settlement Amount ("NSA") is the amount remaining from the GSA after deducting requested attorneys' fees ($1,750,000.00) and verified costs ($30,603.29), proposed Class Representative Service Awards to Plaintiffs ($10,000 each, totaling $20,000.00), Settlement

[3] The escalator clause in the Settlement Agreement provides as follows: "Defendant represents that Settlement Class members worked approximately 45,234 workweeks from the beginning of the Class Release Period through June 6, 2025. This is a material representation for Plaintiffs to enter this Agreement. If the actual number of workweeks worked by Settlement Class members during the Class Release Period exceeds this number by more than 10% (i.e., if Settlement Class Members worked 49,758 or more workweeks during the Class Release Period), then Defendant will have the option to either: (i) increase the Gross Settlement Amount by the increase in workweeks over 10% (e.g., if the number of workweeks worked during the Class Release Period is 11% or greater than 45,234, the Gross Settlement Amount will increase by 1%); **or** (ii) truncate the end of the Class Release Period and PAGA Release Period on the date prior to the date on which the number of workweeks exceeded 10% greater than 45,234 and this escalator provision will no longer be triggered. If Defendant elects to truncate the end of the Class Release Period and PAGA Release Period under this provision, then the Class Release Period and PAGA Release Period will end on the date that the notice to the Settlement Class will include the revised end date." Settlement Agreement, ¶ 6.E.

Administration costs ($15,000.00), and PAGA civil penalties ($400,000.00). Settlement, ¶¶ 6.C., 8.A.; Islas Decl., ¶ 12. Based on these requested amounts, the NSA is calculated to be approximately $2,788,396.71. Islas Decl., ¶ 12. After adding the $140,000.00 PAGA Amount, the total to be paid to Settlement Class members is estimated to be $2,928,396.71. *Id*.

The Net Settlement Amount shall be allocated to Settlement Class members who worked during the Class Period, as follows:

Individual Class Payments are calculated by multiplying the NSA by a fraction, the numerator of which is the Participating Class Member's number of Workweeks, and the denominator of which is the total Workweeks of all Participating Class Members. Settlement, ¶ 8.B.

Payments from the PAGA Amount are calculated by multiplying the PAGA Amount to the PAGA Group ($140,000.00) by a fraction, the numerator of which is the PAGA Group member's number of PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all PAGA Group members. Settlement, ¶ 8.C.

For tax purposes, the Parties agreed that 20 percent of each payment from the NSA will be allocated as wages and Settlement Class members will be issued an IRS Form W-2. Settlement, ¶ 8.E. The remaining 80 percent will be allocated to interest and penalties and Settlement Class members will be issued an IRS Form 1099. *Id*. Payments from the PAGA Amount will be allocated as 100% penalties. *Id*.

C. <u>Summary of Notice Process</u>

1. Mailing of Notice Packets

On February 13, 2026, Defendant provided Phoenix Settlement Administrators ("PSA") with the Class Data (name, last known address, last known phone number, and social security number; and the number of Workweeks worked for Defendant in California in a non-exempt position during the Class Release Period and number of PAGA Pay Periods worked for Defendant in California in a non-exempt position during the PAGA Release Period, for each Settlement Class member). Islas Decl., ¶ 3. After performing address updates and verifications, PSA mailed the Class Notice to the 620 Settlement Class members on March 11, 2026. *Id*. at ¶¶ 4-5. Following the initial mailing, none of the Class Notices were returned to PSA as undeliverable and thus, zero (0) Class Notices were re-mailed. *Id*. at ¶ 6.

Settlement Class members had until May 11, 2026 to submit objections, requests for exclusion, or disputes. Islas Decl., ¶¶ 7-9.

There are no objections, no disputes, and no opt-outs. Islas Decl., ¶¶ 7-9. Accordingly, the participation rate amongst the Settlement Class members is 100 percent and the average estimated payment to a Settlement Class member is $4,723.22, the highest estimated payment is $16,004.60, and the lowest estimated payment is $60.77. *Id*. at ¶ 12.

D. <u>Funding of Gross Settlement Amount and Timing of Payments</u>

Defendant shall fund the Gross Settlement Amount, including all amounts necessary to fully pay Defendants' share of payroll taxes, in three payments, transmitting such funds to the Administrator. Settlement, ¶ 6.B. Defendant shall make its first payment of one-third ($1,666,666.67) of the GSA no later than 30 days after the date on which the Court grants Final Approval of the Settlement. *Id*. Defendant shall make its second payment of one-third ($1,666,666.67) of the GSA within 180 days of the First Payment's due date. *Id*. Defendant shall make its third and final payment of one-third ($1,666,666.66) of the GSA, and the employer's share of payroll taxes, within 180 days of the Second Payment's due date. *Id*.

Settlement Awards and payments to the PAGA Group will be mailed approximately eight (8) business days after Defendant fully funds the GSA and the employer's share of payroll taxes. Settlement, ¶ 8.D.

E. <u>Uncashed Funds</u>

Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Settlement, ¶ 8.F. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California Secretary of State Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member. *Id*.

F. <u>Notice of Judgment</u>

As stated in the Notice mailed to Settlement Class members, the final judgment entered by the Court will be posted by the Settlement administrator on the Settlement Administrator's website at ventura-v-braun-linen-service.phoenixcases.com. See Islas Decl., Exh. A.

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's claims; and (4) the representative will fairly and adequately represent the class's interests. *See Richmond v. Dart Industries, Inc*. (1981) 29 Cal.3d 462, 470.

Here, this 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 February 9, 2026. *See* Lidman Decl., ¶ 14; Exh. A. Subsequent to the Court's order granting preliminary approval, no events have cast doubt on the propriety of this determination and, in fact, the reaction of the Settlement Class members thus far to the Settlement has been strongly in support of the Settlement, with no Settlement Class Members objecting to any portion of the Settlement and no Settlement Class Members electing to opt-out of the Settlement. *See* Islas Decl., ¶¶ 7-9. This 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, e.g., Stambaugh v. Superior Court*, 62 Cal.App.3d 231, 236 (1976). Unlike individual settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. *Malibu Outrigger Bd. of Governors v. Superior Court*, 103 Cal.App.3d 573, 578-79 (1980). 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 have the opportunity to be heard with respect to the settlement. *Id*. Now that notice has been provided to the Settlement Class, Plaintiffs respectfully request that the Court finally approve the Settlement as fair, adequate, and reasonable.

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

A settlement is presumptively fair where it is reached through arm's-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.,* 48 Cal.App.4th 1794, 1802 (1996). 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,* 89 Cal.App.3d 434, 438 (1979). 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.,* 91 Cal.App.4th 224, 250 (2001). Because settlements inherently involve compromise, even settlements providing for substantially narrower relief than likely would 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 arm's length settlement negotiations between qualified and experienced counsel, with the assistance of a well-respected mediator, and is fair, adequate, and reasonable for all Settlement Class members. While Plaintiffs maintain that their claims are meritorious, Plaintiffs acknowledge that their position includes substantial risks and uncertainty, which justifies a downward departure from the maximum exposure that Plaintiffs calculated each claim carried.

As detailed in Plaintiffs' Motion for Preliminary Approval, there was significant risk of non-certification and/or not prevailing on the merits with respect to each of Plaintiffs' claims. For example, with respect to Plaintiffs' claim that Defendant failed to pay for all hours worked, Defendant contends that it has always paid employees for all hours worked, that its policies prohibit off-the-clock work, and that employees did not – and in fact could not – perform any work before or after their scheduled shifts. Lidman Decl., ¶ 18. Specifically, Defendant's employees work on heavy machinery, and Defendant asserts that the machines are not turned on until the start of the shift, and therefore employees are not able to perform any work before the start of the shift. *Id*. Furthermore, Defendant contends that the machines are turned off 5-7 minutes before the end of the shift, which gives employees sufficient time to wind down their work and leave the work area by the scheduled end of their shift. *Id*. Defendant further argues that differences among employees' job duties and working conditions, as well as issues with proving whether each employee worked unpaid wages on each individual shift, would present a plethora of individualized issues that would preclude class certification. *Id*. Defendant also argues that, to the extent the alleged unpaid wages were overtime wages, the overtime claims would be barred for many putative class members because the relevant collective bargaining agreements satisfy the requirements of Labor Code § 514, and therefore, the California overtime statute (i.e., Labor Code § 510) would not apply to them. *Id*.; *see also Vranish v. Exxon Mobil Corp.*, 223 Cal.App.4th 103 (2014) (holding Labor Code § 510 is inapplicable where collective bargaining agreement meets requirements of Labor Code § 514).

As for Plaintiffs' meal period claim, Defendant counters that it has always maintained lawful meal period policies, and that employees are provided a full 30-minute meal period on each shift. Lidman Decl., ¶ 20. The 28-minute bell was meant as a convenient reminder to employees, simply to alert them that the meal period is ending in two minutes, and so that they wouldn't be caught off-guard when the bell rang at the 30-minute mark two minutes later; but it was not meant to encourage employees to cut their meal periods short. *Id*. Defendant also asserts that it discontinued the bell system at its Pomona facility in 2019. *Id*. As for the late meal periods at Paramount, Defendant asserts that the meal period scheduling was agreed upon by the union on behalf of the Paramount employees. *Id*. Employee shifts began at either 3:00 a.m. or 5:00 a.m. at Paramount, and employees preferred to defer their meal periods until later in the morning when they were more likely to actually be hungry. *Id*. In addition, Defendant argues that differences among employees as to whether they believed they needed to (or actually did) cut short their meal periods due to the bell system, and as to whether individual employees actually preferred to take late meal periods, would create individualized issues that would defeat class certification. *Id*.

With respect to Plaintiffs' rest period claim, Defendant contends that it has always maintained lawful rest periods policies and has consistently authorized and permitted legally compliant 10-minute rest periods without interruption. Lidman Decl., ¶ 22. The 8-minute bell, like the 28-minute meal period bell, was implemented for employee convenience and was simply to alert employees that the rest period was ending in two minutes so that they could plan the rest of their rest period accordingly; it was not meant to induce employees to cut their rest periods short. *Id*. As for the Paramount rest period schedules, Defendant asserts that, like the meal period schedules, the rest period schedules were bargained-for by the union representing Defendant employees and was preferred by the employees themselves. *Id*. Finally, Defendant argues that differences among employees as to whether they actually believed they needed to (or actually did) cut short their rest periods due to the bell system, and as to whether individual employees actually preferred to take rest periods in the scheduled manner, would create individualized issues that would preclude class certification. *Id*.

As for Plaintiffs' derivative claims of inaccurate wage statements and waiting time penalties, Defendant argues that Plaintiffs' derivative claims fail for the same reasons their underlying claims fail. Lidman Decl., ¶ 24. Defendant further asserts it has strong, good-faith defenses to Plaintiffs' underlying claims, precluding imposition of penalties. *Id*.; *See* 8 Cal. Code Regs. § 13520 (a "good faith dispute that any wages are due will preclude imposition of waiting time penalties"); *Kao v. Joy Holiday*, 12 Cal.App.5th 947, 963 (2017) (holding "good faith dispute" precluded imposition of waiting time penalties); *Naranjo v. Spectrum Security Services, Inc.*, 15 Cal.5th 1056 (2024) (holding good faith defense precluded imposition of wage statement penalties). Defendant further contends its wage statements always accurately reflect amounts *paid* to employees and therefore no wage statement violations occurred. Lidman Decl., ¶ 24; *see also Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308, 1336-37 (2018) ("The purpose of section 226 is to '*document* the *paid wages* to ensure the employee is fully informed regarding the calculation of those wages.") (citing *Soto v. Motel 6 Operating, L.P.*, 4 Cal.App.5th 385, 392 (2016)).

As for Plaintiffs' PAGA claim, Defendant contends the PAGA claim fails because the underlying claims fail. Lidman Decl., ¶ 24; *See, e.g., Price v. Starbucks Corp.*, 192 Cal.App.4th 1136, 1147 (2011) ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Defendant further maintains that given its good-faith defenses and honest attempts to comply with the law, and given the fact that it modified its practices as to timekeeping, meal periods, and rest periods shortly after this lawsuit was filed, the Court would substantially reduce PAGA civil penalties even if it were to find in Plaintiffs' favor on the underlying claims. Lidman Decl., ¶ 24; *See* Lab. Code § 2699(e)(2) (authorizing discretionary reduction in PAGA penalties); *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties, in part because "the evidence showed…defendants took their obligations…seriously and attempted to comply with the law"); *Fleming v. Covidien, Inc.*, No. ED-CV-10-1487-RGK (OPx), 2011 WL 7563047 at *4 (C.D. Cal. 2011) (reducing PAGA penalties by over 82% in part because employer was "not aware" of violations and "took prompt steps to correct all violations once notified"); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (affirming PAGA civil penalty of just $5 per pay period where employer made "good faith attempts" to comply with the law).

These considerations not only bore heavily on the negotiations leading to the Settlement, but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further litigation. As detailed in Plaintiffs' Motion for Preliminary Approval, Plaintiffs carefully vetted the claims at issue and conducted a detailed statistical analysis of class-wide data to arrive at the calculated damages figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable in view of them.

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

Individual settlement payments will be calculated based on the number of workweeks worked by each Settlement Class member during the Class Release Period and the number of PAGA pay periods worked during the PAGA Release Period. *See* Settlement ¶¶ 8.B, 8.C. This method of distribution compensates Settlement Class members based on the estimated extent of their injuries, as Settlement Class members who worked more workweeks or pay periods would have been subject to more of the alleged wage and hour violations than those who worked fewer workweeks or pay periods. Thus, the formula for compensating Settlement Class Members is fair, adequate, and reasonable, as it is tethered to the damages and penalties that could be recovered by them.

3. The 100 Percent Participation Rate Further Confirms that the Settlement is Fair, Adequate, and Reasonable

Class members' response to a settlement is relevant in evaluating whether it merits final approval. *Dunk*, *supra*, 48 Cal.App.4th at 1801. The lack of objections and requests for exclusion supports 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 Settlement Class Member has objected to the Settlement or has elected to opt-out, and none of the Class Notices were undeliverable. Islas Decl., ¶¶ 6-9. The extremely favorable response of the Settlement Class 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 Common Fund Confirmed by a Lodestar Cross-Check</u>

Plaintiffs and the Settlement Class, as the prevailing parties in settlement, are entitled to recover their attorneys' fees and costs for their wage claims. *See* Lab. Code §§ 218.5, 226(e) 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*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983). When a settlement results in a common fund for the benefit of a class, class counsel may be awarded fees as a percentage of the common fund. *See Wershba*, *supra*, 91 Cal.App.4th at 254 (recognizing the "percentage of recovery" method). The California Supreme Court confirmed in *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 506 (2016), that "[t]he 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, e.g.*, *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) ("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."); *Serrano v. Unruh*, 32 Cal.3d 621, 627 (1982) (in awarding a fee from the common fund obtained for the benefit of all parties, the trial court acts within its equitable power to prevent the other parties' unjust enrichment.); *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund method for calculating attorneys' fees more accurately reflects the results achieved for the putative class 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 (3rd 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.") (citation omitted).

Laffitte also held that trial courts have discretion to assess reasonableness of fee awards with tools such as the "lodestar cross-check," whereby the trial court calculates class counsel's lodestar (hours worked multiplied by hourly rate) and determines whether the "lodestar multiplier" needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte* at 503-06. While a trial court may utilize the lodestar cross-check, it need not do so. *Id.* at 506 ("[w]e hold further that trial courts have discretion to conduct a lodestar cross-check on a percentage fee, as the court did here; they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.")

Here, Class Counsel's fee request of $1,750,000.00 (35% of the Gross Settlement Amount) is fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First, "regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008); *see also*, *e.g.*, *Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27, 2010) (observing that "30-50% [is] commonly awarded in cases in which the common fund is relatively small" and that in California, "courts usually award attorneys' fees in the 30-40% range in wage and hour class actions…"); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in attorneys' fees in wage and hour class actions). This is also consistent with Class Counsel's experience in similar wage and hour class action matters. *See* Lidman Decl., ¶ 25; Korobkin Decl., ¶ 17. Thus, the percentage sought by Class Counsel here (around the same percentage sought by class counsel in *Laffitte*) is reasonable.

Next, as stated, under the lodestar method the court computes the "lodestar" amount by multiplying the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates. *See, e.g., Serrano v. Priest* 20 Cal.3d 25, 48 (1977). The court then can enhance 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; *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank,* 92 Cal.App.4th 819, 834 (2001) ("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").

In class actions such as this one, where the value of the benefit conferred to the class "can be monetized with a reasonable degree of certainty," a court may "adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Consumer Privacy Cases*, 175

Cal.App.4th 545, 557 (2009). In doing so, "the court determines, retrospectively, whether the litigation involved a contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in order to approximate the fair market for such services." *Id.* at 556; *see also Laffitte*, *supra*, 1 Cal.5th at 503-05.

Counsel's requested hourly rates are supported by their level of experience as well as by the *Laffey* Matrix. The *Laffey* Matrix has been recognized by California courts as "a widely recognized compilation of attorney rates based on various levels of experience" for the Washington D.C. metro area that can be adjusted for other locales around the country. (*Theme Promotions, Inc. v. News America Mktg. FSI, Inc.* (N.D. Cal. 2010) 731 F.Supp.2d 937, 948-49 (adjusting *Laffey* Matrix rates upward to account for higher cost of living in San Francisco area than in Washington, D.C. area, based on "federal locality pay differentials"); *see also Reed v. 1-800 Contacts, Inc.* No. 12-cv-02359 JM (BGS), 2014 WL 29011 at **8-9 (S.D. Cal. Jan. 2, 2014) (cross-checking requested hourly rates against the *Laffey* Matrix and finding that "the *Laffey* matrix lends…further credibility" to counsel's requested hourly rates); *Pasternack v. McCullough*, 65 Cal.App.5th 1050, 1057 fn. 5 (2021) ("The *Laffey* Matrix is a United States Department of Justice billing matrix that provides billing rates for attorneys at various experience levels in the Washington, D.C., area and can be adjusted to establish comparable billing rates in other areas using data from the United States Bureau of Labor Statistics"); *Syers Properties IIII, Inc. v. Rankin*, 226 Cal.App.4th 691, 700-702 (2014) (affirming trial court's reliance on locally adjusted *Laffey* Matrix rates). The Los Angeles-Long Beach area has a cost of living that is higher than the Washington, D.C. Metro area, and given that the locality pay for Los Angeles-Long Beach is <u>higher</u> than the locality pay for Washington, D.C., the rates in the *Laffey* Matrix should be adjusted <u>upwards</u> to reflect the cost of living in this locale. Korobkin Decl., ¶¶ 22-25.

In this case, Class Counsel have a lodestar of $298,394.00 which results in a multiplier of approximately 5.86 compared to the $1,750,000.00 fee request. Lidman Decl., ¶ 29; Korobkin Decl., ¶ 20. A summary showing the number of hours of work performed by each attorney and paralegals is set forth below. The billing rates used are reasonable especially in light of the hourly rates identified based on years of experience in the *Laffey* Matrix, submitted concurrently herewith. Lidman Decl., ¶ 30, Exh. C.

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27th Year Attorney)	$950	45.2	$42,940.00
Paul K. Haines (19th Year Attorney)	$975	18.5	$18,037.50
Tuvia Korobkin (16th Year Attorney)	$925	129.3	$119,602.50
F. Shawn Azizollahi (16th Year Attorney)	$925	58.9	$54,482.50
Gary S. Brotman (14th Year Attorney)	$795	19.5	$15,502.50
Milan Moore (10th Year Attorney)	$725	18.8	$13,630.00
Tiara Gose-Hardy (7th Year Attorney)	$625	20.2	$12,625.00
Nancy Goodes (4h Year Attorney)	$495	35.2	$17,424.00
Paralegals	$250	16.6	$4,150.00
Total Lodestar			**$298,394.00**

While the multiplier requested here is admittedly on the higher end, courts have awarded multipliers in this range and, in fact, much higher. The Ninth Circuit in *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043 (9th Cir. 2002) surveyed dozens of class action settlements and observed several settlements where courts awarded fee multipliers of 4.5-8.5, 6.2, and even as high as 19.6. *Vizcaino*, 290 F.3d 1043 at Appendix A. Thus, the multiplier requested by Class Counsel in this case is not without precedent, particularly in a case like this where counsel achieved exceptional results and no Settlement Class member has objected to the requested fee amount.

The fee award requested here is justified because Class Counsel achieved a significant monetary recovery for the Settlement Class in an uncertain and risky case, while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino*, 290 F.3d at 1048-51 (9th Cir. 2002) (finding that exceptional results in a contingency case, significant risk and the absence of supporting precedents, are proper considerations in awarding attorneys' fees). First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting in a participation rate of 100 percent, and not a single Settlement Class member has objected to the Settlement or to Class Counsel's requested fees as of the date of this filing. *See* Islas Decl., ¶¶ 7-9. Additionally, the *average* settlement payment in this case of approximately $4,723.22 is well above settlement payments in similar wage and hour class action settlements. *See*, *e.g.*, *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action settlement approved where average class member recovery was approximately $60); *Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *17 (E.D. Cal. 2012) (finding that average payment to class members of less than $200 was a "good" result); *Williams v. Centerplate, Inc.*, Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting final approval of class action settlement where average recovery for each class member was approximately $108). The fact that Class Counsel achieved these results without engaging in a protracted legal battle, in the face of serious defense challenges and an uncertain legal landscape confirms the strength of the results achieved.

As discussed above, this case presented significant risk as 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 expending considerable effort, all while working on a pure contingency basis. Since undertaking representation of Plaintiffs, Class Counsel have borne all the costs of litigation without receiving any compensation for almost two years of work. Lidman Decl., ¶ 29; Korobkin Decl., ¶ 19. During this time, Class Counsel have expended $30,153.29, in actual costs, have devoted substantial time to this litigation and expect to incur approximately $450.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, Case Anywhere fees, service and messenger fees, postage fees, and/or costs for future appearances. Lidman Decl., ¶ 27, Exh. B; Korobkin Decl., ¶ 19, Exh. A. Class Counsel's efforts have included conducting pre-filing investigation and legal research; analyzing timekeeping, payroll, and other data with Plaintiffs' data expert to create a comprehensive damages model; preparing for and attending mediation; negotiating and preparing the Settlement; preparing the Motions for Preliminary and Final Approval; overseeing the settlement administration process; and otherwise litigating this case. *See* Lidman Decl., ¶ 26; Korobkin Decl., ¶ 18. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great.

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, with substantial experience litigating claims for meal and rest period violations, and related penalties. *See* Lidman Decl., ¶¶ 3-8; Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 3-8; Korobkin Decl., ¶¶ 2-11; Declaration of Milan Moore ("Moore Decl."), ¶¶ 2-5; and Declaration of Tiara Gose-Hardy ("Gose-Hardy Decl."), ¶¶ 2-4. They have been certified as class counsel in numerous other cases. *Id*. Their experience in similar matters was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of the Settlement. *See* Lidman Decl., ¶ 28. 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. *Id*. Because it is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, a fee award of 35% of the Gross Settlement Amount is reasonable.

Other factors also show that the fee amount requested in this case is reasonable under the circumstances. This case involved nuanced legal issues including questions surrounding Defendant's obligation to "provide" meal periods and "authorize and permit" rest periods, the propriety of Defendant's rounding practice, and the availability of statutory and civil penalties, to name just a few. Lidman Decl., ¶ 28. Moreover, Class Counsel will experience a significant delay in payment, given the payment schedule under the Settlement. Specifically, Class Counsel will not receive *any* payment for their work in this case until at least June 2027, which will be nearly 3 years since the commencement of this litigation. Thus, Class Counsel's requested fee award is fair, reasonable, and adequate and should be approved.

D. <u>The Requested Cost Amount Warrants Final Approval as Fair, Adequate, and Reasonable</u>

Class Counsel seek reimbursement of $30,603.29 (including anticipatory fees and expenses related to the instant motion and other future activity in this case) in litigation costs. *See* Lidman Decl., ¶ 27; Exh. B; Korobkin Decl., ¶ 19, Exh. A. Class Counsel's request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred. Moreover, the costs Plaintiffs seek are the types of costs routinely approved by courts. *See, e.g.*, *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should 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 and Welfare Trust v. Redland Ins. Co*., 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation*, 497 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable). Because the expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement Class member has objected to them, Plaintiffs respectfully request the Court should grant the request for actual costs incurred.

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

Plaintiffs also requests that the Court approve $15,000.00 in administration costs to the Settlement Administrator, Phoenix Settlement Administrators ("PSA"). As detailed in the declaration of Lluvia Islas on Behalf of PSA submitted herewith, PSA performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. *See* Islas Decl., ¶ 2. Among other things, PSA calculated each Settlement Class member's individual settlement payment, updated addresses contained in the class data supplied by Defendant, formatted and the Class Notices for mailing, mailed Class Notices to all 620 Settlement Class members in English and Spanish, maintained an information website, kept the parties informed of any objections or requests for exclusion, and have otherwise administered the Settlement. *See* Islas Decl., ¶¶ 2-14.

For these reasons, PSA's requested costs are fair, reasonable, and adequate, and should be finally approved.

F. <u>This Court Should Finally Approve Plaintiffs' Requested Service Award Because It Is Fair, Adequate, and Reasonable in View of Plaintiffs' Efforts and the Risks that They Assumed on Behalf of the Class</u>

Courts routinely approve service payments to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. *See, e.g.*, *Bell v. Farmers Ins. Exchange*, 115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to named plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co*., 901 F. Supp. 294 (N.D. Cal. 1995) (approving $50,000 service payment).

Here, Plaintiffs each seek a service award of $10,000, and Class Counsel believe this request is reasonable given Plaintiffs' efforts in this case and the risks they undertook on behalf of Settlement Class members. Lidman Decl., ¶ 34; Korobkin Decl., ¶ 29. Plaintiffs both gathered documents for use in the lawsuit and attended several meetings with Class Counsel discussing the case, the merits, the defenses, and the overall fairness of the settlement reached. *Id*.; *See* Declaration of Maria Ventura ("Ventura Decl."), ¶¶ 4-6; Declaration of Claudia Gonzalez ("Gonzalez Decl."), ¶¶ 7-13. Moreover, after receiving notice of the proposed Class Representative Service Awards for Plaintiffs, no Settlement Class member has objected to the proposed awards, as of the date of this filing. *See* Islas Decl., ¶¶ 7-9. Thus, the service awards to Plaintiffs are appropriate and justified as part of the Settlement and should be finally approved. The class has benefited from Plaintiffs' actions, as the average settlement amount is $4,723.22.

Further, Plaintiffs understood that the lawsuit is a matter of public record and being part of the lawsuit could stigmatize them and/or affect future employment. Ventura Decl., ¶ 5; Gonzalez Decl., ¶ 9. Plaintiffs also understood the risk that they could be liable for Defendant's costs if they lost the case. *Id*. Plaintiffs accepted these risks and burdens because they wanted Defendant to compensate its current and former employees for unpaid wages. *Id*. Plaintiff Ventura estimates she spent 15 to 20 hours on activities related to this case. Ventura Decl., ¶ 4. Plaintiff Gonzalez estimates she spent 12 to 15 hours on activities related to this case. Gonzalez Decl., ¶ 13.

Moreover, Plaintiffs have agreed to release, in addition to the released claims included within the Settlement, all claims, whether known or unknown, under federal, state, or local law against Defendant and the Released Parties. Gonzalez Decl., ¶ 15. Plaintiffs' release includes unknown claims and as a result, they are waiving all rights and benefits afforded by Section 1542 of the California Civil Code. Settlement ¶ 5. Finally, almost three years will have passed since the filing of this action until any settlement payments are made. Korobkin Decl., ¶ 29. This delay in payment further supports Plaintiffs' requested enhancement awards.

/ /

V. CONCLUSION

For the reasons stated herein, Plaintiffs respectfully submit that this Court should grant Plaintiffs' motion in its entirety and adopt the [Proposed] Order Granting Plaintiffs' Motion for Final Approval of Class Action Settlement and Final Judgment submitted herewith.

Dated: May 28, 2026

Respectfully submitted,
LIDMAN LAW, APC

By: ______________________
Scott M. Lidman

Attorneys for Plaintiffs
MARIA VENTURA and CLAUDIA GONZALEZ