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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JOHN BERNARDINO, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

CALIFORNIA CASCADE BUILDING
MATERIALS, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendant.

JOHN BERNARDINO, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

CALIFORNIA CASCADE BUILDING
MATERIALS, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: 34-2022-00331516 (Lead Case)
Consolidated Case No.: 34-2022-
00331632

Honorable Lauri A. Damrell
Department 22

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT, ATTORNEYS' FEES AND
COSTS, AND ENHANCEMENT AWARD;
MEMORANDUM OF POINTS AND
AUTHORITIES**

Date: December 5, 2025
Time: 9:00 a.m.
Department: 22

Complaint Filed: December 16, 2022
FAC Filed: July 14, 2023
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on December 5, 2025, at 9:00 a.m., in Department 22 of
2 the above-entitled Court, located at 720 9th Street, Sacramento, California 95814, Plaintiff John
3 Bernardino (“Plaintiff” or “Class Representative”) will and hereby does move for an order granting
4 final approval of:

5 1. The Joint Stipulation of Class Action and PAGA Settlement (“Agreement,”
6 “Settlement” or “Settlement Agreement”) on the grounds that the Settlement Agreement is fair,
7 adequate, and reasonable because a **Net Settlement Amount** of approximately **\$220,559.09** will
8 be fully distributed to all members of the Class Members who did not submit a timely and valid
9 Request for Exclusion (“Settlement Class Members”), and **no Notices of Objection or Requests**
10 **for Exclusion** were submitted to the settlement administrator, Phoenix Settlement Administrators
11 (“Settlement Administrator”);

12 2. Payment in the amount of **\$166,774.14** to Lawyers for Justice, PC (“Class
13 Counsel”), representing 35% of the Total Settlement Amount, for the Attorneys’ Fees and Costs,
14 which is reasonable and justified on a percentage-basis, and also on a lodestar cross-check;

15 3. Payment in the amount of **\$24,164.32** to Class Counsel for reimbursement of
16 litigation costs incurred;

17 4. Payment in the amount of **\$7,500.00** to the Settlement Administrator for Settlement
18 Administration Costs;

19 5. Payment in the amount of **\$7,500.00** to Plaintiff as an Enhancement Award, for his
20 time and effort in representing the Class; and

21 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
22 California Labor Code section 2698, *et seq.*, in the amount of **\$50,000.00** (“PAGA Amount”), of
23 which seventy-five percent (75%), or **\$37,500.00**, will be paid to the California Labor and
24 Workforce Development Agency (“LWDA”) (“LWDA Payment”) and twenty-five percent (25%),
25 or **\$12,500.00**, will be distributed to PAGA Employees on a *pro rata* basis, based Pay Workweeks
26 during the PAGA Period (“PAGA Employee Amount”).
27
28

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

4 Pursuant to Local Rule 1.06 (A), the court will make a tentative ruling on the merits of this
5 matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative ruling may
6 be downloaded off the court's website. If the party does not have online access, they may call the
7 dedicated phone number for the department as referenced in the local telephone directory between
8 the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the tentative
9 ruling. If you do not call the court and the opposing party by 4:00 p.m. the court day before the
10 hearing, no hearing will be held.

11 This motion is based upon the following Memorandum of Points and Authorities; the
12 Declarations of Class Counsel (Yasmin Hosseini), Class Representative (John Bernardino) and
13 Settlement Administrator (Connor Tevenan of Phoenix Settlement Administrators.) in support
14 thereof; the pleadings and other records on file with the Court in this matter; and such evidence
15 and oral argument as may be presented at the hearing on this Motion.

16
17 Dated: November 10, 2025

LAWYERS for JUSTICE, PC

18
19 By: 
20 Ryan Slinger
21 *Attorneys for Plaintiff and the Class*
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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff John Bernardino (“Plaintiff” or “Class Representative”) seeks final approval of: (1) the Total Settlement Amount of \$476,497.55¹; (2) attorneys’ fees in the amount of \$166,774.14, which is 35% of the Total Settlement Amount², and reimbursement of litigation costs in the amount of \$24,164.32 (together, referred to as the “Attorneys’ Fees and Costs”) to Lawyers for Justice, PC (“Class Counsel”); (3) Settlement Administration Costs in the amount of \$7,500.00 to Phoenix Settlement Administrators (“Phoenix” or “Settlement Administrator”)³, (4) Enhancement Award in the amount of \$7,500.00 to Plaintiff;⁴ and (5) allocation of \$50,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Amount”)⁵.

Plaintiff seeks relief on behalf of the following Class: all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the time period from December 16, 2018 through February 20, 2025 (“Class Members”).⁶

Plaintiff moves for final approval of the Attorneys’ Fees and Costs. This matter involved ongoing investigations, formal and informal discovery, review and analysis of a large volume of documents and data prior to and during the formal mediation, and settlement negotiations thereafter. This matter has required 370.50 hours of attorney time by Class Counsel. As will be demonstrated herein, the request for attorneys’ fees, which represents 35% of the Total Settlement Amount, is fully supported by the use of the percentage-fee method. The requested attorneys’ fees are also supported under the lodestar cross-check method.⁷

Plaintiff moves for final approval of the Enhancement Award in the amount of \$7,500.00, to compensate Plaintiff for the time and effort that he expended spearheading the lawsuit on behalf of the Class and the State of California. Plaintiff also moves for final approval of the payment to

¹ Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”), ¶ 7(nn).

² *Id.*, ¶ 11.

³ *Id.*, ¶ 13.

⁴ *Id.*, ¶ 12.

⁵ *Id.*, ¶ 14.

⁶ *Id.*, ¶¶ 7(d) & 6(f).

⁷ Applying the individual attorneys’ rates to their hours for services provided by Lawyers for Justice, PC the total lodestar fees are \$310,108.00, and Class Counsel seeks an attorneys’ fee award of \$166,774.14.

1 the Settlement Administrator in the amount of \$7,500.00 for Settlement Administration Costs.
2 Plaintiff also moves for final approval of the allocation of \$50,000.00 for the PAGA Amount, of
3 which seventy-five percent (75%), i.e., \$37,500.00, will be paid to the California Labor Workforce
4 and Development Agency (“LWDA”) for its portion of the PAGA Amount (“LWDA Payment”),
5 and twenty-five percent (25%), i.e., \$12,500.00, will be distributed to the PAGA Employees on a
6 *pro rata* basis, based PAGA Workweeks during the PAGA Period (“PAGA Employee Amount”).

7 The requests for Attorneys’ Fees and Costs, Enhancement Award, Settlement
8 Administration Costs, and PAGA Amount were fully disclosed in the Notice of Class Action
9 Settlement (“Class Notice”) that was mailed to the Class Members. As of the date of this Motion,
10 *not a single Class Member has objected to any aspect of the Class Settlement, including the*
11 *requested Attorneys’ Fees and Costs, Enhancement Award, Settlement Administration Costs or*
12 *PAGA Amount.*

13 The Settlement Agreement is fair, adequate, and reasonable, and is the product of arm’s-
14 length, good-faith negotiations by experienced counsel presided over by a highly-regarded
15 mediator who is experienced in mediating wage-and-hour class action lawsuits. Accordingly, the
16 Court should grant final approval of the Settlement, and award Attorneys’ Fees and Costs,
17 Enhancement Award, Settlement Administration Costs, and PAGA Amount in the amounts as
18 fully disclosed to the Class Members and as requested herein.

19 In order to efficiently present the Court with adequate information to determine whether to
20 grant final approval of the Settlement and award Attorneys’ Fees and Costs, Enhancement Award,
21 Settlement Administration Costs, and PAGA Amount, Plaintiff also moves for an order permitting
22 the filing of this single consolidated memorandum, although it exceeds the page limit established
23 by California Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

24 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

25 Defendant California Cascade Building Materials (“Defendant”) is a manufacturer and
26 distributor of construction products headquartered in Sacramento, California. Defendant also
27 provides flatbed truck hiring services and distributes its products to retailers in the Western United
28 States. Plaintiff is a former employee of Defendant.

1 On October 6, 2022, Plaintiff provided written notice by certified mail to the LWDA and
2 Defendant of the specific provisions of the California Labor Code that were alleged to be violated
3 (“PAGA Notice”). On December 16, 2022, Plaintiff filed the Complaint for Enforcement Under
4 the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* in the Superior Court
5 for the County of Sacramento, thereby commencing the above-captioned lawsuit (“PAGA
6 Action”).

7 On December 16, 2022, Plaintiff filed the Class Action Complaint for Damages in the
8 Superior Court for the County of Sacramento, thereby commencing the action entitled *John*
9 *Bernardino v. California Cascade Building Materials, Inc.*, Case No. 34-2022-00331632 (“Class
10 Action”) (together with the PAGA Action, the “Actions”).

11 On April 7, 2023, Defendant filed its Notice of Demurrer and Demurrer to each of
12 Plaintiff’s complaints in their respective actions. On May 26, 2023, Plaintiff filed his Oppositions
13 to Defendant’s Demurrers and supporting documents. On June 2, 2023, Defendant filed its Reply
14 in Support of its Demurrers.

15 On June 9, 2023, the Court sustained Defendant’s Demurrers to Plaintiff’s PAGA
16 Complaint and Class Action Complaint with leave to amend in part and without leave to amend in
17 part. On July 14, 2023, Plaintiff filed the First Amended Complaint for Enforcement Under the
18 Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq.* and the First Amended Class Action
19 Complaint for Damages.

20 On August 29, 2023, Defendant filed its Answer to First Amended Complaint for
21 Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq.* in the
22 PAGA Action, and its Answer to First Amended Class Action Complaint for Damages in the Class
23 Action.

24 The Parties have litigated the Actions since they were commenced on December 16, 2022.
25 On November 21, 2024, the Parties participated in a formal, full-day mediation conducted by
26 David A. Rottman, Esq., a well-regarded mediator experienced in mediating complex labor and
27 employment matters. With the aid of the mediator’s evaluations, the Parties ultimately reached the
28 Settlement described herein to resolve the Actions in their entirety.

Plaintiff's core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and the Class Members, of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.* and conduct that gives rise to penalties pursuant to PAGA. Plaintiff contends that she, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees.

On May 21, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement and supporting documents ("Motion for Preliminary Approval").

On July 12, 2025, the court issued a Tentative Ruling Granting the Motion for Preliminary, subject to Plaintiff providing a supplemental declaration and scheduling a Compliance Hearing to June 27, 2025.

On June 18, 2025, Plaintiff filed the supplemental declaration to address the Court's inquiry.

On June 26, 2026, the Court filed an Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the terms of the Settlement Agreement, the Class Notice, and the proposed administration procedures and associated deadlines.

Plaintiff now moves for final approval of Attorneys' Fees and Costs, Enhancement Award, Settlement Administration Costs, and PAGA Amount.

III. THE CLASS SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES

For the reasons previously addressed by way of Plaintiff's moving and supporting papers for the Motion for Preliminary Approval (namely, that the relevant class certification factors are satisfied, i.e., ascertainability, numerosity, community of interest, typicality, adequacy of

representation, superiority, and manageability), as well as the reasons discussed herein regarding the completion of the due process notice procedure, the Court is requested to now make final its preliminary certification of the class for settlement purposes.

IV. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement Agreement, within thirty (30) calendar days after the Effective Date, Defendant will make a one-time deposit of the Total Settlement Amount into the settlement account established by the Settlement Administrator.⁸ The Employer Taxes will be paid separately and in addition to the Total Settlement Amount.⁹

Within seven (7) calendar days of the funding of the Total Settlement Amount, the Settlement Administrator will issue payment due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to PAGA Employees; (c) LWDA Payment to the LWDA; (d) Enhancement Award to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to itself (the Settlement Administrator).

Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Total Settlement Amount: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in the amount of \$166,774.14 and reimbursement of litigation costs and expenses in the amount of \$24,164.32, to Class Counsel; (2) Enhancement Award in the amount of \$7,500.00 to Plaintiff; (3) Settlement Administration Costs in the amount of \$7,500.00 to Phoenix; and (4) PAGA Amount in the amount of \$50,000.00.¹⁰ The Net Settlement Amount, which is estimated to be \$220,559.09 will be distributed in accordance with the Settlement Agreement, and there is no reversion to Defendant.¹¹

The Settlement Administrator will calculate each Settlement Class Member's *pro rata* share of the Net Settlement Amount ("Individual Settlement Share"), as follows: the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement

⁸ Settlement Agreement, ¶ 10.

⁹ *Id.*, ¶ 26.

¹⁰ *Id.*, ¶¶ 11-14.

¹¹ Declaration of Connor Tevenan ("Phoenix Declaration" or Phoenix Decl.) ¶ 13.

1 Class Members to yield the “Final Workweek Value” and multiply each Settlement Class
2 Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual
3 Settlement Share.¹²

4 The Settlement Administrator will calculate each PAGA Employee’s *pro rata* share of the
5 PAGA Employee Amount (“Individual PAGA Payment”), as follows: the Settlement
6 Administrator will divide the PAGA Employee Amount by the total number of PAGA Pay Periods
7 of all PAGA Employees to yield the “PAGA Pay Period Value” and multiply each PAGA
8 Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to yield his or her
9 Individual PAGA Payment.¹³

10 Class Members have sixty (60) calendar days from the initial mailing of the Class Notice
11 (“Response Deadline”) to submit a Request for Exclusion, Notice of Objection and/or Workweeks
12 Dispute.¹⁴ The Response Deadline is November 17, 2025.¹⁵ **As of the date of this Motion, the**
13 **Settlement Administrator has not received any Notice of Objections, Workweeks Disputes,**
14 **or Requests for Exclusion from Class Members.**¹⁶

15 Each Individual Settlement Share will be allocated as follows: 33% as wages, which will
16 be reported on an IRS Form W-2; and the remaining 67% as interest and penalties, which will be
17 reported on an IRS Form 1099.¹⁷ Settlement Class Members will be issued payment of their
18 Individual Settlement Share subject to reduction for the employee’s share of taxes and
19 withholdings with respect to the wage portion.¹⁸ Defendant will pay all employer-side taxes in
20 connection with the wages portion of the Individual Settlement Payment in addition to the Total
21 Settlement Amount.¹⁹

22 Individual Settlement Payment and Individual PAGA Payment checks will be valid and
23 negotiable for one-hundred eighty (180) calendar days from the date the checks are issued, and
24

25 ¹² Settlement Agreement, ¶ 15(b).

26 ¹³ Settlement Agreement, ¶ 16.

27 ¹⁴ *Id.*, ¶ 7(jj).

28 ¹⁵ Phoenix Decl., ¶¶ 8-10.

¹⁶ *Ibid.*

¹⁷ Settlement Agreement, ¶ 26.

¹⁸ *Ibid.*

¹⁹ *Ibid.*

thereafter, shall be cancelled.²⁰ The funds associated with such cancelled checks will be paid to River City Food Bank at 1800 28th Street Sacramento, California Tax ID 91-1851398, in accordance with California Code of Civil Procedure section 384(b), *et seq.*²¹

V. THE SETTLEMENT ADMINISTRATION PROCESS

The Court-appointed Settlement Administrator, Phoenix, has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Court’s Preliminary Approval Order.

On July 16, 2025, Defendant’s counsel provided Phoenix a data file containing each Class Member’s full name, last known mailing address, Social Security Number, start and end dates of employment by Defendant within the State of California during the Class Period, and such other information necessary for the Settlement Administrator to calculate Workweeks and PAGA Pay Periods (“Class List”).²² The Class List contained data for two hundred and thirty-one (231) individuals.²³ The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service.²⁴ The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Class Notice.²⁵

On September 18, 2025, Phoenix mailed the Class Notice to all two hundred and thirty-one (231) individuals identified as Class Members in the Class List in English and Spanish.²⁶

As of the date of the Declaration of Connor Tevenan, a total of twenty-eight (28) Class Notices were returned to Phoenix.²⁷ Of these, none were returned with a forwarding address. Phoenix performed an advanced address search (i.e. skip trace) on all of these addresses and was able to locate twenty-two (22) updated addresses, and Phoenix promptly re-mailed a Class Notice

²⁰ Settlement Agreement, ¶ 21.

²¹ Ibid.

²² Phoenix Decl., ¶ 3.

²³ Ibid.

²⁴ *Id.*, ¶ 4.

²⁵ Ibid.

²⁶ *Id.*, ¶ 5.

²⁷ *Id.*, ¶ 6.

1 to those updated addresses.²⁸

2 As of the date of the Declaration of Connor Trevenan, the Settlement Administrator has
3 not received any Notices of Objection, Workweeks Disputes or Requests for Exclusion from Class
4 Members.²⁹ Thus, there are currently 231 Class Members who have not submitted a timely and
5 valid Request for Exclusion (“Settlement Class Members”), and who will be paid their portion of
6 the Net Settlement Amount.³⁰ Pursuant to the terms of the Settlement Agreement, the Net
7 Settlement Amount of approximately \$220,559.09 will be distributed to Settlement Class
8 Members in accordance with the terms of the Settlement Agreement. The highest Individual
9 Settlement Share is currently estimated to be \$3,528.47 and the average Individual Settlement
10 Share is currently estimated to be \$954.80.³¹ The highest Individual PAGA Payment is currently
11 estimated to be \$206.90 and the average Individual PAGA Payment is currently estimated to be
12 \$107.76.³²

13 **VI. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION**
14 **AND PAGA SETTLEMENT.**

15 The trial court has broad discretion to determine whether a class action settlement is fair
16 and reasonable. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52. To determine whether the
17 settlement is fair and reasonable, courts consider relevant factors such as: the strength of plaintiff’s
18 case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining
19 class action status through trial, the amount offered in settlement, the extent of discovery
20 completed and the stage of the proceedings, the experience and views of counsel, the presence of
21 a governmental participant, and the reaction of the class members to the proposed settlement *Dunk*
22 *v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. “The list of factors is not exclusive and the
23 court is free to engage in a balancing and weighing of the factors depending on the circumstances
24 of each case.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. “Due regard
25

26 ²⁸ Phoenix Decl., ¶ 6.

27 ²⁹ Phoenix Decl., ¶¶ 8-10.

28 ³⁰ *Id.*, ¶ 11.

³¹ *Id.*, ¶ 14.

³² *Id.*, ¶ 15.

1 should be given to what is otherwise a private consensual agreement between the parties.” *Dunk*,
2 48 Cal.App.4th at 1801.

3 The proponent of the settlement has the burden to show that it is fair and reasonable.
4 *Wershba*, 91 Cal.App.4th at 245. At the final approval stage, a presumption of fairness exists
5 where, as here: “(1) the settlement is reached through arm’s-length bargaining; (2) investigation
6 and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is
7 experienced in similar litigation; and (4) the percentage of objectors is small.” *Dunk*, 48
8 Cal.App.4th at 1802. In reviewing a class settlement, the court need not reach any ultimate
9 conclusions on the issues of fact and law that underlie the merits of the dispute. *7-Eleven Owners*
10 *for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146. The inquiry is not
11 whether the settlement agreement is the best one that class members could have possibly obtained,
12 but whether the settlement, taken as a whole, is “fair, adequate, and reasonable.” *Chavez v. Netflix,*
13 *Inc.* (2008) 162 Cal.App.4th 43, 55. A settlement need not obtain 100 percent of the damages
14 sought in order to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 251.
15 Even if the proposed settlement affords relief that is substantially narrower than it would be if the
16 cases were to be successfully litigated, that is no bar to a class settlement because the public interest
17 may indeed be served by a voluntary settlement in which each side gives ground in the interest of
18 avoiding prolonged litigation. *Id.*

19 A. **The Settlement Resulted from Arm’s-Length Negotiations Based Upon**
20 **Extensive Investigation and Formal and Informal Discovery.**

21 The Parties actively litigated the case since the Actions were commenced on December 16,
22 2022. Class Counsel conducted significant investigation and formal and informal discovery into
23 the facts of the cases, to assess the veracity, strength, and scope of the claims, and was preparing
24 for class certification and trial prior to reaching the Settlement Agreement.³³

25 The Parties exchanged a volume of information, documents, and data in the course of
26 litigation and in connection with the mediation and settlement negotiations.³⁴ On August 16, 2023,
27 Defendant served Form Interrogatories—General (Set One), Request for Admission (Set One) and

28 ³³ Declaration of Yasmin Hosseini (“Hosseini Decl.”), ¶ 8.

³⁴ *Ibid.*

1 a Notice of Taking Virtual Deposition of Plaintiff. On September 19, 2023 Plaintiff responded to
2 Defendant's discovery requests. On September 21, 2023, Class Counsel defended the deposition
3 of Plaintiff. On September 14, 2023, Plaintiff propounded multiple sets of discovery, including
4 Form Interrogatories – General (Set One), Request for Production of Documents (Set One), and
5 Special Interrogatories (Set One and Two), on Defendant in the Class Action. On October 31,
6 2023, Defendant responded to Plaintiff's Request for Production of Documents (Set One), and
7 Special Interrogatories (Set One and Two), and, on November 22, 2023, Defendant responded to
8 Plaintiff's Form Interrogatories—General (Set One). On September 14, 2023, Plaintiff served a
9 Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of
10 Documents. On October 25, 2023, Defendant served its Objections to Plaintiff's Notice of
11 Deposition of Person Most Knowledgeable and Requests for Production of Documents. On
12 October 6, 2023, Defendant propounded Requests for Production of Documents on Plaintiff, and
13 Plaintiff responded on November 7, 2023. On November 9, 2023, Defendant propounded Form
14 Interrogatories—General (Set Two) and Requests for Admission—Genuineness of Documents
15 (Set One), and Plaintiff responded on December 12, 2023. On May 31, 2024, Defendant propound
16 Special Interrogatories (Set One) on Plaintiff, and Plaintiff responded on July 2, 2024. On January
17 9, 2024, Defendant served its Supplemental Responses to Plaintiff's Request for Production of
18 Documents (Set One) and Special Interrogatories (Set One and Two), and Defendant's Withdrawal
19 of Certain Objections to Defendant's Responses to Plaintiff's Special Interrogatories (Set Two).
20 On April 11, 2024, Defendant served its Supplemental Production Responsive to Plaintiff's
21 Requests for Production of Documents (Set One) and Plaintiff propounded a Request for
22 Production of Documents (Set Two) and Special Interrogatories (Set Three) on Defendant. On
23 April 12, 2024, Defendant served an additional Supplemental Production Responsive to Plaintiff's
24 Request for Production of Documents (Set One) and on May 10, 2024, Defendant served another
25 Supplemental Production Responsive to Plaintiff's Request for Production of Documents (Set
26 One). On May 28, 2024, Defendant served its Responses to Plaintiff's Requests for Production of
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28

Documents (Set Two) and Response to Plaintiff's Special Interrogatories (Set Three). On April 15, 2024, Class Counsel defended a second session of the deposition of Plaintiff.³⁵

The Parties conducted significant formal and informal discovery and investigation into the facts of the cases, and also formally and informally exchanged a volume of information documents, and data in connection with the mediation and settlement negotiations. The volume of information, documents, and data reviewed and analyzed by Class Counsel further included, and was not limited to: Plaintiff's and other Class Members' employment records, a detailed sampling of Class Members' time and pay data, multiple iterations of Defendant's Employee Handbook, arbitration agreement, company policy acknowledgements, internal memoranda, job descriptions, new hire orientation checklists, Defendant's operations and employment practices, forms (including but not limited to Defendant's Request for Check of Driving Record, Driver Statement of On-Duty Hours, Separation Checklist, New Hire Personnel Activity Form, Performance Review Summary Form, Goals and Objectives Form, Incident Reports, Separation Documents and Final Check Receipt Form, and Orientation Forms), procedures (including but not limited to Defendant's Meal and Rest Period Policy, Anti-Harassment, Discrimination, and Retaliation Policy, Transportation Department Rules and Procedures for Class A Drivers, and Performance Bonus Program), and policies (including but not limited to Limited Release of Claims Relating to Only Alleged Off-the-Clock Work and Acknowledgement of Company Policy, Drivers Mandatory Notification, Safety-Toe Work Boots Requirement, and Confidentiality and Trade Secrets Agreement), among other information and documents.³⁶ Class Counsel had the opportunity to interview and obtain information from Plaintiff and other Class Members, and reviewed and analyzed a volume of information, data, and documents obtained from Plaintiff, Defendant, and other sources.

Class Counsel developed liability, damages, and penalties valuation models in the course of litigation and in connection with the mediation and settlement negotiations, and met and conferred with Defendant's counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, case management, discovery, and the production of information, documents, and data

³⁵ Hosseini Decl., ¶ 8.

³⁶ Hosseini Decl., ¶ 8.

1 in the course of mediation and settlement negotiations.³⁷ Other work performed by Class Counsel
2 included, and was not limited to, case strategy and analysis; drafting, reviewing, and revising the
3 pleadings, motion-related papers, mediation brief, and settlement-related papers and preparing for
4 and attending court proceedings, settlement negotiations, and the mediation, among other tasks.³⁸

5 After conducting formal and informal discovery and investigation into the facts of the
6 cases, the Parties participated in a formal mediation session conducted by David A. Rottman, Esq.,
7 a well-regarded mediator experienced in mediating complex labor and employment matters.³⁹ In
8 the course of the mediation and settlement negotiations, the Parties exchanged class information,
9 documents, and data, and discussed all aspects of the cases, including and not limited to, the risks
10 and delays of further litigation, the risks to the Parties of proceeding with class certification and
11 trial, the law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA
12 representative claims, and wage-and-hour enforcement, the evidence produced and analyzed, and
13 the possibility of appeals, among other things.⁴⁰ During all settlement discussions, the Parties
14 conducted their negotiations at arm's length in an adversarial position.⁴¹ Arriving at a settlement
15 that was acceptable to the Parties was not easy. Defendant and its counsel felt very strongly about
16 Defendant's ability to prevail on the merits and to avoid class certification.⁴² Defendant and its
17 counsel felt strongly about Defendant's ability to avoid class certification and representative
18 adjudication and prevail on the merits, while Plaintiff and Class Counsel believed that they would
19 be able to obtain class certification and prevail at trial.⁴³ After conducting significant formal and
20 informal discovery and investigations, settlement negotiations, and with the aid of the mediator's
21 evaluation, the Parties agreed that the cases were well-suited for settlement given the legal issues
22 relating to Plaintiff's principal claims, as well as the costs and risks to the Parties that would attend
23 further litigation.⁴⁴

24
25 ³⁷ Ibid.

26 ³⁸ Hosseini Decl., ¶ 8.

27 ³⁹ *Id.*, ¶ 10.

28 ⁴⁰ Ibid.

⁴¹ Ibid.

⁴² Ibid.

⁴³ Ibid.

⁴⁴ Ibid.

1 **B. The Risks Inherent in Continued Litigation Favor Final Approval of the**
2 **Settlement.**

3 The Settlement accounts for the risks inherent in litigating class and representative claims
4 through certification proceedings, trial, and/or appeals.⁴⁵ The Agreement was calculated using
5 information and data uncovered through extensive case investigation, formal and informal
6 discovery, and the exchange of information, data, and documents in the context of mediation and
7 settlement negotiations.⁴⁶ Had the action not settled, Defendant would have vigorously challenged
8 class certification, manageability of representative adjudication, and liability. Defendant
9 contended that individualized questions of fact predominated over any common issues, and these
10 issues would pose challenges to certification and representative adjudication. Defendant would
11 have likely argued again at trial, if any, that Plaintiff's claims were not appropriate for class-wide
12 and/or representative adjudication. On the other hand, Defendant also faced the risk of the Court
13 certifying a class and allowing a jury to decide Plaintiff's claims on a class-wide or representative
14 basis. Additionally, preparation for trial would have been expensive for all parties.

15 It is preferable to reach an early resolution of a dispute because such resolutions save time
16 and money that would otherwise go to litigation. If this matter had settled after further litigation,
17 the settlement amount would have taken into account the additional costs incurred, and there might
18 have been less money available for Class Members after all was said and done. This is not just an
19 abstract contention. The risks and expenses of further litigation outweighed any benefit that might
20 have been gained otherwise. These risks of further litigation include a determination that the claims
21 were unsuitable for class treatment and/or representative adjudication, failure to obtain
22 certification, class de-certification after certification of a class, allowing a jury to decide the claims
23 asserted in the cases, and the real possibility of no recovery after years of litigation. Additionally,
24 the Parties were moving into the phase of the litigation where they would have to conduct a
25 significant amount of additional formal discovery, including and not limited to, depositions of
26 Defendant's Person Most Knowledgeable designees, expert witnesses and percipient witnesses,
27 such as managers, supervisors, and other current and former employees throughout the State of

28 ⁴⁵ Hosseini Decl., ¶ 10.

⁴⁶ *Id.*, ¶¶ 7-10.

California. In contrast, the Settlement Agreement provides real and significant benefits for the Class here and now, while avoiding the further expenses, risks, and delay of prolonged litigation with only the possibility of recovery.

It would be grossly inefficient for such a large class of current and former employees to bring individual actions to recover from Defendant for the alleged violations of wage-and-hour laws. Moreover, the potential individual recovery that could be obtained by a Class Member would not be significant enough to provide him or her with the incentive to sue. By granting final approval of the Settlement Agreement, the Court can approve a resolution that provides a certain and substantial recovery for Class Members.

C. The Settlement Is Fair, Reasonable, and Adequate.

The Settlement Agreement represents a fair, reasonable, and adequate resolution of the cases. The Settlement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information in the context of preparing for mediation and conducting ongoing settlement negotiations. The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in this matter. Moreover, considering all of the facts in the cases, the Total Settlement Amount represents a considerable recovery.

The Net Settlement Amount is currently estimated to be \$220,559.09.⁴⁷ Each Settlement Class Member will be paid a *pro rata* share of the Net Settlement Amount, based on the number of Workweeks credited to him or her during the Class Period.⁴⁸ There are currently two hundred and thirty-one (231) Settlement Class Members, representing one hundred percent (100%) of the Class Members.⁴⁹ The highest Individual Settlement Share is currently estimated to be \$3,528.47 and the average Individual Settlement Share is currently estimated to be \$954.80.⁵⁰ The highest Individual PAGA Payment is currently estimated to be \$206.90 and the average Individual PAGA Payment is currently estimated to be \$107.76.⁵¹ These are significant individual recoveries,

⁴⁷ Phoenix Decl., ¶ 14.

⁴⁸ Settlement Agreement, ¶ 7.s.

⁴⁹ Phoenix Decl., ¶ 11.

⁵⁰ *Id.*, ¶ 14.

⁵¹ *Id.*, ¶ 15.

particularly in light of the risks of litigation.

At the final approval stage, “[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel.” *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to distribute the Net Settlement Amount. In light of the above considerations, Class Counsel believes that the Agreement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members and the State of California.⁵² Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, has experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement Agreement.

D. The Class Was Represented by Competent Counsel.

Class Counsel has extensive experience in employment class action law and complex wage-and-hour litigation. Lawyers for Justice, PC has been appointed class counsel in numerous complex wage-and-hour cases, and has recovered millions of dollars for individuals in California.⁵³ Both parties’ counsel were capable of assessing the strengths and weaknesses of the Class Members’ claims against Defendant and the benefits of the Settlement Agreement under the circumstances of the cases and in the context of a private, consensual settlement agreement.

E. There Are No Objections to the Settlement.

The Settlement Agreement has been well received by the Class thus far – *not a single Class Member objected to the Class Settlement to date.*⁵⁴ Specifically, no objections have been made as to the Total Settlement Amount or requested Attorneys’ Fees and Costs, Enhancement Award, Settlement Administration Costs, or PAGA Amount. California courts have consistently found that a small number of objectors indicates support for a settlement and strongly favors final

⁵² Hosseini Decl., ¶ 24.

⁵³ *Id.*, ¶¶ 17-21.

⁵⁴ Phoenix Decl., ¶ 9.

1 approval. *Wershba*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); 7-
2 *Eleven Owners*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

3 Accordingly, the Settlement as a whole is presumed to be fair, reasonable, and adequate,
4 and the Court should grant final approval of the Settlement Agreement in its entirety. *Dunk*, 48
5 Cal.App.4th at 1802.

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

8 **A. Legal Standard for Attorneys' Fees in a Class Action Settlement.**

9 Trial courts have "wide latitude" in assessing the value of attorneys' fees and their
10 decisions will "'not be disturbed on appeal absent a manifest abuse of discretion.'" *Lealao v.*
11 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122,
12 1132 (The "experienced trial judge is the best judge of the value of professional services rendered
13 in his court[.]"); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118. Where
14 the amount of a settlement is a "certain easily calculable sum of money," California courts may
15 calculate attorneys' fees as a reasonable percentage of the settlement. Weil and Brown, *California*
16 *Practice Guide, Civil Procedure Before Trial*, Chapter 14, § 14:145; *see also Laffitte v. Robert*
17 *Half Int'l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk*, 48 Cal.App.4th at 1808. The percentage-of-the-
18 benefit approach is preferred in class and representative actions because "it better approximates
19 the workings of the marketplace than the lodestar approach." *Lealao*, 82 Cal.App.4th at 49.

20 California law provides that an attorneys' fees award should be equivalent to fees paid in
21 the legal marketplace for the result achieved and risk incurred. *Id.* at 47-50; *Laffitte v. Robert Half*
22 *Int'l, Inc.* (2016) 1 Cal.5th 480, 503. In *Lealao*, the court held that when an action leads to a
23 recovery that can be "monetized" with a reasonable degree of certainty, the trial court should
24 "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace
25 in comparable litigation." *Lealao*, 82 Cal.App.4th at 50. Fee awards that are too small will "chill
26 the private enforcement essential to the vindication of many legal rights and obstruct the
27 representative actions that often relieve the courts of the need to separately adjudicate numerous
28 claims." *Lealao*, 82 Cal.App.4th at 53.

1 “The ultimate goal . . . is the award of a ‘reasonable’ fee to compensate counsel for their
2 efforts, irrespective of the method of calculation.” *Consumer Privacy Cases* (2009) 175
3 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th
4 1253, 1270). It is not an abuse of discretion to choose one method over another as long as the
5 method chosen is applied consistently using percentage figures and/or rates that accurately reflect
6 the marketplace. In cases where class members present claims against a settlement amount and the
7 settlement agreement provides that the defendant agrees to paying the attorneys a percentage of
8 the same, use of that percentage method is appropriate. *Lealao*, 82 Cal.App.4th at 32.

9 Historically, courts have awarded fees as high as fifty percent (50%) of the settlement,
10 depending on the circumstances of the case. Conte & Newberg, *Newberg on Class Actions* (4th
11 Ed., 2002) § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494
12 (awarding attorneys’ fees in the amount of 45% of the settlement amount of \$7.3 million); *Beech*
13 *Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding
14 approximately 53% of the settlement amount as attorneys’ fees). California courts routinely
15 approve class action attorneys’ fees awards “averag[ing] around one-third of the recovery.” *Chavez*
16 *v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of
17 contingency fee in marketplace was appropriate in class actions); *see also Laffitte*, 1 Cal.5th at 488
18 & 506 (approving fee award of 1/3 of common fund of \$19 million).

19 **B. A Fee Award of a Percentage of the Entire Fund Is Appropriate.**

20 California and federal courts have long recognized that an appropriate method for
21 determining the award of attorneys’ fees is based on a percentage of the total value of benefits
22 made available to class members by the settlement. *Laffitte*, 1 Cal.5th at 503; *Boeing Co. v. Van*
23 *Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Gaulty* (9th Cir. 1989) 886
24 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v.*
25 *Priest* (1977) 20 Cal.3d 25, 34.⁵⁵ The purpose of this equitable doctrine is to spread litigation costs
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28 ⁵⁵ The California Supreme Court has urged trial courts to consider class action federal authority. *Green v. Obledo* (1981) 29 Cal.3d 126, 146; *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

1 proportionally among all the beneficiaries so that the active beneficiary does not bear the entire
2 burden alone. See *Vincent*, 557 F.2d at 769.

3 The propriety of calculating and awarding attorneys' fees as a percentage of a monetary
4 settlement that has, by litigation, been preserved or recovered for the benefit of others, has been
5 confirmed by the California Supreme Court. *Laffitte*, 1 Cal.5th 480 at 486 & 506. The California
6 Supreme Court has taken the position that while "[t]rial courts have discretion to conduct a lodestar
7 cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check
8 and use other means to evaluate the reasonableness of a requested percentage fee[.]" and "[t]he
9 percentage [...] method survives in California." *Id.* (internal quotes omitted). In *Lealao*, the Court
10 of Appeal expressly held that a percentage-based fee "may be calculated on the basis of the total
11 fund made available rather than the actual payments made to the class." *Lealao*, 82 Cal.App.4th at
12 51; see also *Boeing*, 444 U.S. at 478 ("a litigant or a lawyer who recovers" a settlement "for the
13 benefit of persons other than himself or his client is entitled to a reasonable attorneys' fee from the
14 fund as a whole"). In *Wershba v. Apple Computer, Inc.*, (2001) 91 Cal.App.4th 224, in determining
15 reasonable attorneys' fees, the Court of Appeal valued a settlement based on the total value of the
16 settlement made available to class members by the efforts of counsel, decided in favor of granting
17 fees as a percentage of the total value of the settlement, and rejected an objection that the fees be
18 awarded based on the exact amount claimed by class members. *Id.* at 247.

19 When the cases were originally filed, not only was a recovery inescapably contingent, but
20 the prospect of a long, drawn-out battle with defendants represented by experienced counsel, was
21 almost a certainty. By taking on this "battle" on a contingency basis, Class Counsel risked
22 substantial economic loss if the results were not successful. This substantial risk is the reason that
23 the courts approve the use of the percentage method when a settlement is obtained by the efforts
24 of class counsel. See *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49 (discussing the
25 risks of engaging in litigation without certainty of compensation).

26 Under the terms of the Settlement Agreement, Defendant will pay a Total Settlement
27 Amount of \$476,497.55 on a non-reversionary basis. The requested attorneys' fees are 35% of the
28 total value of the monetary settlement.

Class Counsel has obtained a substantial recovery on behalf of Plaintiff, the Class, PAGA Employees and the State of California, and the results achieved justify an attorneys' fees award that is the equivalent of the standard market fee and that is consistent with the contingency-fee agreement entered into by and between Plaintiff and Class Counsel. In light of Class Counsel's successful prosecution and resolution of the case, the requested attorneys' fees are appropriate and reasonable.

C. **The Attorneys' Fees Requested Is Reasonable Based on the Factors Considered in Determination of Fee Awards.**

In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors to be considered in determining whether fee awards are reasonable: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform the legal services properly; (4) the preclusion of other employment by the attorney due to the acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitation imposed by the client or the circumstances; (8) the amount involved and results obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772.

Each and every one of these factors favors the attorneys' fees sought here; however, some of the most relevant factors to this Court's fee determination will be addressed herein. The Attorneys' Fees in the amount of \$166,774.14 (which is 35% of the Total Settlement Amount) is commensurate with the time, effort, and expense dedicated to the cases, the contingent nature of Class Counsel's fee and the risks taken in commencing the cases, the skill and determination required, the results that Class Counsel have achieved, and the value of the settlement that Class Counsel have obtained for the Class Members.

1. Time & Labor.

Class Counsel used its experience and skills, and dedicated the full extent of resources, to litigate and bring this matter to a successful conclusion on behalf of the Class. As outlined in the Declaration of Yasmin Hosseini, Class Counsel has fully and actively participated in litigation of

the Actions.⁵⁶ Moreover, as demonstrated in the supporting declarations, Class Counsel have extensive experience in the handling of class actions and complex litigation cases.⁵⁷

Class Counsel has dedicated staffing and monetary resources necessary to prosecute this matter diligently and with maximum efficiency and has fully and actively participated in the litigation process. The Task and Time Chart, which is attached as EXHIBIT A to the accompanying Declaration of Yasmin Hosseini, sets forth in detail the hours that Lawyers for Justice, PC has spent performing tasks on behalf of Plaintiff and the Class.⁵⁸ The Task and Time Chart is thorough and comprehensive, and was prepared so that the Court can peruse it without having to set forth each and every task in the body of this Motion. The Court is respectfully referred to the chart, which sets forth the history of the work performed by Class Counsel, commencing with the pre-filing analysis and research, and continuing up to settlement and final approval. Class Counsel has spent 370.50 hours performing tasks and to obtain a significant recovery on behalf of Plaintiff, the Class, and the State of California.⁵⁹ These hours were required to bring this matter to its successful conclusion. In light of the value of time expended and the carrying of costs involved in litigating these cases, the requested attorneys' fees are fair, adequate, and reasonable.

2. *The Skill Required to Perform Legal Services Properly.*

The skill required to properly litigate the cases is evident not only in the results achieved, but in the steps necessary to reach those results. Defendant retained well-respected counsel to represent its defenses. Defendant and its counsel felt very strongly about Defendant's ability to obtain a denial of certification and to prevail on the merits. Plaintiff and Class Counsel believed that they would have obtained class certification and prevailed at trial.

Class Counsel undertook significant investigation, analysis, and research prior to filing these cases, during the litigation, and prior to the mediation. Class Counsel took steps to prepare the matter for class certification and representative adjudication and had every intention of taking the cases to trial on a class-wide basis if Defendant did not offer an appropriate class-wide

⁵⁶ Hosseini Decl, ¶¶ 7-9.

⁵⁷ *Id.*, ¶¶ 17-21.

⁵⁸ *Id.*, ¶¶ 13, 14 & Exh. A.

⁵⁹ *Id.*, ¶¶ 14 & Exh. A.

1 settlement. Despite all of the obstacles that had to be overcome, as demonstrated in the Declaration
2 of Yasmin Hosseini, Class Counsel used its extensive experience in the handling of class actions
3 and complex wage-and-hour litigation matters in order to obtain the Agreement with maximum
4 efficiency.⁶⁰

5 **3. The Value of the Settlement for the Class Members.**

6 The Settlement Agreement represents an excellent resolution of the actions, given the risks
7 inherent in litigating the cases through certification proceedings, trial, and/or appeals. Had the
8 cases not settled, Defendant would have vigorously challenged certifiability, manageability of
9 representative adjudication, and liability. Defendant, however, faced risks if the Court certified a
10 class and allowed a jury to decide the claims. Additionally, preparing the cases for trial would have
11 been expensive for the Parties.

12 The Settlement Agreement at this stage is preferred over continued litigation because such
13 resolutions save time and money that would otherwise go to litigation. The risks and expenses of
14 further litigation outweighed any benefit that might have been gained otherwise. The Settlement
15 Agreement provides an immediate recovery, as opposed to an uncertain result in the future after
16 prolonged litigation involving expert discovery, trial preparation, class certification proceedings,
17 and appellate review of those proceedings. The Settlement Agreement offers significant monetary
18 relief to the Class Members.

19 **4. Whether the Fee Is Fixed or Contingent.**

20 In determining the reasonableness of a fee award in a class action settlement, whether or
21 not representation is provided on a contingency basis is an important factor:

22 A contingent fee must be higher than a fee for the same legal services paid as they
23 are performed. The contingent fee compensates the lawyer not only for the legal
24 services he renders but for the loan of those services. A lawyer who both bears the
25 risk of not being paid and provides legal services is not receiving the fair market
26 value of his work if he is paid only for the second of these functions. If he is paid
27 no more, competent counsel will be reluctant to accept fee award cases.

28 *Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations omitted). Plaintiff
entered into a contingency fee agreement with Class Counsel, and the representation of the Class

⁶⁰ Hosseini Decl., ¶¶ 17-21.

provided by Class Counsel has been wholly contingent. Class Counsel took on the cases without knowing whether any recovery would be obtained. Class Counsel has invested 370.50 hours of time to obtain relief on behalf of Plaintiff, Class Members and the State of California.⁶¹ Class Counsel has also incurred litigation costs and expenses in the amount of \$24,164.32.⁶²

Class Counsel has borne all the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁶³ Considering the work performed and the risks incurred, the requested fees and costs are reasonable and should be awarded.

5. The Amount Involved and the Results Achieved.

The court in *Camden* noted that, “a key element of the common fund case is that fees are [...] taken from the fund [...] and a common fund is itself the measure of success ... [and] represents the benchmark on which a reasonable fee will be awarded.” *Camden*, 946 F. 2d 768, fn. 28 (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force* (October 8, 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)). The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this matter, are considerable. The Settlement Agreement has yielded a positive response from the Class Members thus far—no Class Members objected to the Class Settlement to date.⁶⁴

6. The Reputation and Ability of the Attorneys.

Lawyers for Justice, PC is a recognized class action law firm that employed its attorneys’ knowledge, skills, and experience in bringing this matter to a successful conclusion. Class Counsel has years of complex and class action litigation experience, has recovered millions of dollars on behalf of thousands of individuals in California, and has successfully handled numerous significant wage-and-hour class action and complex cases.⁶⁵

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⁶¹ Hosseini Decl., ¶ 14 & Exh. A.

⁶² *Id.*, ¶ 22, Exh. B.

⁶³ *Id.*, ¶ 22.

⁶⁴ Phoenix Decl., ¶ 9.

⁶⁵ Hosseini Decl., ¶¶ 17-21.

1 **D. The Lodestar Methodology Also Justifies Approval of the Requested Fees,**
2 **Because Class Counsel Has Performed Work That Is of Significant Value**
3 **Based On Reasonable Hours and Prevailing Hourly Rates of Compensation.**

4 While the percentage-of-the-benefit approach is endorsed as the better approximation of
5 the workings of the marketplace than the lodestar approach, courts may also use the lodestar
6 method to “cross-check” the results of the other. See *Laffitte*, 1 Cal.5th at 505 (explaining that “[a]
7 lodestar cross-check is simply a quantitative method for bringing a measure of the time spent by
8 counsel into the trial court’s reasonableness determination”); see also, e.g., *Vizcaino*, 290 F.3d at
9 1050 (“[W]hile the primary basis of the fee award remains the percentage method, the lodestar
10 may provide a useful perspective on the reasonableness of a given percentage award.”).
11 Importantly, “the lodestar calculation . . . does not override the trial court’s primary determination
12 of the fee as a percentage” of the settlement amount and “does not impose an absolute maximum
13 or minimum on the potential fee award.” *Laffitte*, 1 Cal.5th at 505.

14 The lodestar is calculated based on reasonable hours at reasonable prevailing hourly rates
15 for the attorneys. *Ketchum*, 24 Cal.4th at 1131-32. Under California law, counsel is entitled to
16 compensation for every hour reasonably spent on the matter. *Id.* at 1133.

17 **1. *The Number of Hours Spent on the Litigation was Reasonable.***

18 The reasonableness of hours is assessed by “the entire course of the litigation, including
19 pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]” *Vo v.*
20 *Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.

21 As discussed above, the cases were highly contested and required a significant amount of
22 time and labor. Defendant made it clear very early on that it disputed all of the allegations of the
23 cases and disputed that the matter was appropriate for class or representative treatment. Defendant
24 raised affirmative defenses and denied liability, and the pursuit of the cases involved gathering and
25 analyzing data not only from Defendant but also from the Class Members. The handling of the
26 cases involved a great amount of effort and also required and involved the exercise of a high level
27 of skill, which Class Counsel has as a result of its extensive experience in employment class actions
28 and complex wage-and-hour litigation. Long and difficult battles would have followed as the cases
 moved toward certification and trial, including taking and defending depositions of Defendant’s

Person Most Knowledgeable designees, percipient witnesses, and experts, propounding additional discovery requests and conducting additional document production, and engaging in extensive motion practice. As Class Counsel geared up for these battles, Class Counsel undertook intense preparation in an attempt to resolve the entire matter through mediation.

Class Counsel had to bring together a volume of information, documents and data that were obtained from Defendant, Plaintiff, and through other sources. Class Counsel conducted extensive review and analysis of the information, documents and data to strategize the action and to prepare for mediation and engage in settlement discussions.

As discussed above in Part VI.C.1, *infra*, attached to the Declaration of Yasmin Hosseini is a task and time chart that sets forth in detail the numerous tasks that Class Counsel performed on behalf of Plaintiff and the Class, and the time required for completing those tasks.⁶⁶ The chart demonstrates that Class Counsel has spent a total of 370.50 hours litigating the cases and finalizing the Settlement Agreement.⁶⁷ In light of the facts and circumstances of the cases, as well as the results that Class Counsel has achieved in these cases, Class Counsel has spent a reasonable number of hours on this matter. In addition, Class Counsel will continue to perform work on this matter through the date of final approval and in connection with the implementation of the Settlement.

2. The Fees Requested Represent a Reasonable Hourly Rate of Compensation in Light of Class Counsel's Efforts and Experience.

Both California and federal courts recognize that attorneys should be compensated for providing representation on a contingency basis and for taking on the risks associated with said representation, as well as being provided with financial incentives to enforce important rights and protections like those at issue in this action. See *Ketchum*, 24 Cal.4th at 1132-33. In awarding attorneys' fees, the aim is to mirror "the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." See *id.*

Class Counsel has been actively involved in this matter, prior to its commencement and all

⁶⁶ Hosseini Decl., Exh. A.

⁶⁷ *Id.*, ¶¶ 14 & Exh. A.

the way up to the present, and Class Counsel's dedication to providing representation in these cases has precluded other employment. Here, Class Counsel bore the risk that, despite all of its efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful in reaching a settlement of \$476,497.55.

As set forth in the Declaration of Yasmin Hosseini, the professional backgrounds and experience of Class Counsel support a reasonable rates of compensation between \$575 and \$1,495 per hour for services provided by Class Counsel.⁶⁸ While the circumstances of every case are unique, the fact remains that the work performed and efforts undertaken by Class Counsel on behalf of the Class Members justify the requested attorneys' fees.

Applying the individual attorneys' rates to their hours for services provided by Class Counsel would place a reasonable value of \$310,108.00 based on lodestar, for the work performed by Class Counsel. However, Class Counsel only seeks attorneys' fees in the amount of \$166,774.14, which is 35% of the total recovery, as provided for by the Settlement Agreement.

The lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested attorneys' fees. Accordingly, Plaintiff respectfully requests that the Court grant final approval of, and award, attorneys' fees in the amount of \$166,774.14 to Class Counsel.

VIII. ATTORNEYS' COSTS ARE FAIR AND REASONABLE AND SHOULD BE APPROVED.

The Settlement Agreement provides for attorneys' costs of up to \$30,000.00. As set forth in the Declaration of Yasmin Hosseini, Class Counsel seeks reimbursement of \$24,164.32 in litigation costs and expenses incurred in the cases.⁶⁹ This amount was reasonable and necessary in the prosecution of the cases and to obtain the Agreement.⁷⁰ The cost savings of \$5,835.68 will be part of the Net Settlement Amount, which will be distributed to Settlement Class Members in accordance with the Agreement.⁷¹ Accordingly, Plaintiff requests that the Court award litigation costs and expenses in the amount of \$24,164.32 to Class Counsel.

⁶⁸ Hosseini Decl, ¶ 14.

⁶⁹ *Id.*, ¶¶ 22 & Exh. B.

⁷⁰ *Id.*, ¶ 22

⁷¹ *Ibid.*

1 **IX. THE SETTLEMENT ADMINISTRATION COSTS ARE FAIR AND**
2 **REASONABLE AND SHOULD BE APPROVED.**

3 As set forth in the accompanying Phoenix Declaration, the total costs incurred and to be
4 incurred by Phoenix for the notice and settlement administration process are \$7,500.00.⁷² The costs
5 incurred and to be incurred include, but are not limited to, (i) preparing, translating, printing, and
6 mailing the *Notice of Class Action Settlement* (“Class Notice”); (ii) responding to inquiries from
7 Class Members; (iii) calculating the number of Workweeks each Class Member worked during the
8 period from December 16, 2018 to February 20, 2025 (“Class Period”) and the number of PAGA
9 Pay Periods that each PAGA Employee worked during the time period from October 6, 2021 to
10 February 20, 2025 (“PAGA Period”); (iv) determining the validity of letters indicating a request
11 to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the
12 Class Settlement (“Notice of Objection”), and/or dispute regarding the number of Workweeks
13 and/or PAGA Pay Periods submitted by Class Members (“Workweeks Dispute”); (v) calculating
14 the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi)
15 calculating and issuing the Individual Settlement Payments and distributing them to Settlement
16 Class Members and Individual PAGA Payments to PAGA Employees; (vii) issuing the payment
17 to Class Counsel for attorneys’ fees and costs, the Enhancement Award to Plaintiff, and the
18 employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks
19 as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.⁷³

20 Accordingly, the Court should grant final approval of payment to Phoenix, a necessary
21 third-party administrator, for its handling of the notice and settlement process, in the amount of
22 \$7,500.00.

23 **X. THE REQUESTED ENHANCEMENT AWARD IS FAIR AND REASONABLE**
24 **AND SHOULD BE APPROVED.**

25 The Settlement Agreement provides for an Enhancement Award in the amount of
26 \$7,500.00 to Plaintiff to compensate Plaintiff for the time and effort that he expended on behalf of
27 the Class. The requested Enhancement Award is common and reasonable and should be awarded.
28 In determining whether to make service payments, courts consider the following factors: (1) the

⁷² Phoenix Decl., ¶ 17.

⁷³ *Id.*, ¶ 2.

1 risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety
2 and personal difficulties encountered by the class representatives; (3) the amount of time and
3 efforts spent by the class representatives; (4) the duration of the litigation; and (5) the personal
4 benefit (or lack thereof) enjoyed by the class representatives as a result of the litigation. *Vranken*
5 *v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving \$50,000 participation
6 award to a single class representative).

7 The requested Enhancement Award is fair and appropriate because Plaintiff spent a
8 substantial amount of time and effort producing relevant documents and past employment records,
9 as well as providing the facts and evidence to support the prosecution of the claims.⁷⁴ Plaintiff was
10 available whenever Class Counsel needed him and actively tried to obtain, and gave, information
11 to support the pursuit of the cases.⁷⁵

12 Accordingly, it is appropriate and just for Plaintiff to receive \$7,500.00 as a reasonable
13 Enhancement Award in addition to his individual settlement payments.

14 **XI. CONCLUSION**

15 For the foregoing reasons, Plaintiff respectfully requests that the Court grant final approval
16 of the Settlement Agreement, and award Attorneys' Fees and Costs, Enhancement Award,
17 Settlement Administration Costs, and PAGA Amount, in their entirety, as sought herein; and
18 permit the filing of a memorandum that exceeds the page limit.

19
20 Dated: November 10, 2025

LAWYERS for JUSTICE, PC

21 By: 
22 Ryan Slinger
23 Attorneys for Plaintiff and the Class
24
25
26
27

28 ⁷⁴ Hosseini Decl., ¶ 23.; Declaration of John Bernardino ("Bernardino Decl.") ¶¶ 3-5.

⁷⁵ Ibid.