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Luis Miguel Guizar and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

SALOMON GARCIA and LUIS MIGUEL GUIZAR, individually, and on behalf of other members of the general public similarly situated,

Plaintiffs,

vs.

ATLAS FREIGHT FORWARDING, INC., a California Corporation; and DOES 1 through 25, inclusive,

Defendant.

Case No. 37-2022-00039724-CU-OE-CTL
[*related to* case no. 37-2023-00002842-CU-WT-CTL]

Honorable Mark T. Cumba
Department C-65

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, CLASS COUNSEL AWARD, CLASS REPRESENTATIVE SERVICE AWARDS, LWDA PAYMENT, AND SETTLEMENT ADMINISTRATION EXPENSES; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

Date:	December 12, 2025
Time:	8:30 a.m.
Dept:	C-65
Complaint Filed:	October 4, 2022
FAC Filed:	December 8, 2022
Trial Date:	Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on December 12, 2025, at 8:30 a.m. in Department C-65 of the above-captioned Court located at 330 West Broadway, San Diego, California 92101, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and California Labor Code section 2699(l), Salomon Garcia and Luis Miguel Guizar ("Plaintiffs") will and hereby do move the Court for an Order granting final approval of the proposed class action and Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA") settlement between Plaintiffs and Defendant Atlas Freight Forwarding, Inc. ("Defendant").

Plaintiffs request that the Court enter an Order:

1. Granting final approval of the class action and PAGA settlement;

2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set forth in the Court-approved Stipulation of Settlement and of Class and PAGA Action and Release of Claims ("Settlement Agreement" or "Settlement"), including payment by Defendant of the Gross Settlement Amount of Two Hundred Forty-Five Thousand Dollars and Zero Cents ($245,000.00) equal to the amounts to pay (1) the Settlement Class Members and Aggrieved Employees pursuant to the terms of the Settlement; (2) the Court-approved Class Counsel Award; (3) the Court-approved Class Representative Service Awards; (4) the Court-approved Settlement Administration Expenses; and (5) the Court-approved payment to the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA;

3. Approving Class Counsel's request for thirty-five percent (35%) of the Gross Settlement Amount, i.e., Eighty-Five Thousand Seven Hundred Fifty Dollars and Zero Cents ($85,750.00) in attorneys' fees, plus reimbursement of actual costs and expenses in the amount of Fourteen Thousand Two Hundred and One Dollars and Forty-Seven Cents ($14,201.47);

4. Approving the Class Representative Awards to Plaintiffs Salomon Garcia and Luis Miguel Guizar in the amount of Five Thousand Dollars ($5,000.00) each, for a total of Ten Thousand Dollars ($10,000.00) in recognition of their services to the Class Members;

5. Approving the Settlement Administration Expenses to Apex Class Action LLC in the amount of Five Thousand Five Hundred Dollars and Zero Cents ($5,500.00); and

8. Approving Fifteen Thousand Dollars and Zero Cents ($15,000.00) to be paid to the LWDA as seventy-five percent (75%) of the Twenty Thousand Dollars ($20,000) allocated to civil penalties under PAGA.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which requires approval by the Court of a class action settlement.

This Motion is based on the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel (Annabel Blanchard), the Class Representatives (Salomon Garcia and Luis Miguel Guizar), and the Settlement Administrator (Madely Nava on behalf of Apex Class Action LLC), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: November 14, 2025

BLACKSTONE LAW, APC

By: A. Blanchard
Annabel Blanchard

Attorneys for Plaintiffs, Salomon Garcia and Luis Miguel Guizar

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Salomon Garcia and Luis Miguel Guizar ("Plaintiffs" or "Class Representatives") seek final approval of the class action settlement reached with Defendant Atlas Freight Forwarding, Inc. ("Defendant"). Subject to Court approval, Plaintiffs and Defendant (together, the "Parties") have settled the Released Class Claims and Released PAGA Claims as defined in the Stipulation of Settlement and of Class and PAGA Action and Release of Claims ("Settlement Agreement" or "Settlement") for a total amount of Two Hundred Forty-Five Thousand Dollars ($245,000) ("Gross Settlement Amount"). (*See* Declaration of Annabel Blanchard in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel Award, Class Representative Service Awards, LWDA Payment, and Settlement Administration Expenses ["Blanchard Decl."], ¶¶ 6, 10, Exh. 1).

The Court conditionally certified, for settlement purposes only, the Class defined as: "All current and former non-exempt employees who worked at any time for Defendant in the State of California during the Class Period" ("Class" or "Class Members") (Settlement Agreement ¶ I.g; Blanchard Decl. ¶¶ 7, 8, Exh. 2). The "Class Period" is defined as October 4, 2018 through September 5, 2023 (Settlement Agreement ¶ I.h; Blanchard Decl. ¶ 17). The "Settlement Class Members" consist of all Class Members who did not submit a timely and valid Request for Exclusion (Settlement Agreement ¶ I.hh; Blanchard Decl. ¶ 8). The "Aggrieved Employees" consist of "all current and former non-exempt employees who worked at any time during the PAGA Period for Defendant in California" (Settlement Agreement ¶ I.b; Blanchard Decl. ¶ 8). The "PAGA Period" is defined as December 8, 2021 through September 5, 2023 (Settlement Agreement ¶ I.v; Blanchard Decl. ¶ 8).

As discussed herein, the proposed Settlement satisfies all the criteria for final settlement approval under California law because it is fair, adequate, and reasonable (Blanchard Decl., Exh. 1; See also, *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor Company (1996)* 48 Cal.App.4th 1794, 1801). The response of the Class to the Settlement confirms that final settlement approval is appropriate. There have been no objections to and no requests to opt-out from the Class Settlement (Declaration of Madely Nava of Apex Class Action, LLC, in Support of Motion for Final Approval of Class Action Settlement ["Nava Decl."], ¶¶ 11 and 12).

Because the Settlement achieves outstanding results for the Settlement Class Members, the Aggrieved Employees, and the State of California, Plaintiffs respectfully request, on behalf of the Class and without opposition from Defendant, that the Court approve the Settlement as fair, adequate, and reasonable, and enter judgment in accordance with the Settlement's terms (Blanchard Decl. ¶ 23).

Plaintiffs seek the Court's approval of a Class Counsel Award consisting of attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount, equaling Eighty-Five Thousand Seven Hundred Fifty Dollars ($85,750), plus reimbursement of actual litigation costs and expenses in the amount of Fourteen Thousand Two Hundred One Dollars and Forty-Seven Cents ($14,201.47) (together, "Class Counsel Award") (Settlement Agreement ¶ I.e.; Blanchard Decl. ¶ 10, 24, 30). Class Counsel's request for an award of attorneys' fees and costs is reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter, the contingent nature of this action, and the results achieved under the Settlement (Blanchard Decl. ¶ 24-30). (*See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19)

Plaintiffs also request the Court's approval of the amount to be paid to Plaintiffs Salomon Garcia and Luis Miguel Guizar in the amount of Five Thousand Dollars ($5,000) *each*, for a total of Ten Thousand Dollars ($10,000) ("Class Representative Service Awards") for their services on behalf of the Class (Settlement Agreement ¶ I.i, III.m.(ix); Blanchard Decl. ¶ 10, 32). This amount proposed to be awarded to Plaintiffs is fair and reasonable for the reasons Plaintiffs provided in their declarations (*See* Declaration of Salomon Garcia ["Garcia Decl."]; Declaration of Luis Miguel Guizar ["Guizar Decl."]).

Finally, Plaintiffs request that the Court approve the payment of Five Thousand Five Hundred Dollars ($5,500) ("Settlement Administration Expenses") to Apex Class Action LLC ("Apex" or "Settlement Administrator") as compensation for its administration services it has and will provide in connection with the Settlement (Settlement Agreement ¶ I.gg, III.m.(xii); Blanchard Decl. ¶ 10, 33). (*See, generally*, Nava Decl.).

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant is a freight forwarding company, in San Diego, California. Plaintiff Salomon Garcia was employed by Defendant as an hourly-paid, non-exempt forklift driver from approximately November 2021 to approximately June 2023 at its location in San Diego, California (Garcia Decl. ¶ 3). Plaintiff Luis Miguel Guizar was employed by Defendant as an hourly-paid, non-exempt forklift driver from approximately October 2021 to approximately November 2022 at its location in San Diego, California (Guizar Decl. ¶ 3).

On September 30, 2022, Plaintiffs provided written notice to the California Labor and Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant ("PAGA Letter"). (Blanchard Decl. ¶ 2).

On October 4, 2022, Plaintiffs filed a Class Action Complaint for Damages entitled *Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Case No. 37-2022-00039724, thereby commencing a putative class action against Defendant. (Blanchard Decl. ¶ 3).

On December 8, 2022, Plaintiffs filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 et seq. ("Operative Complaint") in the action. (Blanchard Decl. ¶ 4).

On August 29, 2023, the Parties participated in a formal mediation conducted by Chris Barnes ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and hour matters, which resulted in an agreement to resolve this dispute on a class and representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (Blanchard Decl. ¶ 5).

On June 6, 2024, the Parties executed the Settlement Agreement.(Blanchard Decl ¶ 6, Exh. 1).

On August 12, 2024, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval") and supporting documents. On April 11, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the terms of the Settlement Agreement, the Notice of Class Action Settlement ("Class Notice"), and the proposed administration procedures and associated deadlines. (Blanchard Decl. ¶ 7, Exh. 2).

The Parties agree that the Class described herein may be certified for settlement purposes only.

If for any reason the Settlement is not approved, the certification will have no force or effect and will immediately be revoked. The Parties further agree that certification for purposes of approving the Settlement Agreement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that evidence of this limited stipulation for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Two Hundred Forty-Five Thousand Dollars ($245,000), which is exclusive of employer-side payroll taxes (Settlement Agreement ¶ I.o; Blanchard Decl. ¶ 10). The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Eighty-Five Thousand Seven Hundred Fifty Dollars ($85,750) (Settlement Agreement ¶ I.e, III.m.(x); Blanchard Decl. ¶ 10, 24, 30); (2) Class Counsel's actual litigation costs and expenses, in the amount of Fourteen Thousand Two Hundred One Dollars and Forty-Seven Cents ($14,201.47). (Settlement Agreement ¶ I.e; Blanchard Decl. ¶ 24); (3) Settlement Administration Expenses in the amount Five Thousand Five Hundred Dollars ($5,500) (Settlement Agreement ¶ I.gg, III.m.(xii); Blanchard Decl. ¶ 33); (4) Class Representative Service Awards in the total amount of Ten Thousand Dollars ($10,000) for both Class Representatives (Settlement Agreement ¶ I.i, III.m.(ix); Blanchard Decl. ¶ 31); and (5) PAGA Payment in the amount of Twenty Thousand Dollars ($20,000), of which seventy-five percent (75%) ($15,000) will be paid to the LWDA and twenty-five percent (25%) ($5,000) will be distributed to Aggrieved Employees (Settlement Agreement ¶ I.w, III.m.(xi); Blanchard Decl.¶ ¶ 10, 34). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately One Hundred Nine Thousand Five Hundred Forty-Eight Dollars and Fifty-Three Cents ($109,548.53). (Settlement Agreement ¶ I.aa; Blanchard Decl. ¶ 10).

The Settlement does not require Settlement Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement Payment") nor does it require Aggrieved Employees to submit claims as a prerequisite to receiving their *pro rata* share of twenty-five percent (25%) of the PAGA Payment ("Individual PAGA Payment") (Settlement Agreement ¶ I.s, I.t, III.l; Blanchard Decl. ¶ 11). Individual Settlement Payments are calculated by the Settlement Administrator by dividing the Net Settlement Amount by the total number of Workweeks of all Settlement Class Members during the Class Period and multiplying the result by each Settlement Class Member's Workweeks during the Class Period (Settlement Agreement ¶ I.s, I.jj, III.m.ii; Blanchard Decl. ¶ 11). Individual PAGA Payments are calculated by the Settlement Administrator by dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment ($5,000) by the total number of PAGA Pay Periods of all Aggrieved Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period (Settlement Agreement ¶ I.t, I.x, III.m.iii; Blanchard Decl. ¶ 11).

Each Individual Settlement Payment will be allocated as ten percent (10%) wages and ninety percent (90%) penalties and interest (Settlement Agreement ¶ III.m.iii; Blanchard Decl. ¶ 13). The portion allocated to wages ("Wage Portion") will be reported on an IRS Form W-2 and the portions allocated to penalties and interest ("Non-Wage Portion") will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator (Settlement Agreement ¶ III.m.iii; Blanchard Decl. ¶ 13). The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the Wage Portion of the Individual Settlement Payments, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Payment (Settlement Agreement ¶ III.m.iii; Blanchard Decl. ¶ 13). Defendant will separately pay employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments (Settlement Agreement ¶ III.a.iv; Blanchard Decl. ¶ 13). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator (Settlement Agreement ¶ III.m.iv; Blanchard Decl. ¶ 13).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for 180 days from the date the checks are issued, and thereafter, shall be canceled (Settlement Agreement ¶ III.m.(viii); Blanchard Decl. ¶ 14). If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within 90 days, the Settlement Administrator will send a letter advising that the check will expire after the 180th day, and invite that

Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced (Settlement Agreement ¶ III.m.(viii); Blanchard Decl. ¶ 14). In the event any Settlement Class Member and/or Aggrieved Employee's settlement check has not been cashed within one hundred and eighty (180) days, all funds represented by any such uncashed checks, plus any interest accrued thereon, shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code ¶ 1500 et seq., in the names and corresponding amounts associated with each Settlement Class Member and/or Aggrieved Employee whose check(s) are cancelled (Settlement Agreement ¶ III.m.(viii); Blanchard Decl. ¶ 14).

Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims (Settlement Agreement ¶ I.bb, III.b). The "Released Class Claims" are defined in the Settlement Agreement at ¶ I.bb.

Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims (Settlement Agreement ¶ I.cc, III.c). The "Released PAGA Claims" are defined in the Settlement Agreement at ¶ I.cc.

Upon the full funding of the Gross Settlement Amount, Plaintiffs, individually and on their own behalf, will provide the Released Parties with a general release of claims defined in the Settlement Agreement at ¶ III.d. The general release by Plaintiffs shall specifically exclude those claims brought by Plaintiff Luis Miguel Guizar in the related action entitled *Luis Miguel Guizar v. Atlas Freight Forwarding, Inc.* (Superior Court of California for the County of San Diego Case No. 37-2023-00002841-CU-WT-CTL).

The "Released Parties" are defined in the Settlement Agreement at ¶ I.dd.

IV. THE SETTLEMENT ADMINISTRATION PROCESS

Apex has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Preliminary Approval Order.

On April 11, 2025, Apex received the Court approved text for the Class Notice from Class

Counsel (Nava Decl. ¶ 4).

On April 28, 2025, Apex received the class data file from Defendant's counsel, which contained the full name, Social Security number, last known mailing address, number of Workweeks during the Class Period, and start and end dates of employment of each Class Member (collectively, "Class Data") (*Id*. ¶ 5). The Class Data was uploaded to Apex's database and checked for duplicates and other possible discrepancies (Ibid). The Class Data contained 82 individuals identified as Class Members who worked 9,670 Workweeks during the Class Period and 50 individuals identified as Aggrieved Employees who worked 3,609 PAGA Pay Periods during the PAGA Period (Ibid).

As part of the preparation for mailing, all 82 names and addresses contained in the Class Data were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Class Notice. (*Id*., ¶ 6). The NCOA contains requested change of addresses filed with the USPS. (Ibid). To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice. (Ibid). To the extent that no updated address was found in the NCOA database, the original address provided by Defendant's counsel was used for the mailing of the Class Notice. (Ibid).

On May 23, 2025, the Class Notice was mailed, via U.S. First Class Mail, to all 82 individuals contained in the Class Data. (*Id*., ¶ 7). 14 Class Notices were returned to Apex as undeliverable. (*Id*., ¶ 8). Apex performed a computerized skip trace on the 14 returned Class Notices that did not have a forwarding address in an effort to obtain an updated address for the purpose of re-mailing the Class Notice. (Ibid). As a result of this skip trace, 11 updated addresses were obtained and the Class Notice was promptly re-mailed to those Class Members, via U.S First Class Mail. (Ibid). A total of 3 Class Notices have been deemed undeliverable as no updated address was found notwithstanding the skip tracing. (Ibid).

Class Members had 90 days after the Settlement Administrator mailed the Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Dispute ("Response Deadline"). (Settlement Agreement, ¶ 1.42). The Response Deadline was August 21, 2025. (Nava Decl., ¶¶ 11-13). The Settlement Administrator did not receive any Requests for Exclusion, Notice of Objections, and/or Disputes. (Ibid).

The estimated average Individual Settlement Payment is $1,204.27, the estimated highest Individual Settlement Payment is $2,624.48, and the estimated lowest Individual Settlement Payment is $30.64; the estimated average Individual PAGA Payment is $100.00, the estimated highest Individual PAGA Payment is $126.07, and the estimated lowest Individual PAGA Payment is $5.54. (*Id*., ¶¶ 16 and 18).[1]

V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

On August 12, 2024, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(l)(2) (Blanchard Decl. ¶ 15). The LWDA has not objected or otherwise responded to the submission (*Ibid*.).

VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL

A. The Legal Standard for Final Approval

Before granting final approval of a class action settlement, the Court must review the settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801). 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. (*Wershba*, 91 Cal.App.4th at 245; *Dunk*, 48 Cal.App.4th at 1802).

B. The Settlement Should be Finally Approved

California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am. Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations were at all times made at arm's-length and were adversarial. (Blanchard Decl., ¶ 16). The Parties engaged in extensive informal discovery prior to reaching a settlement at the mediation. (*Id*., ¶ 17).

C. The Settlement is Fair and Reasonable

[1] The actual average, highest, and lowest Individual Settlement Payments will be larger than the amounts stated in the Nava Decl. because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than $25,000 (the difference between the amount sought and the amount authorized under the Settlement, i.e., $10,798.53 will be part of the Net Settlement Amount).

Prior to mediation, Defendant produced a representative sampling of putative class members' time and pay date, as well as Defendant's relevant wage and hour policies, and information regarding the total number of putative class members, the total number of former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. (Blanchard Decl., ¶ 17). This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (Ibid). Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. (Blanchard Decl., ¶ 18). At all times, Plaintiffs were willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. (Ibid). Additionally, Class Counsel are respected members of the California State Bar with strong records of vigorous and effective advocacy and are experienced in handling complex wage and hour class action litigation. (Ibid). Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and factual grounds for defending the Action. Based upon Class Counsel's experience litigating similar complex matters, Plaintiffs reasonably expected a vigorous and lengthy defense to both class certification and the merits of the Action absent a settlement.

Class Counsel is aware of Defendant's defenses and arguments and have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication. (Blanchard Decl., ¶ 20). Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. (Ibid).

Defendant denies any liability or wrongdoing associated with the claims alleged in the Action, and denies that class certification is appropriate for any purpose other than the Settlement. (*Id*., ¶ 21). Defendant contended that individual issues would predominate should this case go to trial. (Ibid). As with all class actions, these complex cases raise difficult management and proof issues and, accordingly, there is a significant risk that the Court may deny class certification. (Ibid).

Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. (*Id*., ¶ 22). Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

In light of the Parties' respective legal positions and the risks of continued litigation, the Gross Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable. (*Id*., ¶ 23).

VII. THE REQUESTED CLASS COUNSEL AWARD IS REASONABLE AND SHOULD BE APPROVED

Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount, equaling $85,750.00, plus reimbursement of actual litigation costs and expenses in the amount of $14,201.47 (Settlement Agreement ¶ I.e, III.m.(x); Blanchard Decl. ¶ 24, 30). Class Counsel's request for an award of attorneys' fees and costs is reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter, the contingent nature of this action, and the results achieved under the Settlement (Blanchard Decl. ¶ 24, 26, 30). (*See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

A. Class Counsel's Fee Request of 35% of the Gross Settlement Amount is Proper Under the Common Fund Doctrine

Courts have long recognized the "common fund" or "common benefit" doctrine, under which attorneys who create a common fund or benefit for a group of persons may be awarded their fees and costs to be paid out of the fund. (*See Serrano v. Priest ("Serrano III")* (1977) 20 Cal.3d 25, 34, quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees' Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995) 15 Cal.3d

162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric Auto-Lite Co.* (1970) 396 U.S. 375, 391-392). The percentage-of-the-fund approach appears to be the preferred method of awarding fees in traditional common fund cases, such as this case. (*Serrano III,* 20 Cal. 3d at 35). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources. (*In re Activision Sec. Litig*., 723 F. Supp. at 1378-79).

A fee of thirty-five percent (35%) of the Gross Settlement Amount, is easily within the range of reasonableness (Settlement Agreement ¶ I.e, III.m.(x); Blanchard Decl. ¶ 26, 30).). Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case (*See In re Activision Sec. Litig*., 723 F. Supp. at 1378). According to Professor Newberg: "No general rule can be articulated on what is a reasonable percentage of a common fund…Usually 50 per cent of the fund is the upper limit on a reasonable fee award from a common fund, in order to assure that fees do not consume a disproportionate part of the recovery obtained for the class, though somewhat larger percentages are not unprecedented." (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel's requested fee is reasonable and falls well within the historical range of attorney's fee awards under the common fund theory (Blanchard Decl. ¶ 26). Based on Class Counsel's showing of reasonableness, the Court should approve the requested fees pursuant to the common fund approach (*Id*. ¶¶ 24-30).

B. The Circumstances of this Case Support a 35% Fee Award

Given the significant results achieved under the circumstances of this litigation, the requested fee award is reasonable, considering the contingent nature of this case, the uncertainty of the outcome, the quality of the counsel, and the preclusion from other employment.

C. The Contingent Nature of This Matter

From the outset of the Action to the present, prosecution of this matter has involved significant financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis, with no guarantee of recovery, placing its own resources at risk to prosecute this matter with no guarantee of success. Class certification would likely have been a hard-fought issue, especially given the uncertainty regarding certification of cases such as this. Moreover, even if class certification were granted over Defendant's opposition, there was no assurance that Plaintiffs would succeed at trial. (*Id*., ¶¶ 28-31). Class Counsel was nonetheless able to persuade Defendant that it faced significant liability exposure such that it was willing to pay $245,000 to settle the Class Members' claims.

D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation

Class Counsel has substantial experience in wage-and-hour and other class action litigation. (Blanchard Decl., ¶¶ 26 and 27). Class Counsel's skill in developing a factual record and convincing Defendant of its litigation exposure under California law was essential to achieving the Settlement. Through its skill and reputation, Class Counsel was able to obtain a settlement that provides an outstanding result for Class Members. (*See generally* Blanchard Decl.).

E. The Results Achieved

Class Members' support for the results achieved by Class Counsel is demonstrated by the absence of any objections to the Settlement or to Class Counsel's request for fees, both of which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class Members will be paid, on average, approximately $1,204.27 each, which is intended to compensate them for the alleged wage and hour violations they suffered during their employment. (*Id*., ¶ 12). This is a significant benefit for the Settlement Class Members here as it represents a recovery for highly disputed claims. Equally important is the fact that the State of California will receive $15,000.00 for enforcement of labor laws and education of employers. (*Id*., ¶ 34).

F. Preclusion of Other Employment

Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. (*Id*., ¶ 26).

G. The Requested Fees Are Also Justified Under the Lodestar Method

Fee calculations under the lodestar method would result in a similar award, demonstrating the fairness of Class Counsel's percentage fee request. Class Counsel's hourly rates are summarized in the Blanchard Decl. at ¶¶ 27-29.

Class Counsel has spent approximately 103.4 total hours litigating these claims to date.[2] (Blanchard Decl., ¶ 28). Class Counsel expects to spend another 5 hours in connection with the final approval process (including preparing for and attending the Final Approval Hearing, and managing the Settlement through its conclusion). (*Id.*, ¶ 29). Based on the rates of Class Counsel, the total fees incurred to date are $97,873.00. (Blanchard Decl., ¶ 28). By the conclusion of this matter, the total fees are estimated to be approximately $102,553. (*Id.*, ¶ 29).

H. No Class Member Objected to the Requested Attorneys' Fee Award

There has not been a single objection to the request for attorneys' fees, which were disclosed in the Class Notice. (Nava Decl., ¶ 12). It is fair to conclude that the Class does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's request for thirty-five percent (35%) of the Gross Settlement Amount, equaling Eighty-Five Thousand Seven Hundred and Fifty Dollars ($85,750.00), should be granted.

I. Plaintiffs' Cost Request is Reasonable

Class Counsel seeks reimbursement of a total amount of Fourteen Thousand Two Hundred One Dollars and Forty-Seven Cents ($14,201.47) in costs and expenses in this matter, which includes reasonable future costs for filing the Motion. (Blanchard Decl., ¶ 24 and Exh. 4). All costs and expenses were reasonably incurred in prosecution of this matter.

VIII. THE REQUESTED CLASS REPRESENTATIVE AWARDS TO PLAINTIFFS ARE REASONABLE

The named Plaintiffs should be awarded a Class Representative Service Award in the amount of Five Thousand Dollars ($5,000) *each* for their services as the Class Representatives and the risks in connection with that role (Settlement Agreement ¶ I.i, III.m.(ix)). Here, the requested Class Representative Awards are modest, reasonable, and should be approved (Blanchard Decl. ¶ 32; Garcia Decl. ¶ 4-11; Guizar Decl. ¶ 4-11).

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[2] In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in California to support a fee application. The court held: "Testimony of an attorney as to the number of hours worked on a particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records." *Id.* There is no need to attach the voluminous invoices prepared in a case as a basis for an award of fees and costs. *Id.* Through Class Counsel's declaration in support of this application, however, Plaintiffs presents a thorough breakdown of the hours spent and costs incurred in prosecuting this class action. Pursuant to *Martino, supra,* this presentation is sufficient to support the amount requested.

Plaintiffs' actions establish that: (1) they sought to protect the interests of the Class above their own personal interests (Garcia Decl. ¶ 4-11; Guizar Decl. ¶ 4-11); (2) the Settlement Class Members will benefit from their actions by receiving a payment without having to do anything (Settlement Agreement ¶ III.l, III.m.ii); and (3) Plaintiffs have put forth a significant amount of time and effort pursuing the litigation and seeing it through to resolution (Garcia Decl. ¶ 4-11; Guizar Decl. ¶ 4-11). (*See*, generally, Garcia Decl.; Guizar Decl.).

The requested award for Plaintiffs is also reasonable given the financial and personal risk they took in commencing the Action, and in light of the benefits that their actions have conferred upon the Class (Garcia Decl. ¶ 4-11; Guizar Decl. ¶ 4-11; *See also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp. 294, 299-300)134.

Plaintiffs were the catalyst to the benefit reached for the Class Members, and have actively protected the Class Members' interests during the pendency of this matter and would have continued to do so even if the case was required to go to trial (*Ibid*.).

In contrast, without having to take on any of the risk incurred by Plaintiffs or time spent by Plaintiffs in litigating this matter, Settlement Class Members will automatically be issued a payment for their claims without having to submit any claim forms (Blanchard Decl. ¶ 20). It appears that the Settlement Class Members recognize this enhancement was justified because since the time the Class received notice of the requested Service Awards, no one has objected to the request (Nava Decl. ¶ 12). Thus, the Class Representative Service Awards to Plaintiffs are warranted.

IX. THE REQUESTED SETTLEMENT ADMINISTRATION EXPENSES ARE REASONABLE

In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved, Settlement Administration Expenses not to exceed Five Thousand Five Hundred Dollars ($5,500) (Settlement Agreement ¶ I.gg, III.m.(xii); Blanchard Decl. ¶ 33). Apex is the approved Settlement Administrator (*Ibid*). Apex is an experienced class administrator and has adequately performed the administration tasks required by the Preliminary Approval Order (Blanchard Decl. ¶ 33). Apex's *actual* costs to administer the Settlement are Five Thousand Five Hundred Dollars ($5,500) (Nava Decl. ¶ 19). Based thereon, the requested costs should be approved (Blanchard Decl. ¶ 33).

X. THE PROPOSED LWDA ALLOCATION IS REASONABLE

Pursuant to California Labor Code Section 2699(l), the Superior Court shall review and approve the settlement of penalties sought under that California Labor Code Section (Cal. Lab. Code § 2699(l)). As part of the Settlement, Defendant has agreed to pay Twenty Thousand Dollars ($20,000) to settle the claims of the Aggrieved Employees brought pursuant to PAGA, of which Fifteen Thousand Dollars ($15,000) (75% of the PAGA Payment) will be paid to the LWDA for education and enforcement purposes (Blanchard Decl. ¶ 34).

XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE

The Class Notice approved by the Court identified the Parties and described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Class Representative Service Awards to Plaintiffs, the Settlement Administration Expenses to the Settlement Administrator, and the Class Counsel Award to Class Counsel (Nava Decl., Exh. A thereto). The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it (*Ibid*.). It also explained how and when Class Members may object to or opt out of the Class Settlement (*Ibid*.). Finally, the Class Notice provided the date for the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement (Ibid).

XII. CONCLUSION

For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested attorneys' fees to Class Counsel of $85,750; (2) the requested reimbursement of actual costs and expenses to Class Counsel of $14,201.47; (3) the requested Class Representative Service Awards to Plaintiffs of $5,000 *each* (total, $10,000); and (4) the requested Settlement Administration Expenses to the Settlement Administrator of $5,500.

Dated: November 14, 2025

Respectfully submitted,
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