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8
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12 IGNACIO DUENAS, individually, and on
13 behalf of other members of the general public
similarly situated,

14 Plaintiff,

15 vs.

16 BELCAN ENGINEERING GROUP, LLC;
17 PPG INDUSTRIES, INC.; and DOES 1
18 through 25, inclusive,

19 Defendants.
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Case No. 22STCV34198 [lead case]
(Related to Case No. 24STCV10626 and
24STCV05032)

Honorable Elaine Lu
Department SSC-9

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: October 6, 2026
Time: 8:30 a.m.
Dept: SSC-9

Complaint Filed: October 24, 2022
FAC Filed: January 13, 2023
SAC Filed: October 13, 2025
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** On October 6, 2026 at 8:30 a.m. in Department 9 of the
3 above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012, pursuant
4 to California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and
5 California Labor Code section 2699(s), Plaintiff Ignacio Duenas (“Plaintiff”) will and hereby does
6 move the Court for an Order granting final approval of the proposed class action and Labor Code
7 Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”)
8 settlement between Plaintiff and Defendants Belcan Engineering Group, LLC, Belcan Services Group
9 Limited Partnership, PRC-DeSoto International, Inc., and Sierracin/Sylmar Corporation (collectively,
10 “Defendants”).

11 Plaintiff requests that the Court enter an Order:

- 12 1. Granting final approval of the class action and PAGA settlement;
- 13 2. Approving the Settlement as fair, adequate, and reasonable, based upon the terms set
14 forth in the Court-approved Amended Joint Stipulation of Class Action and PAGA Settlement
15 (“Settlement Agreement” or “Settlement”), including payment by Defendants of the Gross Settlement
16 Amount of One Million Seven Hundred Seventy-Five Thousand Dollars and Zero Cents
17 (\$1,775,000.00), which will be used to pay: (1) the Settlement Class Members and Aggrieved
18 Employees pursuant to the terms of the Settlement; (2) the Court-approved Attorneys’ Fees and Costs;
19 (3) the Court-approved Enhancement Payment; (4) the Court-approved Settlement Administration
20 Costs; and (5) the Court-approved payment to the California Labor and Workforce Development
21 Agency (“LWDA”) pursuant to PAGA;
- 22 3. Approving Class Counsel’s request for thirty-five percent (35%) of the Gross
23 Settlement Amount, i.e., Six Hundred Twenty-One Thousand Two Hundred Fifty Dollars and Zero
24 Cents (\$621,250.00), in attorneys’ fees, plus reimbursement of actual costs and expenses in the amount
25 of Twenty-Three Thousand Four Hundred Forty-One Dollars and Ninety-Eight Cents (\$23,441.98);
- 26 4. Approving the Enhancement Payment to Plaintiff in the amount of Fifteen Thousand
27 Dollars and Zero Cents (\$15,000.00) in recognition of his services to the Class Members;
- 28 5. Approving the Settlement Administration Costs to Apex Class Action, LLC in the

1 amount of Fourteen Thousand Eight Hundred Ninety Dollars and Zero Cents (\$14,890.00); and

2 6. Approving Sixty-Seven Thousand Five Hundred Dollars and Zero Cents (\$67,500.00)
3 to be paid to the LWDA as seventy-five percent (75%) of the Ninety Thousand Dollars and Zero Cents
4 (\$90,000.00) allocated to civil penalties under PAGA.

5 This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of
6 Court, which require approval by the Court of a class action settlement and permit the Court to extend
7 the page limit for memoranda.

8 This Motion is based on the following Memorandum of Points and Authorities, the Settlement
9 Agreement, the Declaration of Class Counsel Annabel Blanchard, the Declaration of Class
10 Representative Ignacio Duenas, the Declaration of Tarus Dancy on behalf of the Settlement
11 Administrator Apex Class Action, LLC, the pleadings and other records on file with the Court in this
12 matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

13
14 Respectfully submitted,

15 Dated: August 31, 2026

BLACKSTONE LAW, APC

16 By: A. Blanchard
17 Annabel Blanchard
18 Attorneys for Plaintiff Ignacio Duenas
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Ignacio Duenas (“Plaintiff” or “Class Representative”) seeks final approval of the
4 class action and PAGA settlement reached with Defendants Belcan Engineering Group, LLC, Belcan
5 Services Group Limited Partnership, PRC-DeSoto International, Inc., and Sierracin/Sylmar
6 Corporation (“Defendants”). Subject to Court approval, Plaintiff and Defendants (together, the
7 “Parties”) have settled the Released Class Claims and Released PAGA Claims as defined in the
8 Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or
9 “Settlement”) for a total Gross Settlement Amount of \$1,775,000.00. (See Declaration of Annabel
10 Blanchard in Support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement,
11 Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs [“Blanchard
12 Decl.”], ¶¶ 13, 17, and Exh 1).

13 The Court conditionally certified, for settlement purposes only, the Class defined as “all current
14 or former non-exempt employees of Belcan Engineering Group, LLC who were placed to work at the
15 PPG Defendants’ facilities in the State of California during the Class Period” (“Class” or “Class
16 Members”). (Settlement Agreement, ¶ 12(e); Blanchard Decl., ¶ 15). The “Class Period” is defined
17 as the period from October 24, 2018 through February 12, 2025. (Settlement Agreement, ¶ 12(i);
18 Blanchard Decl., ¶ 15). The “Settlement Class Members” consist of all Class Members who did not
19 submit a timely and valid Request for Exclusion. (Settlement Agreement, ¶ 12(oo); Blanchard Decl.,
20 ¶ 15.) The “Aggrieved Employees” consist of “all current or former non-exempt employees of Belcan
21 Engineering Group, LLC who were placed to work at PPG Defendants’ facilities in the State of
22 California during the PAGA Period.” (Settlement Agreement, ¶ 12(a); Blanchard Decl., ¶ 15). The
23 “PAGA Period” is defined as the period from October 24, 2021 through February 12, 2025.
24 (Settlement Agreement, ¶ 12(bb); Blanchard Decl., ¶ 15).

25 As discussed herein, the proposed Settlement satisfies all criteria for final settlement approval
26 under California law because it is fair, adequate, and reasonable. Class Counsel submits that the
27 Settlement is fair, reasonable, and adequate, in the best interest of the Class Members, Aggrieved
28 Employees, and the State of California, and within the accepted range of recoveries for this type of

1 litigation given the risks of continued litigation, certification, and costs. (Blanchard Decl., ¶ 27). The
2 Class's response to the Settlement further confirms that final approval is appropriate. (Blanchard
3 Decl., Exh. 1; *See also, Kullar v. Foot Locker Retail, Inc.* [2008] 168 Cal. App.4th 116, 129-30; *Dunk*
4 *v. Ford Motor Company* [1996] 48 Cal.App.4th 1794, 1801). The response of the Class to the
5 Settlement confirms that final settlement approval is appropriate. *There have been no objections to*
6 *and only two (2) requests to opt-out from the Class Settlement* (Declaration of Tarus Dancy of Apex
7 Class Action, LLC ["Apex Decl.,"] ¶¶ 11, 12).

8 Because the Settlement provides meaningful relief to the Settlement Class Members, the
9 Aggrieved Employees, and the State of California, Plaintiff respectfully requests, on behalf of the
10 Class and without opposition from Defendants, that the Court approve the Settlement as fair, adequate,
11 and reasonable, and enter judgment in accordance with the Settlement's terms. The Settlement
12 Agreement provides that, at final approval, Plaintiff will seek approval of the Settlement as fair,
13 reasonable, and adequate, certification of the Settlement Class for settlement purposes, approval of the
14 releases, approval of Attorneys' Fees and Costs, approval of the Enhancement Payment, direction that
15 Defendants fund all amounts due, and entry of judgment. (Settlement Agreement, ¶ 37.)

16 Plaintiff seeks the Court's approval of an attorneys' fee award of thirty-five percent (35%) of
17 the Gross Settlement Amount, equaling Six Hundred Twenty-One Thousand Two Hundred Fifty
18 Dollars and Zero Cents (\$621,250.00), plus reimbursement of actual litigation costs and expenses in
19 the amount of Twenty-Three Thousand Four Hundred Forty-One Dollars and Ninety-Eight Cents
20 (\$23,441.98) (together, "Attorneys' Fees and Costs"). (Settlement Agreement, ¶ 15; Blanchard Decl.,
21 ¶ 31). Class Counsel's request for an award of attorneys' fees and costs is reasonable and appropriate
22 in light of the work performed by Class Counsel, the contingent nature of this Action, the risks
23 assumed, and the results achieved under the Settlement. Class Counsel states that the requested fees
24 and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming
25 litigation on a contingent fee basis, especially given the substantial benefits achieved for the Class
26 Members. (Blanchard Decl., ¶ 31). Class Counsel also states that it bore the risks and costs of litigation
27 and will not receive compensation until recovery is obtained. (Blanchard Decl., ¶ 33).

1 Plaintiff also requests that the Court approve an Enhancement Payment to him in the amount
2 of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for his service on behalf of the Class and
3 Aggrieved Employees. (Settlement Agreement, ¶ 16; Blanchard Decl., ¶ 35). The requested
4 Enhancement Payment is fair and reasonable in light of Plaintiff's efforts, active participation in the
5 Action, and broader general release of claims. Plaintiff states that he spent approximately 65 hours
6 participating in the case, regularly conferred with counsel, provided information and documents,
7 reviewed the Settlement Agreement, considered the interests of the Class, and requests a \$15,000
8 Enhancement Payment for his efforts, active participation, and broader general release. (Declaration
9 of Plaintiff Ignacio Duenas in Support of Motion for Final Approval of Class Action and PAGA
10 Settlement ["Duenas Decl.," ¶¶ 4-12). Class Counsel further states that the requested Enhancement
11 Payment is reasonable given Plaintiff's time and effort and the benefit to the Class Members resulting
12 from his actions. (Blanchard Decl., ¶ 39). Courts approve incentive awards to plaintiffs when justified
13 and appropriate to compensate plaintiffs for their time, effort, and inconvenience. (See e.g., *Van*
14 *Vranken v. Atlantic Richfield Co.* [N.D. Cal. 1995] 901 F. Supp. 294, 299).

15 Finally, Plaintiff requests that the Court approve payment of Settlement Administration Costs
16 to Apex Class Action, LLC ("Apex" or "Settlement Administrator") in the amount of Fourteen
17 Thousand Eight Hundred Ninety Dollars and Zero Cents (\$14,890.00), as compensation for the
18 administration services Apex has provided and will continue to provide in connection with the
19 Settlement. (Settlement Agreement, ¶ 18; Blanchard Decl., ¶ 40). Apex's services include class notice
20 dissemination, settlement website services, database management, response processing, Net
21 Settlement Amount distribution, tax reporting, and related settlement administration services. (Apex
22 Decl., ¶ 3).

23 In order to efficiently present the Court with the information necessary to determine whether
24 to grant final approval of the Settlement and award the requested Attorneys' Fees and Costs,
25 Enhancement Payment, and Settlement Administration Costs, Plaintiff also moves for an order
26 permitting the filing of this single consolidated memorandum, although it exceeds the page limit
27 established by California Rules of Court, Rule 3.1113(d), rather than requiring Plaintiff to file several
28 separate motions.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendants Belcan Engineering Group, LLC and Belcan Services Group Limited Partnership (together, “Belcan Defendants”) provide engineering, consulting, and technical services to various industries, including aerospace, defense, automotive, energy, industrial, and manufacturing. Belcan Defendants also provide staffing to multiple companies, including PRC-DeSoto International, Inc. and Sierracin/Sylmar Corporation (together, the “PPG Defendants”). (Collectively, Belcan Defendants and PPG Defendants are the “Defendants”). Plaintiff Ignacio Duenas was employed by Defendants as an hourly-paid, non-exempt chemical operator from approximately May 2021 to approximately February 2022. (Duenas Decl., ¶ 2.)

On October 14, 2022, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”), and Defendants of the specific Labor Code provisions alleged to have been violated. On October 1, 2025, Plaintiff submitted an amended written notice to the LWDA by online submission and to Defendants by U.S. Certified Mail. (Blanchard Decl., ¶ 2).

On October 24, 2022, Plaintiff filed a Class Action Complaint for Damages in the action entitled *Ignacio Duenas v. Belcan Engineering Group, LLC, et al.*, Los Angeles County Superior Court Case No. 22STCV34198, thereby commencing a putative class action against Defendants (the “Action”). (*Id.*, ¶ 3).

On January 13, 2023, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et. Seq.* (“First Amended Complaint”) in the Action, which added a cause of action for civil penalties pursuant to the California Private Attorneys General Act, Labor Code §§2698, et seq. (“PAGA”) based on the Labor Code violations alleged in the PAGA Letter. (*Id.*, ¶ 4).

On April 26, 2023, Plaintiff filed an Amendment to the First Amended Complaint to add defendant PRC-Desoto International, Inc. to the Action. (*Id.*, ¶ 5).

On May 24, 2023, Defendant Belcan Engineering Group, LLC, filed a Motion to Compel Arbitration, Strike Class Claims, Dismiss the Representative PAGA Claims, and Dismiss or Stay Proceedings (“Motion to Compel Arbitration”). On July 7, 2023, Plaintiff filed an Opposition to Defendant’s Motion to Compel Arbitration. On September 8, 2023, Defendant PRC-Desoto

1 International, Inc. filed its joinder in Defendant Belcan Engineering Group, LLC's Motion to Compel
2 Arbitration. (Blanchard Decl., ¶ 6).

3 On July 20, 2023, the Parties filed a Joint Stipulation to Stay Proceedings Pending Mediation,
4 and on July 21, 2023, the Court signed the order granting the stipulation. The Parties then filed Joint
5 Stipulations to Further Stay Proceedings Pending Mediation on February 14, 2024, and July 23, 2024,
6 and the Court entered orders granting same. (*Id.*, ¶ 7).

7 On January 24, 2025, the Parties participated in a formal mediation conducted by Monique
8 Ngo-Bonnici (“Mediator”), a neutral and respected mediator with extensive experience in complex
9 wage and hour matters, and were not able to reach a settlement. However, on February 14, 2025, with
10 the assistance of the Mediator’s evaluations, the Parties were able to reach an agreement to resolve
11 this dispute on a class and representative basis. The Parties then worked diligently to negotiate and
12 memorialize the terms in a long form settlement agreement. (*Id.*, ¶ 8).

13 On October 9, 2025, the Parties executed a long form settlement agreement (the “Original
14 Agreement”). (*Id.*, ¶ 9).

15 On October 13, 2025, Plaintiff filed a Second Amended Complaint (the “Operative
16 Complaint”) in the Action, which added a cause of action for failure to timely pay wages during
17 employment (Labor Code sections 204, 210), and added Belcan Services Group, Limited Partnership
18 and Sierracin/Sylmar Corporation as defendants. The Operative Complaint alleges ten (10) causes of
19 action for violations of the California Labor Code for failure to pay all wages (including minimum,
20 regular, overtime, double time, on-call time, reporting time and paid sick leave), failure to provide
21 compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest
22 periods and premium payments in lieu thereof, failure to provide compliant wage statements, failure
23 to timely pay wages during employment, failure to timely pay wages upon termination, failure to
24 reimburse business expenses, and for violations of California Business & Professions Code Section
25 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties
26 under PAGA based on the aforementioned California Labor Code violations. (*Id.*, ¶ 10).

27 On October 13, 2025, Plaintiff filed his Motion for Preliminary Approval of Class Action and
28 PAGA Settlement and supporting papers. (Blanchard Decl., ¶ 11)

1 On December 19, 2025, the Court issued an order continuing the hearing on Plaintiff's Motion
2 for Preliminary Approval to March 11, 2026, and directing the Parties to address issues concerning
3 the Settlement Agreement and Class Notice. On February 24, 2026, Plaintiff filed the Supplemental
4 Declaration of Annabel Blanchard in Support of Plaintiff's Motion for Preliminary Approval of Class
5 Action and PAGA Settlement on February 24, 2026, attaching an Amended Settlement Agreement
6 and Revised Class Notice in response to the Court's order. (*Id.*, ¶ 12).

7 On March 2, 2026, Plaintiff filed a further Supplemental Declaration of Annabel Blanchard in
8 Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement,
9 attaching the fully executed Amended Joint Stipulation of Class Action and PAGA Settlement (the
10 "Settlement" or "Settlement Agreement"). (*Id.*, ¶ 13, Exh. 1).

11 10. On March 11, 2026, the Court entered an order granting Plaintiff's Motion for
12 Preliminary Approval, finding the settlement fair, adequate, and reasonable. The Court also set the
13 deadline to file Plaintiff's Motion for Final Approval on August 31, 2026, and scheduled the Final
14 Approval Hearing for October 6, 2026, at 8:30 a.m. (*Id.*, ¶ 14 and Exh. 2).

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

21 **III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION**

22 The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
23 Complaint for a non-reversionary Gross Settlement Amount of One Million Seven Hundred Seventy-
24 Five Thousand Dollars and Zero Cents (\$1,775,000.00), which is exclusive of employer-side payroll
25 taxes. (Settlement Agreement, ¶ 12(t); Blanchard Decl., ¶ 17). The Gross Settlement Amount includes:
26 (1) Class Counsel's fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement
27 Amount, equaling Six Hundred Twenty-One Thousand Two Hundred Fifty Dollars and Zero Cents
28 (\$621,250.00); (2) Class Counsel's actual litigation costs and expenses in the amount of Twenty-Three

1 Thousand Four Hundred Forty-One Dollars and Ninety-Eight Cents (\$23,441.98); (3) Settlement
2 Administration Costs in the amount of Fourteen Thousand Eight Hundred Ninety Dollars and Zero
3 Cents (\$14,890.00); (4) an Enhancement Payment in the amount of Fifteen Thousand Dollars and Zero
4 Cents (\$15,000.00); and (5) a PAGA Amount of Ninety Thousand Dollars and Zero Cents
5 (\$90,000.00). (Settlement Agreement, ¶¶ 15-18; Blanchard Decl., ¶ 17). After the above Court-
6 approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members
7 will share in an estimated Net Settlement Amount of approximately One Million Ten Thousand Four
8 Hundred Eighteen Dollars and Two Cents (\$1,010,418.02). (Settlement Agreement, ¶ 12(y);
9 Blanchard Decl., ¶ 17).

10 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
11 to receiving their pro rata share of the Net Settlement Amount (“Individual Settlement Share”), nor
12 does it require Aggrieved Employees to submit claims as a prerequisite to receiving their pro rata share
13 of the Aggrieved Employee Amount (“Individual PAGA Payment”). (Settlement Agreement, ¶¶ 12(b),
14 12(u), 12(w), 20, 21, 40; Blanchard Decl., ¶ 18). Individual Settlement Shares are calculated by the
15 Settlement Administrator by dividing the Net Settlement Amount by the Workweeks of all Settlement
16 Class Members to determine the Final Workweek Value and then multiplying each Settlement Class
17 Member’s individual Workweeks by the Final Workweek Value. (Settlement Agreement, ¶ 20(b);
18 Blanchard Decl., ¶ 18). Individual PAGA Payments are calculated by dividing the Aggrieved
19 Employee Amount, i.e., twenty-five percent (25%) of the PAGA Amount, by the Pay Periods of all
20 Aggrieved Employees to determine the Pay Period Value and then multiplying each Aggrieved
21 Employee’s individual Pay Periods by the Pay Period Value. (Settlement Agreement, ¶¶ 12(b), 21;
22 Blanchard Decl., ¶ 18).

23 Each Individual Settlement Share will be allocated as twenty percent (20%) wages, forty
24 percent (40%) interest, and forty percent (40%) penalties and non-wage damages. (Settlement
25 Agreement, ¶ 22; Blanchard Decl., ¶ 20). The portion allocated to wages will be reported on an IRS
26 Form W-2, and the portions allocated to penalties, interest, and non-wage damages will be reported
27 on an IRS Form 1099, if applicable, by the Settlement Administrator. (Settlement Agreement, ¶ 22;
28 Blanchard Decl., ¶ 20). The Settlement Administrator will withhold the employee’s share of taxes

1 and withholdings with respect to the wages portion of the Individual Settlement Shares and issue
2 checks to Settlement Class Members for their Individual Settlement Payments, net of these taxes and
3 withholdings. (Settlement Agreement, ¶ 22; Blanchard Decl., ¶ 20). Defendants will pay the Employer
4 Taxes separately and in addition to the Gross Settlement Amount. (Settlement Agreement, ¶¶ 12(o),
5 22; Blanchard Decl., ¶ 20). Each Individual PAGA Payment will be allocated as one hundred percent
6 (100%) penalties and will be reported on an IRS Form 1099, if applicable, by the Settlement
7 Administrator. (Settlement Agreement, ¶ 22; Blanchard Decl., ¶ 20).

8 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
9 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued and
10 thereafter shall be canceled. (Settlement Agreement, ¶ 40; Blanchard Decl., ¶ 21). Any funds
11 associated with canceled checks will be distributed by the Settlement Administrator to the State of
12 California's Unclaimed Property Division in the name of the Settlement Class Member and/or
13 Aggrieved Employee at issue. (Settlement Agreement, ¶ 40; Blanchard Decl., ¶ 21).

14 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all
15 Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
16 compromised, relinquished, and discharged the Released Parties of all Released Class Claims.
17 (Settlement Agreement, ¶ 41). "Released Class Claims" means any and all claims which were alleged
18 or which could have been reasonably alleged based on the factual allegations in the Operative
19 Complaint, arising during the Class Period, including claims for Defendants' alleged failure to pay all
20 wages, including minimum, regular, overtime double time, on-call time, reporting time, and paid sick
21 leave; provide compliant meal and rest periods and associated premium payments; timely pay wages
22 during employment and upon termination; provide accurate wage statements; maintain accurate
23 payroll records; and reimburse necessary business-related expenses. (Settlement Agreement, ¶
24 12(hh)). The Released Class Claims include alleged violations of California Labor Code sections 201,
25 202, 203, 204, 210, 218.5, 221, 225, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194,
26 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2800, and 2802, the applicable Industrial Welfare
27 Commission Wage Order, and California Business and Professions Code sections 17200, et seq.
28 (Settlement Agreement, ¶ 12(hh)).

1 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State
2 of California with respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed
3 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
4 Released Parties of all Released PAGA Claims. (Settlement Agreement, ¶ 42). “Released PAGA
5 Claims” means any and all claims arising from any of the factual allegations in the Amended PAGA
6 Letter and Operative Complaint, arising during the PAGA Period, for civil penalties under the Private
7 Attorneys General Act of 2004, California Labor Code sections 2698 et seq. (Settlement Agreement,
8 ¶ 12(ii)). The Released PAGA Claims include claims for Defendants’ alleged failure to pay all wages,
9 including minimum, regular, overtime double time, on-call time, reporting time, and paid sick leave;
10 provide compliant meal and rest periods and associated premium payments; timely pay wages during
11 employment and upon termination; provide accurate wage statements; maintain accurate payroll
12 records; and reimburse necessary business-related expenses. (Settlement Agreement, ¶ 12(ii)). The
13 Released PAGA Claims include alleged violations of California Labor Code sections 201, 201.3, 202,
14 203, 204, 210, 218.5, 221, 225, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
15 1197.1, 1197.5, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare
16 Commission Wage Order. (Settlement Agreement, ¶ 12(ii)).

17 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
18 individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled,
19 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
20 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
21 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
22 unasserted, arising out of, relating to, or resulting from his employment and/or separation of
23 employment with Defendants, which Plaintiff, at any time up until the execution of the Settlement
24 Agreement, had or claimed to have or may have. (Settlement Agreement, ¶ 43.) It is agreed that this
25 is a general release and is to be broadly construed as a release of all claims, provided that this paragraph
26 expressly does not include a release of any claims that cannot be released by law. (Settlement
27 Agreement, ¶ 43.) Any and all rights granted under any state or federal law or regulation limiting the
28 effect of the Settlement Agreement, including the provisions of Section 1542 of the California Civil

Code, are expressly waived. (Settlement Agreement, ¶ 43.) Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
(Ibid).

The “Released Parties” means Defendants and their current and former officers, directors, members, insurers, shareholders, parent companies, subsidiaries, affiliates, predecessors, successors, and assigns, including PPG Industries, Inc. (Settlement Agreement, ¶ 12(jj)).

IV. THE SETTLEMENT ADMINISTRATION PROCESS

Apex Class Action, LLC (“Apex” or “Settlement Administrator”) has taken the necessary steps to effectuate the notice and settlement administration process, as set forth in the Settlement Agreement and the Court’s Preliminary Approval Order.

On March 13, 2026, Apex received the Court approved text for the Class Notice from Class Counsel. (Apex Decl., ¶ 4).

On April 7, 2026, Apex received the class data file from Defendants’ counsel, which contained the full name, Social Security number, last known mailing address, number of Workweeks during the Class Period, and number of Workweeks during the PAGA Period (collectively, “Class List”). (*Id.*, ¶ 5). The Class List was uploaded to Apex’s database and checked for duplicates and other possible discrepancies. (*Id.*, ¶ 6). The Class List contained 2,049 individuals identified as Class Members who worked 50,166 Workweeks during the Class Period and 1,404 individuals identified as Aggrieved Employees who worked 29,973 Pay Periods during the PAGA Period. (Ibid).

As part of the preparation for mailing, all 2,049 names and addresses contained in the Class List 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).

1 To the extent that no updated address was found in the NCOA database, the original address provided
2 by Defendant’s counsel was used for the mailing of the Class Notice. (Ibid).

3 On May 1, 2026, the Class Notice was mailed, via U.S. First Class Mail, to all 2,049 individuals
4 contained in the Class Data. (*Id.*, ¶ 7). 269 Class Notices were returned to Apex as undeliverable.
5 (*Id.*, ¶ 8). Apex performed a computerized skip trace on the 269 returned Class Notices that did not
6 have a forwarding address in an effort to obtain an updated address. This skip trace effort resulted in
7 obtaining 221 updated addresses, to which the Class Notice was promptly re-mailed via U.S First
8 Class Mail. (Ibid). A total of 48 Class Notices have been deemed undeliverable as no updated address
9 was found notwithstanding the skip tracing. (*Id.*, ¶9).

10 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
11 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Dispute (“Response
12 Deadline”). (Settlement Agreement, ¶ 12(l)). The Response Deadline was June 15, 2026. (Apex
13 Decl., ¶¶ 10-13). The Settlement Administrator did not receive any Notice of Objections, and/or
14 Workweeks Disputes. The Settlement Administrator received two (2) Requests for Exclusion (Ibid).

15 The estimated average gross Individual Settlement Share is \$487.96, the estimated highest
16 gross Individual Settlement Share is \$4,758.75, and the estimated lowest gross Individual Settlement
17 Share is \$19.91; the estimated average Individual PAGA Payment is \$16.03, the estimated highest
18 Individual PAGA Payment is \$125.36, and the estimated lowest Individual PAGA Payment is \$0.75.
19 (*Id.*, ¶¶ 16 and 18).¹

20 **V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA**

21 On March 3, 2026, Class Counsel submitted a copy of the Settlement Agreement to the LWDA
22 through its online submission portal in compliance with California Labor Code § 2699(1)(2).
23 (Blanchard Decl., ¶ 22). The LWDA has not objected to or otherwise responded to the submissions.
24 (Ibid).

25 **VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL**

26 **A. The Legal Standard for Final Approval**

27
28 ¹ The actual average, highest, and lowest Individual Settlement Shares will be larger than the amounts stated in the Apex
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 \$35,000 (the difference between the amount sought and the amount authorized
under the Settlement, i.e., \$11,558.02 will be part of the Net Settlement Amount).

1 Before granting final approval of a class action settlement, the Court must review the
2 settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48
3 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the
4 strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation,
5 the amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
6 the experience and views of counsel, and the reaction of the class members to the proposed settlement.
7 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801
8 ["The list of factors is not exhaustive and should be tailored to each case"]; *Officers for Justice v. Civil*
9 *Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, a presumption of fairness
10 exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and
11 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
12 in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245;
13 *Dunk*, 48 Cal.App.4th at 1802). "The settlement or fairness hearing is not to be turned into a trial or
14 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
15 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty
16 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
17 settlements." (*Officers for Justice, supra*, 688 F.2d at 625).

18 **B. The Settlement Should be Finally Approved**

19 California courts recognize that a presumption of fairness exists where a settlement is reached
20 through arm's-length bargaining. (*Wershba*, 91 Cal.App.4th at 245; see also *Clark v. Am. Residential*
21 *Servs. LLC* (2009) 175 Cal.App.4th 785, 799.) Here, the Parties' settlement negotiations were at all
22 times made at arm's length and were adversarial. (Blanchard Decl., ¶ 23). The Settlement was reached
23 following a full day of mediation with Monique Ngo-Bonnici, a mediator with substantial experience
24 mediating wage and hour cases, and the Parties engaged in additional negotiations to finalize the long-
25 form settlement agreement. (Blanchard Decl., ¶ 23). The Parties also engaged in extensive informal
26 discovery before reaching the Settlement, including Defendants' production of sample time and pay
27 records, relevant wage-and-hour policies, and information regarding the putative class size, current
28 versus former employees, total workweeks, and average rate of pay. (Blanchard Decl., ¶ 24).

1 **C. The Settlement is Fair and Reasonable**

2 Courts typically assess the status of discovery in determining whether a class action settlement
3 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
4 Defendant produced relevant wage and hour policies, its employee handbook, and information
5 regarding the total number of putative class members, the total number of former employees, the total
6 workweeks worked by the putative class members, the dates of employment of the putative class
7 members, and the average rate of pay for the putative class members. (Blanchard Decl., ¶ 24). This
8 allowed Class Counsel to conduct an informed assessment and analysis of the strengths and
9 weaknesses of the claims and the potential class-wide damages. (Ibid). Plaintiff's investigation was
10 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
12 (“Dunk/Kullar”).

13 Based on the information exchanged, the Parties extensively briefed issues regarding class
14 certification and liability and provided their analyses to the Mediator who helped the Parties debate
15 the strengths and weakness of their respective positions. (Blanchard Decl., ¶ 25). At all times, Plaintiff
16 was willing and prepared to litigate this matter through class certification and trial if the Parties had
17 been unable to reach a favorable resolution. (Ibid). Additionally, settlement negotiations were
18 conducted by highly capable and experienced counsel. (Ibid). Class Counsel are respected members
19 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
20 in handling complex wage and hour class action litigation. (Ibid). Accordingly, Class Counsel had
21 sufficient information and experience to act intelligently in negotiating the Settlement.

22 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
23 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
24 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
25 must consider “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of
26 further litigation, the risk of maintaining class action status through trial, the amount offered in
27 settlement, the extent of discovery completed and the stage of the proceedings, the experience and
28 views of counsel, the presence of a governmental participant, and the reaction of the class members to

1 the proposed settlement.” (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

2 Here, the reasonableness of the Settlement is underscored by the fact that Defendants have
3 legal and factual grounds for defending the Action. Based upon Class Counsel’s experience litigating
4 similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class
5 certification and the merits of the Action absent a settlement.

6 Class Counsel is aware of Defendants’ defenses and arguments and have also taken into
7 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
8 inherent in such litigation, including those involved in class and/or representative adjudication.
9 (Blanchard Decl., ¶ 27). Plaintiff further recognizes the burdens of proof necessary to establish
10 liability for the claims asserted in the Action, Defendants’ defenses, and the difficulties in establishing
11 entitlement to monetary recovery. (Ibid). Plaintiff has also considered the Parties’ settlement
12 discussions, as well as the evaluations of the Mediator, who is experienced and well-regarded in
13 complex labor and employment matters. (Ibid).

14 Defendants denied and continues to deny any liability and wrongdoing of any kind associated
15 with the claims alleged in the Action and further deny that class certification is appropriate for any
16 purpose other than the Settlement. (*Id.*, ¶ 28). Defendants believe that they would ultimately prevail
17 in the Action. (Ibid). Defendants proffered defenses to both certification and to the merits of
18 Plaintiff’s claims. (Ibid). Defendants contended that Plaintiff’s claims are not suitable for class
19 certification because individual issues would predominate should this case go to trial. (Ibid). As with
20 all class actions, these complex cases raise difficult management and proof issues and, accordingly,
21 there is a significant risk that the Court may deny class certification. (Ibid).

22 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
23 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
24 uncertain proposition. (*Id.*, ¶ 29). In order to prove liability and damages, Class Counsel would need
25 to request and analyze thousands of pages of documents, obtain the Class Members’ contact
26 information, contact them, and obtain declarations at great expense. (Ibid). Obtaining the cooperation
27 of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
28 against a current employer. (Blanchard Decl., ¶ 29). On the other hand, Defendants would likely be

1 able to obtain the cooperation of their employees. (Ibid). Moreover, even if Plaintiff prevailed at class
2 certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

3 In light of the Parties' respective legal positions and the risks of continued litigation, the Gross
4 Settlement Amount for resolution of the Class and PAGA claims is fair, adequate, and reasonable.
5 (*Id.*, ¶ 30).

6 **VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**
7 **AND SHOULD BE APPROVED**

8 Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount, i.e., Six
9 Hundred Twenty-One Thousand Two Hundred Fifty Dollars and Zero Cents (\$621,250.00), for
10 attorneys' fees, and reimbursement of actual litigation costs and expenses in the amount of Twenty-
11 Four Thousand Four Hundred Forty-One Dollars and Ninety-Eight Cents (\$24,441.98). (Blanchard
12 Decl., ¶ 31). The requested fees and costs are fair compensation for undertaking complex, risky,
13 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
14 substantial benefits achieved by Class Counsel for the Class Members. (Blanchard Decl., ¶ 31).

15 **A. Plaintiff's Fee Request of 35% of the Gross Settlement Amount**
16 **is Proper Under the Common Fund Doctrine**

17 Courts have long recognized the "common fund" or "common benefit" doctrine, under which
18 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
19 costs to be paid out of the fund. (*See Serrano v. Priest* ("*Serrano III*") (1977) 20 Cal.3d 25, 34,
20 quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees'*
21 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995)
22 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*
23 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

24 The California Supreme Court has held that, "when a number of persons are entitled in
25 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
26 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys' fees
27 out of the fund." (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D'Amico*, 11 Cal.3d 1; *see also Boeing,*
28 *supra*, 444 U.S. at 478 ("[A] lawyer who recovers a common fund for the benefit of persons other than

1 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra*,
2 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
3 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
4 explains the common fund doctrine as follows:

5 Where the lawsuit results in the recovery of a fund or property benefiting
6 others as well as plaintiff (e.g., a class action), the court has inherent
7 equitable power to order plaintiffs attorney fees paid out of the common
fund or property [citations]. Such fee spreading assures that all of those
benefited by the litigation pay their fair share of obtaining the recovery.

8 The percentage-of-the-fund approach appears to be the preferred method of awarding fees in
9 traditional common fund cases, such as this case. Where the settlement amount is a “certain or easily
10 calculable sum of money,” use of the percentage-of-the-fund method is appropriate. (*Serrano III*, 20
11 Cal. 3d at 35).

12 In *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein
13 class counsel obtained a \$19 million non-reversionary settlement on behalf of the class, the California
14 Supreme Court approved the use of the percentage of fund or common fund method to award one-
15 third of the settlement amount or \$6,333,333.33 to class counsel for attorneys’ fees. The Court stated:

16 Whatever doubts may have been created by *Serrano III*, *supra*, 20 Cal.3d 25, [], or the
17 Court of Appeal cases that followed, we clarify today that use of the percentage method
18 to calculate a fee in a common fund case, where the award serves to spread the attorney
19 fee among all the beneficiaries of the fund, does not in itself constitute an abuse of
20 discretion. We join the overwhelming majority of federal and state courts in holding
21 that when class action litigation established a monetary fund for the benefit of the class
22 members, and the trial court in its equitable powers awards class counsel a fee out of
23 that fund, the court may determine the amount of a reasonable fee by choosing an
appropriate percentage of the fund created. 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.

24 (*Laffitte*, 1 Cal.5th at 503).

25 In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated:
26 “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive
27 benefits may require those passive beneficiaries to bear a fair share of the litigation costs.” Similarly,
28 in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme

1 Court recognized that the common benefit doctrine has been applied “consistently in California when
2 an action brought by one party creates a fund in which other persons are entitled to share.”

3 Numerous appellate courts have been similarly found. (*See e.g., Knoff v. City and County of*
4 *San Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
5 attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);
6 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly
7 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
8 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
9 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
10 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
11 in an inverse condemnation action)).

12 The Supreme Court noted that several courts have expressed frustration with the alternative
13 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
14 often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; *see Lealao v. Beneficial California, Inc.*
15 (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373,
16 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class
17 counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing
18 an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources.
19 (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the
20 percentage of the common fund approach to determine the award of attorney’s fees. (*Lealao*, 82
21 Cal.App.4th at 30-31; *see e.g., In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79
22 (approving attorney’s fee of 33%)).

23 A fee of thirty-five percent (35%) of the Gross Settlement Amount is reasonable and within
24 the range of fees commonly approved in wage-and-hour class action settlements. Class Counsel seeks
25 thirty-five percent (35%) of the Gross Settlement Amount, i.e., \$621,250.00, for attorneys’ fees.
26 (Blanchard Decl., ¶ 33.) The Settlement Agreement permits Class Counsel to seek attorneys’ fees of
27 up to thirty-five percent (35%) of the Gross Settlement Amount. (Settlement Agreement, ¶ 15.) The
28 requested fee is reasonable under the common fund approach because the Settlement creates a

1 substantial, non-reversionary fund for the benefit of the Settlement Class Members and Aggrieved
2 Employees. Class Counsel states that the requested fees and costs are fair compensation for
3 undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis,
4 especially in light of the substantial benefits achieved for the Class Members. (Blanchard Decl., ¶ 31.)
5 Class Counsel further states that it bore all risks and costs of litigation and will not receive
6 compensation until recovery is obtained. (Blanchard Decl., ¶ 33.) Considering the amount of fees
7 requested, the work performed, the risks incurred, and Class Counsel's experience handling similar
8 matters, Plaintiff maintains that the requested attorneys' fees of thirty-five percent (35%) of the Gross
9 Settlement Amount, i.e., \$621,250.00, are reasonable and should be awarded. (Blanchard Decl., ¶ 33.)
10 Based on this showing, the Court should approve the requested attorneys' fees pursuant to the common
11 fund approach.

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

13 Given the significant results achieved under the circumstances of this litigation, the requested
14 fee award is reasonable. As discussed in *Sumitomo Copper Litigation, supra*, 74 F. Supp. 2d at 396:

15 No one expects a lawyer whose compensation is contingent on the
16 success of his services to charge, when successful, as little as he
17 would charge a client who in advance of the litigation has agreed to
18 pay for his services, regardless of success. Nor, particularly in
19 complicated cases producing large recoveries, is it just to make a fee
20 depend solely on the reasonable amount of time expended.

21 In that vein, this Court should consider the contingent nature of this case, the uncertainty of
22 the outcome, the quality of the counsel, and the preclusion from other employment.

23 **C. The Contingent Nature of This Matter**

24 From the outset of the Action to the present, prosecution of this matter has involved significant
25 financial risk for Class Counsel. Class Counsel has borne all of the risks and costs of litigation and
26 will not receive any compensation until recovery is obtained. (Blanchard Decl., ¶ 33). The risks of
27 this matter are apparent because class certification would likely have been hard fought, and there was
28 no assurance that Plaintiff would succeed at trial. Defendants contended that Plaintiff's claims are not
suitable for class certification because individual issues would predominate if the case proceeded to
trial. (Blanchard Decl., ¶ 28). Class Counsel also took into account the uncertainty and risk of further
litigation, Defendants' defenses, and the difficulties in establishing entitlement to monetary recovery.

(Blanchard Decl., ¶ 29). Despite these challenges, Class Counsel obtained a non-reversionary Gross Settlement Amount of One Million Seven Hundred Seventy-Five Thousand Dollars and Zero Cents (\$1,775,000.00) to resolve the Class and PAGA claims. (Settlement Agreement, ¶ 12(t); Blanchard Decl., ¶ 17).

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

Class Counsel has substantial experience in wage-and-hour class action and PAGA representative matters, including pleadings, administrative notice exhaustion, settlement agreements, motion practice, claims evaluation and analysis, and court appearances. (Blanchard Decl., ¶ 34). Class Counsel used that experience to obtain a favorable result for the Class, the State of California, and Aggrieved Employees. (*Id.*, ¶ 33).

E. The Results Achieved

The excellent results achieved by the Settlement support Class Counsel's request for attorneys' fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the absence of any objections to either the Class 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 \$487.96 each, which is intended to compensate them for the alleged wage and hour violations they suffered during their employment. (Blanchard Decl., ¶ 19). 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 \$67,500 for enforcement of labor laws and education of employers. (*Id.*, ¶ 41).

Furthermore, the efficiency with which this litigation was conducted and resolved should be rewarded. After preparing and investigating the case prior to filing the Action, Class Counsel strongly litigated and then resolved the case in an efficient manner. The Class Members will directly benefit from the prompt and fair resolution of their claims. They will be receiving a significant award in a relatively short period of time, as opposed to waiting years to recover some undetermined amount if they succeeded at trial, which is an uncertainty in itself.

F. Preclusion of Other Employment

1 As California law recognizes, Class Counsel's commitment to this litigation should not be
2 assessed in a vacuum. (See *Serrano*, supra, 20 Cal.3d at 49.) A relevant factor in determining attorneys'
3 fees is whether the litigation required Class Counsel to forego other employment. (Ibid.) Class Counsel
4 had to consider its workload during this litigation when deciding whether to accept additional available
5 work, which Class Counsel had to forego to devote the time necessary to pursue this litigation.
6 (Blanchard Decl., ¶ 33).

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

8 Fee calculations under the lodestar method would result in a similar award, demonstrating the
9 fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is
10 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
11 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
12 various factors. (*Serrano III*, supra, 20 Cal.3d at 48). Class Counsel's hourly rates are summarized
13 in the Blanchard Declaration at Paragraph 34.

14 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the
15 relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Blanchard
16 Decl., ¶ 35). As a practical matter, few if any employees or consumers pay attorneys' fees on an
17 hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a
18 stepped-up contingency fee (with the percentage increasing from one third to forty-five – and
19 sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if
20 the case goes to trial). (Ibid). Therefore, there is no customary hourly billing rate for work that is
21 routinely based on a contingent fee relationship, but the nature of class action work should be strongly
22 considered by the Court. (Ibid). Wage and hour work presents a specialized and challenging area of
23 law that is not within the knowledge of many lawyers. (Ibid). This kind of class action work requires
24 specialized learning and the willingness to take large risks. (Ibid).

25 Class Counsel has spent approximately 443 total hours litigating these claims to date.²

26
27 ² In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in
28 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.*

(Blanchard Decl., ¶ 35). Class Counsel expects to spend another 10 hours in connection with the final approval process (including preparing for and attending the Final Approval Hearing, and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members). (*Id.*, ¶ 36). In addition to time spent during litigation, reasonable hours also include the time spent before the Action was filed, including time spent interviewing the client, investigating the facts and the law, preparing the initial pleadings, as well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award should include fees incurred to establish and defend the attorneys’ fee claim. (*Serrano v. Priest* (1982) 32 Cal .3d 621, 639 (“*Serrano IV*”). Based on the rates of Class Counsel, the total fees incurred to date are \$427,085.00. (Blanchard Decl., ¶ 35). By the conclusion of this matter, the total fees are estimated to be approximately \$434,585.00. (*Id.*, ¶ 36).

In cases where a common fund analysis is not used, once the court establishes the lodestar amount, it should adjust the fee award by a multiplier in order to make an appropriate fee award. (*Serrano III, supra*, 20 Cal.3d at 48). In applying the multiplier, *Newberg on Class Actions* states that “[m]ultiples ranging from one to four frequently are awarded in common fund cases when the lodestar method is applied. A large common fund award may warrant an even larger multiplier.” (4 *Newberg on Class Actions* 4th (4th ed. 2002) § 14.6). If the class members paid the fees that the market would bear, they would pay a fee of anywhere from one-third to forty-five percent of any recovery. Since this is the market rate, the lodestar calculation should be enhanced to reflect what the class members would pay on the open market. (*Lealao, supra*, 82 Cal.App.4th at 47-48).

In *Lealao*, the court held that trial courts should award lodestar fees by examining the percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 and 53). The court indicated that this is an upward adjustment and should be akin to a contingency fee recovery; the court stated, “[a]n adjustment reflecting the amount of the class recovery is not significantly different from an adjustment reflecting a percentage of that amount; and California courts have evaluated a lodestar as a percentage of the benefit.” (*Id.* at 46). The *Lealao* method appears

Through Class Counsel's declaration in support of this application, however, Plaintiff 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.

1 particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and
2 the class action clients do not expect to pay an hourly fee.

3 The rationale of *Lealao* comports with the purpose of the multiplier. The multiplier is
4 “primarily to compensate the attorney for the prevailing party at a rate reflecting the risk of
5 nonpayment in contingency cases.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138). The *Lealao*
6 court reasoned:

7 Given the unique reliance of our legal system on private litigants to enforce
8 substantive provisions of law through class and derivative actions, attorneys
9 providing the essential enforcement services must be provided incentives
10 roughly comparable to those negotiated in the private bargaining that takes
11 place in the legal marketplace, as it will otherwise be economic for
12 defendants to increase injurious behavior. It has therefore been urged (most
13 persistently by Judge Richard Posner) that in defining a reasonable fee in
14 such representative actions, the law should mimic the market.

15 In the class action context, that would mean attempting to award the fee that
16 informed private bargaining, if it were truly possible, might have reached.
17 The simplest way for the law to duplicate the bargain that informed parties
18 would reach if agency costs were low is to look to fee award levels in actions
19 brought by sophisticated private parties under the same or comparable
20 statutes.

21 (*Lealao*, 82 Cal.App.4th at 47-48 (internal citations and quotations omitted)). The court added:

22 [T]rial judges need the flexibility *Serrano III* provides, as it enables them to
23 relate fee awards to the economic realities that determine the efficacy of the
24 private enforcement contemplated by our civil justice system.
25 Accordingly, we hold that, in cases in which the value of the class recovery
26 can be monetized with a reasonable degree of certainty and it is not
27 otherwise inappropriate, a trial court has discretion to adjust the basic
28 lodestar through the application of a positive or negative multiplier where
necessary to ensure that the fee awarded is within the range of fees freely
negotiated in the legal marketplace in comparable litigation.

(*Id.* at 49-50).

21 In looking at similar cases, including those set forth above, Class Counsel’s requested fee
22 comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the
23 collective hours worked in this matter, the requested fee award would represent a 1.46 multiplier of
24 the current total fee lodestar. In this regard, Class Counsel’s fee request is reasonable.

25 **H. No Class Member Objected to the Requested Attorneys’ Fee Award**

26 Class Counsel’s intention to request the Court’s approval for payment of Attorneys’ Fees and
27 Costs was clearly disclosed to each Class Member in the Court-approved Class Notice. (Blanchard
28 Decl., ¶ 43). As of the filing of this Motion, there has not been a single objection to the request for

attorneys' fees. The Settlement Administrator reported zero objections. It is fair to conclude that the Class approves of, or at minimum 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 Six Hundred Twenty-One Thousand Two Hundred Fifty Dollars and Zero Cents (\$621,250.00), should be granted.

I. Plaintiff's Cost Request is Reasonable

Class Counsel seeks reimbursement of a total amount of Twenty-Three Thousand Four Hundred Forty-One Dollars and Ninety-Eight Cents (\$23,441.98) in costs and expenses in this matter, which includes reasonable future costs for filing the Motion. (Blanchard Decl., ¶ 37 and Exh. 4). All costs and expenses were reasonably incurred in prosecution of this matter.

VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS REASONABLE

The named Plaintiff should be awarded an Enhancement Payment in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for his services as the Class Representative and the risks associated with that role. (Blanchard Decl., ¶ 39). The requested Enhancement Payment is modest, reasonable, and should be approved. Class Counsel states that the requested Enhancement Payment is reasonable given the time and effort Plaintiff spent on this case and the benefit to the Class Members resulting from Plaintiff's actions. (Blanchard Decl., ¶ 39).

Plaintiff's actions establish that: (1) he sought to protect the interests of the Class above his own personal interests; (2) the Settlement Class Members will benefit from his actions by receiving payment without having to submit a claim; and (3) Plaintiff put forth significant time and effort pursuing the litigation and seeing it through to resolution. Plaintiff states that he spent approximately 65 hours participating in the case, regularly conferred with his attorneys, provided documents and information, reviewed the Settlement Agreement, considered the interests of the Class, and put those interests before his own personal interests. (Duenas Decl., ¶¶ 4-12). (*See also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804).

The requested award for Plaintiff is also reasonable given the financial and personal risk he took in commencing the Action and the benefits his actions conferred upon the Class. Plaintiff understood that, if he lost, he could potentially have to pay litigation costs, and that he risked losing

1 job opportunities and income due to the time required to fulfill his responsibilities in the Action.
2 (Duenas Decl., ¶ 7). Plaintiff also recognized that other employees receiving money from the lawsuit
3 did not have to file a claim or assume the risks he took in bringing the Action. (Duenas Decl., ¶ 7).
4 (*See also Van Vranken v. Atl. Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299-300; *Staton v.*
5 *Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 977).

6 In sum, Plaintiff performed considerable services on behalf of the Class during the litigation.
7 Plaintiff regularly conferred with counsel, searched for and provided documents concerning his
8 employment, answered counsel's questions, provided information regarding Defendants' practices
9 and the duties of other hourly-paid and/or non-exempt employees, and helped counsel develop strategy
10 regarding additional documents and information to seek from Defendants. (Duenas Decl., ¶ 4).
11 Plaintiff also routinely checked in with counsel and staff, made himself available to answer questions
12 regarding Defendants' practices and treatment of employees, and responded as quickly as possible.
13 (Duenas Decl., ¶ 5). Plaintiff reviewed the Settlement Agreement, discussed it with his attorneys, and
14 asked questions before signing it. (Duenas Decl., ¶ 8). Plaintiff spent approximately 65 hours
15 participating in the case and believes his efforts helped obtain the result achieved. (Duenas Decl., ¶ 9).
16 Plaintiff understood that any class-wide resolution was subject to Court approval and that any
17 settlement must be designed in the best interest of the Class as a whole; throughout the litigation, he
18 considered the interests of the Class and put them before his own personal interests. (Duenas Decl., ¶
19 10).

20 In contrast, Settlement Class Members will receive payment without taking on the risks or time
21 commitment incurred by Plaintiff. The requested Enhancement Payment was disclosed to Class
22 Members in the Class Notice. (Blanchard Decl., ¶ 39). The Settlement Administrator reported zero
23 objections. Thus, the Enhancement Payment is warranted to compensate Plaintiff for his time, effort,
24 and the risks he assumed as Class Representative.

25 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
26 **REASONABLE**

27 In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved,
28 Settlement Administration Costs not to exceed Fifteen Thousand Five Hundred Dollars and Zero Cents
(\$15,500.00). ((Blanchard Decl., ¶ 40). Apex Class Action, LLC is the approved Settlement

1 Administrator. (Ibid). It is an experienced class administrator and has adequately performed the
2 administration tasks required by the Preliminary Approval Order. *Apex's actual* costs to administer
3 the Settlement are only Fourteen Thousand Eight Hundred Ninety Dollars and Zero Cents
4 (\$14,890.00). (Apex Decl., ¶ 19). Based thereon, the requested costs should be approved.

5 **X. THE PROPOSED LWDA ALLOCATION IS REASONABLE**

6 Pursuant to California Labor Code section 2699(l), the Superior Court shall review and
7 approve the settlement of penalties sought under that California Labor Code section. (Cal. Lab. Code
8 § 2699(l)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
9 should be approved. As part of the Settlement, Defendants have agreed to pay Ninety Thousand
10 Dollars and Zero Cents (\$90,000.00) to settle the claims of the Aggrieved Employees brought pursuant
11 to PAGA, of which Sixty-Seven Thousand Five Hundred Dollars and Zero Cents (\$67,500.00),
12 representing 75% of the PAGA Amount, will be paid to the LWDA for education and enforcement
13 purposes. (Blanchard Decl., ¶ 41).

14 It is extremely common in approved wage and hour class action cases that settle that only a
15 small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to
16 class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
17 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
18 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
19 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
20 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
21 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
22 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
23 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
24 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
25 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
26 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
27 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
28 in these approved settlements, the parties generally maximized statutory penalties and minimized

1 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
2 California Labor Code violations. (Blanchard Decl., ¶ 42).

3 **XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE**

4 California law vests the Court with broad discretion in fashioning an appropriate notice
5 program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
6 74). To protect the rights of absent class members, the parties must provide class members with the
7 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
8 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
9 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
10 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
11 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
12 the action and afford them an opportunity to present their objections"])). The content and method of
13 the notice should be designed to apprise the class members of the terms of the proposed settlement
14 and of the class members' rights regarding the settlement. (*See Mullane, supra*, 339 U.S. at 314;
15 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
16 F. Supp. 364, 378).

17 The Class Notice approved by the Court met these requirements: it included a summary of the
18 litigation, the nature of the Settlement, the terms of the Settlement Agreement, the proposed deductions
19 from the Gross Settlement Amount, the procedures and deadlines for participating in, opting out of,
20 or objecting to the Settlement, the consequences of participating in, opting out of, or objecting to the
21 Settlement, and the date, time, and place of the Final Approval Hearing. (Blanchard Decl., ¶ 43). The
22 Class Notice also included information regarding the nature of the Action, a summary of the Settlement
23 terms, the Class definition, how to object to and/or opt out of the Class Settlement, how to dispute
24 Workweeks and/or Pay Periods, and the date of the Final Approval Hearing. (Ibid). The approved
25 Class Notice advised Class Members that they could contact the Settlement Administrator with
26 questions and provided the Settlement Administrator's contact information. (Ibid).

27 **XII. CONCLUSION**

28 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested

1 attorneys' fees to Class Counsel of \$621,250.00; (2) the requested reimbursement of actual costs and
2 expenses to Class Counsel of \$23,441.98; (3) the requested Enhancement Payment to Plaintiff of
3 \$15,000.00; and (4) the requested Settlement Administration Costs to the Settlement Administrator of
4 \$14,890.00; and permit the filing of a memorandum that exceeds the page limit.

5 Respectfully submitted,

6 Dated: August 31, 2026

BLACKSTONE LAW, APC

7 By: A. Blanchard
8 Annabel Blanchard
9 Attorneys for Plaintiff Ignacio Duenas
and the Class