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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RONALD EVANS; individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

SWEETENER PRODUCTS CO., an unknown business entity; SWEETENER PRODUCTS, INC., a California corporation; VERNON WAREHOUSE CO., an unknown business entity; VERNON CENTRAL WAREHOUSE, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

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

Plaintiff,

vs.

SWEETENER PRODUCTS CO., an unknown business entity; SWEETENER PRODUCTS, INC., a California corporation; VERNON WAREHOUSE CO., an unknown business entity; VERNON CENTRAL WAREHOUSE, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 22STCV38329 (LEAD)
[*Consolidated with Case No. 22NWCV01544*]

NOTICE OF UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM IN SUPPORT THEREOF

Hearing Information:

Date:	December 10, 2026
Time:	10:00 a.m.
Dept.:	9
Judge:	Hon. Elaine Lu

[Filed concurrently with: (1) Declaration of Devin Rauchwerger; (2) Declaration of Brian St. John; (3) Declaration of Plaintiff Ronald Evans; (4) Declaration of Taylor Mitzner; and (5) [Proposed] Order]

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on December 10, 2026, at 10:00 a.m. in Department 9 of the Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, Plaintiff Ronald Evans ("Plaintiff") will apply to this Court for an order granting final approval of the Amended Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") between Plaintiff and Defendants Vernon Central Warehouse, Inc. dba Sweetener Products Co., and Sweetener Products, Inc. (collectively, "Defendants") (collectively with Plaintiff, the "Parties"). As part of that approval, Plaintiff will request that the Court:

1. Grant final approval of the Settlement attached to the Declaration of Devin E. Rauchwerger, on the grounds that the proposed settlement is fair, adequate, and reasonable because:

a. The non-reversionary Net Settlement Amount of approximately $356,276.49, subject to the amounts ultimately approved by the Court, will be paid to Participating Class Members;

b. Notice was mailed to all 188 Class Members pursuant to the Settlement, and Phoenix performed address searches and re-mailed notices as described in the Declaration of Taylor Mitzner;

c. As of October 22, 2026, no objections had been received by the Settlement Administrator, Phoenix Settlement Administrators ("Phoenix" or "Settlement Administrator"); and

d. As of October 15, 2026, no requests for exclusion had been received. The extended response deadline for Class Members whose notices were re-mailed is October 27, 2026; accordingly, the participation and objection results remain subject to an update after that deadline;

2. Award attorneys' fees in the amount of $240,263.10 (35% of the $686,466.00 Gross Settlement Amount) to Domb & Rauchwerger LLP and Lawyers for Justice, PC ("Class Counsel");

3. Award costs to Class Counsel in the total amount of $24,426.41 for litigation costs

and expenses;

4. Award payment of $8,000.00 to the Settlement Administrator for the costs of settlement administration;

5. Award a Class Representative Service Payment of $7,500.00 to Plaintiff Ronald Evans;

6. Approve payment of $50,000.00 for penalties pursuant to California Labor Code section 2698 et seq., the Private Attorneys General Act of 2004 ("PAGA"), and the distribution of seventy-five percent of these penalties ($37,500.00) to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent ($12,500.00) to Aggrieved Employees as defined in the Settlement Agreement, for the PAGA Period of October 3, 2021, through December 8, 2025;

7. Order the funding and distribution of the Gross Settlement Amount in the manner set forth in the Settlement Agreement;

8. Enter the proposed Order and Judgment granting final approval of the Settlement; and

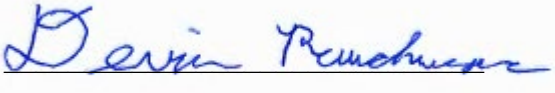
9. Set a final compliance/accounting hearing to monitor completion of the distribution process on a date determined by the Court.

The motion is based upon this notice; the attached memorandum of points and authorities; the Declaration of Devin E. Rauchwerger and all exhibits attached thereto; the Declaration of Brian J. St. John and all exhibits attached thereto; the Declaration of Plaintiff Ronald Evans; the Declaration of Taylor Mitzner on behalf of Phoenix Settlement Administrators and all exhibits attached thereto; the pleadings and other records on file with the Court in this matter; and any further evidence or argument that the Court may properly receive at or before the hearing.

Date: October 22, 2026

Respectfully submitted,

DOMB & RAUCHWERGER LLP

By: 

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff seeks final approval of a class action and PAGA settlement with Defendants. (Declaration of Devin Rauchwerger ("Rauchwerger Decl.") ¶ 2, **Exhibit 1**, Amended Class Action and PAGA Settlement Agreement ("SA") § 1.1.) The Settlement provides for: (1) a non-reversionary Gross Settlement Amount of $686,466.00; (2) an attorneys' fees request in the amount of $240,263.10 (35% of the Gross Settlement Amount); (3) litigation costs and expenses incurred by Class Counsel in the amount of $24,426.41; (4) payment of $50,000.00 for PAGA Penalties, with $37,500.00 allocated to the LWDA and $12,500.00 allocated to Aggrieved Employees; (5) payment of $8,000.00 to the Settlement Administrator for costs associated with administration of the Settlement; and (6) a requested Class Representative Service Payment of $7,500.00 to Plaintiff Ronald Evans. (SA, §§ 3.1–3.2.5; Declaration of Taylor Mitzner ("Phoenix Decl.") ¶¶ 12, 14, 16.)

Assuming approval of the requested payments, the estimated Net Settlement Amount ("NSA") is $356,276.49. (Phoenix Decl. ¶ 13.) Phoenix identified 188 Class Members who collectively worked 36,091 Workweeks during the Class Period of December 8, 2018, through December 8, 2025. (SA §§ 1.12, 4.1; Phoenix Decl. ¶¶ 2–3, 11.) As of October 15, 2026, Phoenix had received no requests for exclusion; the final number of Participating Class Members remains subject to the October 27, 2026 extended response deadline for re-mailed notices. (Phoenix Decl. ¶ 8.)

Based upon the calculations stipulated to in the Settlement, the highest estimated Individual Class Payment is approximately $3,613.01, the lowest is approximately $9.87, and the average is approximately $1,895.09, before applicable employee tax withholdings. (Phoenix Decl. ¶ 13.) These estimates remain subject to the amounts ultimately approved by the Court and the final participation results. (Phoenix Decl. ¶¶ 8, 13–14.)

The 148 Aggrieved Employees will receive their allocated shares of the $12,500.00 employee portion of the PAGA Penalties, based on 11,191 pay periods worked during the PAGA Period of October 3, 2021, through December 8, 2025. (SA §§ 1.30, 3.2.5.1; Phoenix Decl. ¶¶

2, 14.) The highest estimated Individual PAGA Payment is approximately $122.87, the lowest is approximately $1.12, and the average is approximately $84.46. (Phoenix Decl. ¶ 14.)

This matter has required 338.30 hours of attorney time by Class Counsel across two law firms. (Rauchwerger Decl. ¶ 21, Exhibit 3; St. John Decl. ¶ 15, Exhibit A.) The requested fee of $240,263.10 represents 35% of the Gross Settlement Amount. As discussed below, Class Counsel submit that the requested fee is reasonable in light of the work performed, the risks undertaken, and the recovery obtained.

On July 23, 2026, the Court preliminarily approved the Settlement. (Rauchwerger Decl. ¶ 8, Exhibit 2, July 23, 2026 Order.) Phoenix thereafter mailed notice to all 188 Class Members and conducted address searches and re-mailings for returned notices; as of October 15, 2026, one notice remained undeliverable. (Phoenix Decl. ¶¶ 5–7.) As of that date, Phoenix had received no requests for exclusion, objections, or Workweek disputes. (Phoenix Decl. ¶¶ 8–10.) The initial response deadline was October 13, 2026, and the extended deadline for re-mailed notices is October 27, 2026. (*Ibid*.) The response received to date supports final approval, subject to updated administration results following expiration of the extended deadline. Accordingly, Plaintiff respectfully requests that the Court grant final approval of the Settlement and approve the requested payments.

In order to efficiently present the Court with adequate information to determine whether to grant final approval of the Settlement and award the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, and PAGA Penalties, Plaintiff also moves for an order permitting the filing of this single consolidated memorandum, although it exceeds the page limit established by California Rules of Court, rule 3.1113(d), instead of filing several separate motions.

II. BACKGROUND AND PROCEDURAL HISTORY

A. The Pleadings & Nature of The Action

Defendants make and supply a variety of sweetener products, including sugar and liquid sweeteners, to bakeries and other end users. (Rauchwerger Decl. ¶ 3.) Defendants have two locations in California and one in Washington, and are headquartered in Vernon, California.

(*Id*.)

On October 3, 2022, Plaintiff submitted a letter to the Labor and Workforce Development Agency alleging various violations of the California Labor Code. (St. John Decl. ¶ 2.) On December 8, 2022, Plaintiff filed the Class Action in Los Angeles County Superior Court, Case No. 22STCV38329, alleging a single cause of action against Defendants for violation of California Business and Professions Code section 17200 *et seq.*, based on underlying violations of the Labor Code and Wage Orders, including: (1) failure to pay overtime; (2) failure to provide compliant meal periods; (3) failure to provide compliant rest periods; (4) failure to pay all minimum wages owed; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep accurate payroll records; and (9) failure to reimburse necessary business expenses. (*Id*.)

Also on December 8, 2022, Plaintiff commenced a separate Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code section 2698 et seq., in Los Angeles County Superior Court, Case No. 22NWCV01544 ("PAGA Action"), alleging the same Labor Code violations alleged in the Class Action, but on a representative basis. (*Id*.) On June 7, 2023, the Class Action and PAGA Action were consolidated, with the Class Action designated as the lead case. (*Id*.)

B. <u>Informal Discovery Obtained By The Parties Prior to Mediation</u>

The Parties agreed to an informal exchange of information and documents prior to mediation. (St. John Decl. ¶ 9.) Defendants provided Class Counsel with employee data points (e.g. number of employees during different periods of time, workweeks, pay periods, average hourly rates, dates of employment, etc.) and all documents necessary for Class Counsel to fully assess the case, including 100% of the employee time records and wage statements for the class period as well as the relevant wage and hour policies and procedures applicable during the class period. (*Id*.) Class Counsel developed liability, damages, violation, and penalties valuation models in the course of preparing for mediation. (*Id*.) The Parties also held numerous meetings and informal conferences prior to the mediation wherein they exchanged information, additional

class data, and theories of the case so that both sides could be prepared for a productive mediation. (*Id*.)

C. Mediation With Tagore Subramaniam, Esq.

The Parties participated in a full-day mediation with Tagore Subramaniam, Esq. on July 22, 2024. (St. John Decl. ¶ 10.) The Parties agreed to use Mr. Subramaniam based on his excellent skills and experience as a mediator in wage-and-hour class actions such as this one. (*Id*.) Despite Mr. Subramaniam's efforts, the Parties were not able to resolve the case at mediation and instead continued litigation. (*Id*.) Once it was clear that the case was not immediately resolving after mediation, Lawyers for Justice, PC associated Domb & Rauchwerger LLP to continue litigating the Actions. (*Id*.)

D. Motion for Preliminary Approval.

On May 19, 2026, Plaintiff filed his Motion for Preliminary Approval of the proposed class action and PAGA Settlement. On July 12, 2026, the Court issued a tentative ruling identifying issues the Parties needed to address before preliminary approval could be granted. On July 20, 2026, Plaintiff filed supplemental briefing and supporting declarations and submitted an amended Settlement Agreement and proposed preliminary approval order addressing the Court's concerns. (Rauchwerger Decl. ¶ 8.) On July 23, 2026, the Court granted the Motion for Preliminary Approval and ordered the Parties to provide notice of the Settlement to the Class. (Rauchwerger Decl. ¶ 8, Exhibit 2, July 23, 2026 Minute Order Granting Preliminary Approval.) Phoenix mailed the Class Notice on August 14, 2026. (Phoenix Decl. ¶ 5.) The initial response deadline was October 13, 2026, and the extended deadline for Class Members whose notices were re-mailed was October 27, 2026. (Phoenix Decl. ¶¶ 8, 10–12.) Plaintiff will submit updated administration results after the extended deadline and before the Final Approval Hearing.

III. THE ADMINISTRATION PROCESS AND PLAN OF DISTRIBUTION

Phoenix was selected to provide notice and administer the Settlement, including calculating Individual Class Payments and Individual PAGA Payments pursuant to the Settlement Agreement. (Phoenix Decl. ¶ 2.)

On July 16, 2026, Phoenix received a data file from Defense Counsel containing Class Members' names, last known mailing addresses, and dates of employment. (Phoenix Decl. ¶ 3.) On August 7, 2026, Phoenix received a supplemental file containing Class Members' Social Security numbers. (*Id*.) The final mailing list contained 188 Class Members, who collectively worked 36,091 Workweeks during the Class Period. (Phoenix Decl. ¶¶ 3, 11.)

On August 2, 2026, Phoenix processed the names and addresses against the National Change of Address database maintained by the U.S. Postal Service to update Class Members' mailing addresses. (Phoenix Decl. ¶ 4.) Phoenix mailed the Class Notice to all 188 Class Members by first-class mail on August 14, 2026. (Phoenix Decl. ¶ 5.) Ten notices were returned without forwarding addresses, and Phoenix conducted skip-trace searches using TransUnion TLOxp. (Phoenix Decl. ¶ 6.) Updated addresses were obtained for nine Class Members, and their notices were promptly re-mailed by first-class mail. (Id.) As of October 15, 2026, one notice remained undeliverable. (Phoenix Decl. ¶ 7.)

The Settlement Agreement requires Defendants to fully fund the $686,466.00 Gross Settlement Amount, together with Defendants' share of payroll taxes, no later than 14 days after the Effective Date. (SA § 4.2.) Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. (SA § 4.3.)

The Net Settlement Amount will be distributed to each Participating Class Member based on that member's proportionate share of Workweeks worked during the Class Period. (SA § 3.2.4.) Each Individual Class Payment will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (*Id*.) The Administrator will calculate each Aggrieved Employee's Individual PAGA Payment by (a) dividing the Aggrieved Employees' $12,500.00 share of the PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during

the PAGA Period and (b) multiplying the result by that Aggrieved Employee's PAGA Pay Periods. (SA § 3.2.5.1.)

Individual Class Payments will be allocated 20% to wages and 80% to penalties and interest, with applicable employee tax withholdings deducted from the wage portion. (SA § 3.2.4.1.) Checks will remain negotiable for at least 180 days after mailing. (SA § 4.3.1.) Funds represented by uncashed and cancelled Individual Class Payment and Individual PAGA Payment checks will be transmitted to the California Controller's Unclaimed Property Fund in the names of the respective recipients. (SA §§ 4.3.3–4.3.4.)

The initial deadline for submitting requests for exclusion, objections, and Workweek disputes was October 13, 2026; the extended deadline for Class Members whose notices were re-mailed is October 27, 2026. (Phoenix Decl. ¶¶ 8–10.) As of October 15, 2026, Phoenix had received no requests for exclusion, objections, or Workweek disputes. (*Id.*) These results remain subject to an update following expiration of the extended response deadline.

The Settlement Agreement requires Phoenix to post the Final Approval and Judgment on the settlement website, along with other settlement documents. (SA § 7.8.1.)

Pursuant to Cal. Rule of Court 3.771(b), notice of final judgment will be provided to the class through an update to the website maintained by the Settlement Administrator, at https://evans-v-sweetener-products.phoenixcases.com/.

IV. STANDARD OF REVIEW FOR FINAL APPROVAL

The settlement of a class action requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794.) California courts look to federal authority for guidance with class action settlements. (*Id.* at 1801, n.7.) "In general, questions whether a settlement was fair and reasonable, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35, disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

Accordingly, a court's decision to approve a class action settlement may be reversed only upon a strong showing of "clear abuse of discretion." (*Hanlon v. Chrysler Corp.* (9th Cir.

1998) 150 F.3d 1011, 1026.) To determine whether the settlement is fair, courts consider relevant factors such as "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case." (*Wershba v. Apple Computer, Inc., supra,* 91 Cal.App.4th at p. 245.)

In considering the class settlement, the court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146.) The inquiry is not whether the settlement agreement is the best one that class members could have possibly obtained, but whether the settlement taken as a whole is "fair, adequate, and reasonable." (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55.) Even if the relief afforded by the proposed settlement is substantially narrower than it would be if the lawsuit was to be successfully litigated, that is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding prolonged litigation. (*Id*.) The burden is on the proponent of the settlement to show that it is fair and reasonable. (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at 245.) However, a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723.) The presumption does not relieve the Court of its obligation to independently evaluate the Settlement based on sufficient information concerning the claims' potential value and the risks of continued litigation. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129–130.)

//

V. THE SETTLEMENT IS PRESUMED FAIR

Because this court preliminarily approved the Settlement, it necessarily determined that the Settlement appeared at first glance to be fair and reasonable. The same factors that allowed the Court to preliminarily approve the settlement apply here and are reinforced in these moving papers including that: (1) the Settlement was reached through arm's-length bargaining; (2) investigation and discovery were sufficient to allow counsel and the court to act intelligently; and (3) class counsel are experienced in similar litigation. Additionally, the reaction of the class members (as of October 22, 2026, no class members had submitted a request for exclusion, an objection to any portion of the settlement or a dispute as to the number of Workweeks allocated), which was unknown at preliminary approval, also supports the reasonableness of the proposed Settlement. (Phoenix Decl. ¶¶ 8–10.)

A. The Settlement Was Reached Through Arm's Length Bargaining.

California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." (*Wershba v. Apple Computer, Inc., supra,* 91 Cal.App.4th at pp. 245; see also *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, 799). Here, the Parties participated in a full day of mediation on July 22, 2024, with Tagore Subramaniam, Esq., a mediator with substantial experience involving wage and hour class actions. (St. John Decl. ¶ 10.) The mediation occurred only after substantial informal discovery and extensive analysis of the claims at issue. (St. John Decl. ¶ 9.) The Parties negotiated at arm's length and in an adversarial, non-collusive process. (Rauchwerger Decl. ¶ 7.) Although the Parties did not resolve the matter at the July 22, 2024 mediation, they continued litigation and discovery and ultimately reached a settlement through direct negotiations on December 29, 2025. (Rauchwerger Decl. ¶ 7; SA § 2.4.) Defendants denied the allegations and any liability. (SA § 2.1.) Plaintiff was prepared to continue litigating the Action, including through class certification and trial.

B. There was Sufficient Investigation, Discovery and Analysis by Experienced Counsel

Lawyers for Justice, PC has been actively engaged in this litigation since the inception

of the Class Action, filed on December 8, 2022. (St. John Decl. ¶ 7.) Following the unsuccessful July 22, 2024 mediation, Lawyers for Justice, PC associated Domb & Rauchwerger LLP to continue litigating the Actions. The firms' work was coordinated and combined. (St. John Decl. ¶ 7.) Lawyers for Justice, PC fully and actively participated in the litigation of the Actions, including, but not limited to, preparing pleadings and other filings, developing case strategy, undertaking investigation and informal discovery, performing legal research, and conducting claims evaluation and analysis. (St. John Decl. ¶ 7.) Class Counsel conducted significant investigation into Plaintiff's claims before reaching a settlement. (St. John Decl. ¶¶ 9, 12.) Before initiating the Actions, Lawyers for Justice, PC investigated and researched the facts and law underlying Plaintiff's claims through discussions with Plaintiff, review of information and employment documents, and legal research concerning class certification, off-the-clock work, meal and rest periods, wage-and-hour enforcement, PAGA, and potential defenses. (St. John Decl. ¶ 9.) After its initial investigation, Lawyers for Justice, PC evaluated Plaintiff's claims as suitable for class-wide and representative adjudication because they appeared to arise from common policies or practices affecting similarly situated current and former non-exempt employees in California. (St. John Decl. ¶ 12.) Class Counsel investigated the strength and scope of the claims and prepared the Actions for potential class certification and trial before reaching the Settlement. (St. John Decl. ¶ 12.) Class Counsel analyzed employee data, time records, wage statements, wage-and-hour policies and procedures, and information obtained through the Belaire-West process and discussions with Class Members. (St. John Decl. ¶¶ 9, 11.) These materials helped Class Counsel understand the work performed by Class Members and Aggrieved Employees and Defendants' operations and employment policies and practices, and evaluate liability, damages, penalties, and settlement value. (St. John Decl. ¶ 9.)

Class Counsel communicated with Plaintiff, conducted legal research regarding class certification, off-the-clock work, meal and rest periods, wage-and-hour enforcement, PAGA, and potential defenses, and reviewed information and employment documents. (St. John Decl. ¶ 9.) Before and after mediation, the Parties engaged in informal and formal discovery. Before mediation, Defendants provided employee data—including employee counts, workweeks, pay

periods, average hourly rates, and dates of employment—as well as employee time records, wage statements, and relevant policies and procedures. (St. John Decl. ¶ 9.) After mediation, Class Counsel obtained further discovery responses and updated data, completed a Belaire-West notice process, and communicated with Class Members to obtain additional information. (Rauchwerger Decl. ¶ 11; St. John Decl. ¶ 11.) Class Counsel used the information to develop liability, damages, and penalties valuation models and to evaluate settlement value. (St. John Decl. ¶ 9.)

Moreover, the settlement negotiations were conducted by highly capable and experienced counsel. (St. John Decl. ¶ 10; ¶¶ 18–22; Rauchwerger Decl., ¶¶ 12-17.) Class Counsel's experience and extensive investigation allowed them to evaluate the claims and potential risks and negotiate an informed and reasonable Settlement. (Rauchwerger Decl. ¶¶ 12-17; St. John Decl. ¶¶ 9–12, 18–22.) After substantial investigation, Class Counsel believe the Settlement is fair, reasonable, and in the best interests of the Class, Aggrieved Employees, and the State of California. (Rauchwerger Decl. ¶ 17; St. John Decl. ¶ 25.) The Settlement provides a recovery while avoiding the risks and delay of continued litigation. (Rauchwerger Decl. ¶ 17; St. John Decl. ¶¶ 10, 12, 15.)

C. <u>There Have Been No Objections.</u>

California courts have consistently found that a small number of objectors indicates the class's support for a settlement and strongly favors final approval. (See *Wershba v. Apple Computer, Inc., supra,* 91 Cal.App.4th at pp. 250-251 (final approval granted despite 20 objectors); *7-Eleven Owners for Fair Franchising v. Southland Corp., supra,* 85 Cal.App.4th at pp. 1152-1153 (final approval granted despite 9 objectors)). Here, as of October 22, 2026, there have been no objections to the settlement, no class members have requested to be excluded and no class members disputed the number of workweeks assigned to them. (Phoenix Decl. ¶¶ 8-10). The extended response deadline for Class Members whose notices were re-mailed is October 27, 2026. (*Id*.) The lack of objections and requests for exclusion to date further support the conclusion that the proposed settlement is both fair and reasonable, subject to updated administration results following expiration of the extended response deadline. (Phoenix Decl.

¶¶ 8–10.)

D. The Resulting Settlement Provides Excellent Value to the Class Members.

The settlement provides for a non-reversionary Gross Settlement Amount of $686,466.00; after subtracting requested attorneys' fees in the amount of $240,263.10 (35% of the Gross Settlement Amount); litigation costs and expenses of $24,426.41; a payment of $50,000.00 for PAGA Penalties; a payment of $8,000.00 to the Settlement Administrator; and a requested Class Representative Service Payment of $7,500.00 to Plaintiff Evans, the result is an estimated Net Settlement Amount ("NSA") of $356,276.49, assuming approval of the full amounts requested. (Phoenix Decl. ¶ 12.) Participating Class Members will receive an estimated average payment of approximately $1,895.09, before applicable employee tax withholdings, from the class portion of their Individual Settlement Payment. (Phoenix Decl. ¶ 13.) The 148 Aggrieved Employees will receive an estimated average payment of $84.46 from the employees' 25% share (or $12,500.00) of the proposed $50,000.00 PAGA allocation. (Phoenix Decl. ¶ 14.) These figures represent excellent value for class members, who need not file a claim or do anything affirmative to receive their share. (SA §§ 3.2.4, 3.2.5.1, 4.3.1.)

VI. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

A. The Standard for Attorneys' Fees in A Class Action.

Where the amount of a settlement is a "certain easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the settlement created. (See *Dunk v. Ford Motor Co., supra,* 48 Cal.App.4th at p. 1808.) The ultimate goal is the award of a "reasonable" fee to compensate counsel for their efforts, irrespective of the method of calculation. (See *Apple Computer, Inc. v. Super. Ct.* (2005) 126 Cal.App.4th 1253, 1270.) Trial courts have wide latitude in assessing the value of attorneys' fees and their decisions will not be disturbed on appeal absent a manifest abuse of discretion. (See *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41.) California law provides that attorneys' fees awards should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable litigation based on the result achieved and risk incurred. (*Id.* at pp. 47, 50.) Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and

obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." (*Id.* at p. 53.) Therefore, fees in class and representative actions should approximate the probable terms of a contingent-fee contract negotiated by a sophisticated attorney and client in comparable litigation. (*Id.* at p. 47.) The percentage-of-the-benefit approach is preferred in such cases because "it better approximates the workings of the marketplace than the lodestar approach." (*Id*.)

B. <u>A Percentage of the Entire Fund is Appropriate.</u>

California and federal courts have long recognized that an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value made available to class members by the settlement. (See *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34.) The California Supreme Court has urged trial courts to follow federal authority in this area. (See *Green v. Obledo* (1981) 29 Cal.3d 126, 146.) The purpose of this equitable doctrine is to spread litigation costs among all beneficiaries so that the active beneficiary does not bear the entire burden alone. (See *Vincent v. Hughes Air West, Inc., supra,* 557 F.2d at p. 769.)

Courts have consistently recognized that class litigation is necessary to protect the rights of individuals whose injuries and/or damages are too small to economically justify individual representation. Accordingly, in determining a reasonable common fund fee award, courts award fees to serve as an economic incentive for lawyers to engage in class litigation that will permit increased access to the judicial system for meritorious claims and deter wrongdoing. (See R. Pearle, California Attorney Fee Awards (CEB, 1993) § 7A, p. 5-7; *Vincent v. Hughes Air West, Inc., supra,* 557 F.2d at p. 769.)

Furthermore, a common fund award is not dependent on a determination of the actual amount claimed out of the fund by those entitled—it is the creation of the fund that is the crucial fact. In *Winslow v. Harold G. Ferguson Corp.* (1944) 25 Cal.2d 274, 284, the California Supreme Court expressly held that "it is equitable that [the attorney's] compensation and expenses should come from the entire fund saved for all classes concerned before it is distributed." Likewise, *Lealao* expressly recognizes that "in a traditional common fund case, [a

percentage-based fee] may be calculated on the basis of the total fund made available rather than the actual payments made to the class." (*Lealao v. Beneficial Cal., Inc., supra,* 82 Cal.App.4th at p. 51.) In *Wershba*, the Court of Appeal definitively decided the issue in favor of granting attorneys' fees that are a percentage of the total value of the settlement obtained by the efforts of counsel. In determining reasonable attorneys' fees, the court valued a settlement based on the total value of the settlement made available to class members. (*Wershba v. Apple Computer, Inc., supra,* 91 Cal.App.4th at p. 247 (disapproved of on other grounds).)

Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. (Newberg on Class Actions, 4th Ed. 2002, § 14:6.) According to Newberg, ". . . no general rule could be articulated as to what is a reasonable percentage of a common fund. Usually, 50 percent of the fund is the upper limit on a reasonable fee award . . . though somewhat larger percentages are not unprecedented." (*Id.*) Newberg further notes that achievement of a substantial recovery with modest hours expended should not be penalized but should be rewarded for considerations of time saved by superior services performed. (*Id.*)

Here, the amount of attorneys' fees requested under the Settlement Agreement, $240,263.10, representing 35% of the Gross Settlement Amount, is clearly reasonable. Class Counsel risked substantial economic loss when they took this case on a contingency basis, knowing that there would likely be a long battle with an aggressive defense firm, including the very real possibility of potential appeals. (Rauchwerger Decl. ¶ 19.) As a result of class counsel taking on this risk and the efforts of class counsel, the Class Members will now be able to recover an estimated average of $1,895.09 each for these claims, plus additional amounts for the Aggrieved Employees. (Phoenix Decl. ¶¶ 13-14.) The requested fee therefore makes sense because (1) it is consistent with the private marketplace where contingent-fee attorneys are customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent class members in achieving the maximum possible resolution of the case; and (3) it encourages the most efficient resolution of the litigation by providing an incentive for valuable and reasonable settlement. As such, Class Counsel has obtained an excellent recovery for the Class which justifies a fee award based on the percentage of the common fund.

C. The Fee is Reasonable Based on the *Dunkel* Factors

In *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772, the court identified twelve factors to consider in awarding fees in a common fund case. The court noted that, "the analysis in a common fund case focuses not on the Plaintiff's position as 'prevailing parties,' but on a showing that the fund conferring a benefit on the class resulted from their efforts" and thus in common fund cases "the monetary results achieved predominate over all other criteria." (*Id.* at p. 774.) Plaintiff will address some of the factors that are particularly relevant here.

1. Time and Labor Required

Class Counsel actively litigated the Actions from the initial pleadings through settlement. Lawyers for Justice, PC participated from the inception of the Class Action, and Domb & Rauchwerger LLP associated after the unsuccessful July 22, 2024 mediation to continue litigating the Action. (St. John Decl. ¶ 7.) Class Counsel's work included developing case strategy; preparing pleadings and other filings; investigating and researching Plaintiff's claims before filing and during litigation; evaluating the claims and potential defenses; and conducting formal and informal discovery. (Rauchwerger Decl. ¶¶ 11, 20; St. John Decl. ¶¶ 7, 9, 11.) Before mediation, Class Counsel reviewed employee data, time records, wage statements, and relevant policies, and developed liability, damages, and penalties valuation models. After mediation, Class Counsel pursued written discovery, noticed PMK depositions, and continued discovery and meet-and-confer efforts. (Rauchwerger Decl. ¶¶ 11, 20; St. John Decl. ¶¶ 9, 11.)

Class Counsel spent substantial time reviewing and analyzing documents and discovery in preparation for mediation and participating in settlement negotiations. (St. John Decl. ¶¶ 9–10.) Even after an agreement was reached in principle, Class Counsel spent numerous hours drafting and revising the Settlement Agreement and amendment thereto, drafting the motion for preliminary approval, and coordinating the notice process with the settlement administrator. (Rauchwerger Decl. ¶ 20.) This case consumed many hours of Class Counsel's efforts. (Rauchwerger Decl. ¶ 20; St. John Decl. ¶ 16.) Following mediation, the Parties continued litigation and ultimately reached a settlement through direct negotiations on December 29, 2025.

(Rauchwerger Decl. ¶ 7.) Class Counsel's Task and Time Charts set forth in detail the hours that Domb & Rauchwerger LLP and Lawyers for Justice, PC have spent performing tasks on behalf of Plaintiff and the Class. (Rauchwerger Decl. ¶ 21, Exhibit 3; St. John Decl. ¶ 16, Exhibit A.) Based on the Task and Time Charts, both offices have spent 338.30 hours performing tasks to obtain a significant recovery on behalf of Plaintiff and the Class. (Rauchwerger Decl. ¶ 21, Exhibit 3; St. John Decl. ¶ 16, Exhibit A.) In addition to Class Counsel's time, litigating this case also required counsel to incur costs. (Rauchwerger Decl. ¶ 22, Exhibit 4; St. John Decl. ¶ 23, Exhibit B.)

2. The Skill Required to Perform Legal Services

In addition to the time and effort required, this matter also required substantial skill to litigate. (St. John Decl. ¶¶ 9, 12, 18–22.) Substantial skill was also necessary to evaluate the claims and negotiate the Settlement on behalf of the Class. (Rauchwerger Decl. ¶¶ 16; St. John Decl. ¶¶ 9–10, 18–22.) Defendants maintained that the claims were not appropriate for class certification and contended that evidence supported their defenses. (Rauchwerger Decl. ¶ 23.) Despite these obstacles, Class Counsel used their experience in complex wage-and-hour litigation to negotiate a settlement after the unsuccessful mediation and continued litigation. (St. John Decl. ¶¶ 10, 12, 18–22.) Class Counsel's experience and work contributed to the Settlement, under which Defendants agreed to pay a non-reversionary Gross Settlement Amount of $686,466.00. (St. John Decl. ¶ 15.) The requested settlement is a substantial result in light of the asserted class-certification defenses and the risks of continued litigation. (Rauchwerger Decl. ¶ 26; St. John Decl. ¶¶ 10, 12, 15.)

3. The Value, Amount, and Results Achieved

The Settlement represents a fair resolution of this case given the risks inherent in litigating the Actions through trial and possible appeals. Although Class Counsel believed that Plaintiff would prevail on the claims at trial, a number of risks potentially reduced the case's value. (Rauchwerger Decl. ¶ 23.) For instance, as discussed in Plaintiff's Motion for Preliminary Approval, Defendants claimed there were substantial problems with respect to the manageability of Plaintiff's claims. (*Ibid*.) Defendants raised issues with Plaintiff's meal-period claims

regarding the necessity of individualized proof. (*Id*.) Plaintiff faced similar difficulties with respect to his rest-period and off-the-clock claims. (*Id*.) Defendants contended these issues would prevent Plaintiff from successfully recovering on these claims, which were a major focus of the litigation. (*Id*.) Plaintiff also faced substantial risks associated with recovering derivative waiting-time and wage-statement penalties. (*Id*.) Class Counsel investigated potential defenses and prepared the Actions for possible class certification and trial. (St. John Decl. ¶¶ 9, 12.)

Despite these challenges, Defendants ultimately agreed to pay a non-reversionary Gross Settlement Amount of $686,466.00. This will provide an estimated average class settlement payment of approximately $1,895.09, which represents excellent value for the individual class members. (Phoenix Decl. ¶ 13.) Moreover, the Settlement will also provide an estimated average PAGA settlement payment of approximately $84.46 to the Aggrieved Employees. (Phoenix Decl. ¶ 14.) Together, this is an outstanding result.

4. Whether the Fee is Fixed or Contingent

Whether the representation was provided on a contingency basis, as it was in this case, is an important factor:

> A contingent fee must be higher than a fee for the same legal services paid as they are performed [and] [...] compensates the lawyer not only for the legal services he renders but for the loan of those services. A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions.

(*Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823.)

The fact that this case was litigated on a contingent basis strongly supports the award of the attorneys' fees requested by Class Counsel. (Rauchwerger Decl. ¶ 24). If Class Counsel had been unsuccessful, they would not have received any fee or recovered any portion of the expenses spent litigating this matter. (*Id.*) Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained in this case. (*Id.*) Economic uncertainty or other unforeseen circumstances can arise swiftly and for reasons beyond any party's control. (*Id.*) These are the types of risks Class Counsel faced litigating this matter on a contingent basis and this risk is a relevant factor when considering the reasonableness of the requested fee.

D. The Fee is Reasonable Under a Lodestar Analysis

While the percentage-of-the-benefit approach has been endorsed as the better approximation of the workings of the marketplace than the lodestar approach, courts may also use the lodestar method to "cross-check" the results of the other. This said, courts have cautioned that the primary basis of the fee award in common fund cases remains the percentage of the fund method and have cautioned that class counsel should not necessarily receive a lesser fee for achieving a speedy and timely result for class members in need of immediate relief. (See e.g. *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d. 1043, 1050, fn. 1.) Indeed, courts have noted that "it is widely recognized that the lodestar method creates incentives for counsel to expend more hours than may be necessary on litigating a case so as to recover a reasonable fee, since the lodestar method does not reward early settlement." (*Id.* (quoting *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d at 773–74)).

Here, the lodestar is calculated based on the hours worked at reasonable prevailing hourly rates for the attorneys who worked on this matter. (See *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1131–32.) Counsel are entitled to compensation for every hour reasonably spent on the matter. (See *Id.* at p. 1133.) Further, this amount may be enhanced and courts in California routinely apply multipliers between 1 and 4 to a party's requested lodestar amount based on some of the same factors identified above. (See *Cates v. Chiang* (2013) 213 Cal.App.4th 791, 822.) Lawyers *for* Justice PC spent 229.40 hours performing tasks on behalf of Plaintiff and the Class investigating and litigating the matter. (St. John Decl. ¶ 15, Exhibit A.) Domb & Rauchwerger LLP spent 108.90 hours performing tasks on behalf of Plaintiffs and the Class and moving the case towards a satisfactory resolution (Rauchwerger Decl. ¶ 21, Exhibit 3.) In sum, Class Counsel have spent 338.30 hours performing tasks and to obtain a significant recovery on behalf of Plaintiff and the Class. At an hourly rate of $850 per hour, the total lodestar figure is $287,555.00. (Rauchwerger Decl. ¶ 25.)

1. Counsel Spent a Reasonable Amount of Time

Reasonableness of hours is assessed by "the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]" (*Vo*

v. Las Virgenes Municipal Water Dist. (2000) 79 Cal.App.4th 440, 447). As discussed above, this case was highly contested and required a significant amount of time and labor. Defendants raised defenses and denied liability. Class Counsel invested significant time and labor into this matter even before this action was filed to investigate Defendant's policies, practices, business, and merits-based issues including significant time investigating and reviewing Plaintiff Evans' personnel file, researching Defendant's organization and management, and strategizing how to certify the alleged claims and bring these claims to trial. Class Counsel also spent significant time drafting and revising the PAGA Notice sent to the LWDA, drafting and revising the complaints, drafting the pleadings filed with the Court, and formulating discovery demands. Class Counsel engaged in formal and informal discovery, including reviewing employee time and pay records, wage statements, policies, and other information produced by Defendants. In advance of mediation, class counsel engaged in extensive investigation, review, and analysis of the informal discovery provided by Defendants so that they could effectively negotiate the proposed settlement. After the July 22, 2024 mediation did not resolve the case, Class Counsel continued litigating before the Parties reached a settlement in principle on December 29, 2025. After an agreement was reached in principle, Class Counsel spent significant time negotiating the terms of the settlement to obtain the best possible outcome for the class. In total, this Action consumed more than 338.30 hours of Class Counsel's efforts, across two separate firms. Accordingly, Class Counsel has spent a reasonable amount of time working on this matter.

2. Class Counsel's Hourly Rate is Reasonable.

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 v. Moses* (2001) 24 Cal.4th 1122, 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*.)

As previously discussed, Class Counsel have been actively involved in this case from

the filing of the initial complaint to completing these final approval papers. The professional background and experience and work performed on this matter support the requested rates for Class Counsel for the work performed on this matter. (See, e.g., Rauchwerger Decl. ¶¶ 12-16, 27; St. John Decl. ¶¶ 17-21.) To date, the lodestar for Class Counsel is calculated using the hours and hourly rates set forth in their respective declarations and totals $287,555.00. (Rauchwerger Decl. ¶ 21, Exhibit 3; St. John Decl. ¶ 15, Exhibit A.) The work performed in this particular matter, the background of each firm, as well as the individual backgrounds, training, and experience of the attorneys who worked on this Action, in litigating complex wage-and-hour cases, and in particular, employment class actions and representative actions, support hourly rates of $850 for Domb & Rauchwerger LLP and Lawyers for Justice, PC.

VII. THE REQUESTED COSTS ARE FAIR AND REASONABLE

Class Counsel requests reimbursement of the actual costs incurred in litigating this case. The actual costs incurred by Domb & Rauchwerger LLP are $3,499.19, and the actual costs incurred by Lawyers for Justice, PC are $20,927.22, for total costs of $24,426.41. (Rauchwerger Decl. ¶ 22, Exhibit 4, Domb & Rauchwerger LLP Cost Detail; St. John Decl. ¶ 22, Exhibit B, Lawyers for Justice, PC Cost Detail.) Considering the time expended and costs involved, the requested costs are reasonable. These costs include filing fees, mediation fees, costs for attending hearings with the Court, expert costs, and many others. These costs are both reasonable and were necessary for the successful resolution of this matter and should therefore be approved by the Court. (Rauchwerger Decl. ¶ 22; St. John Decl. ¶ 22.)

VIII. THE REQUESTED INCENTIVE PAYMENT IS FAIR AND REASONABLE

Named plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation "for the expense or risk they have incurred in conferring a benefit on other members of the class." (*Munoz v. BCI Coca-Cola Bottling Company of Los Angeles* (2010) 186 Cal.App.4th 399, 412). The criteria courts may consider in determining whether to make an incentive award include: (1) the risks faced by the class representative; (2) the difficulties encountered; (3) the time spent; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) to the class representative. (See *Vranken v. Atlantic Richfield Co.* (N.D. Cal.

1995) 901 F.Supp. 294, 299).

Here, Plaintiff Ronald Evans estimates that he spent approximately 50 hours assisting with this case, including communicating with his attorneys, locating and reviewing documents, participating in mediation, and reviewing the Settlement Agreement. (Declaration of Ronald Evans "Evans Decl." ¶¶ 5-7 .) He understood that his responsibilities as Class Representative could include sitting for a deposition, responding to discovery, having current or former employers subpoenaed, or testifying in court. (Evans Decl. ¶6.) He took his responsibilities seriously, learned about the wage-and-hour laws at issue, and continues to assist his attorneys. (Evans Decl. ¶ 8.) Plaintiff requests a Class Representative Service Payment of $7,500, subject to the Court's approval. (Evans Decl. ¶ 9.) Based on Plaintiff's participation, time, and responsibilities, the requested payment is fair and reasonable. (Evans Decl. ¶¶ 6–10.)

As a result of Plaintiff's actions, Class Counsel were able to recover an estimated average class payment of $1,895,09 for each Class Member and an estimated average PAGA payment of $84.46 for each Aggrieved Employee. (Phoenix Decl. ¶¶ 13-14.) These services merit the requested Class Representative Service Payment of $7,500 to Plaintiff Ronald Evans. (Rauchwerger Decl. ¶¶ 28-30.) Plaintiff did more than simply lend his name to the lawsuit and deserves the requested payment.

IX. PAYMENT TO THE SETTLEMENT ADMINISTRATOR

Phoenix Class Action Administration Solutions is seeking $8,000.00 for its costs associated with administration of the settlement. The Settlement Administrator is a necessary third-party who has performed substantial services on behalf of the putative class, and this payment should be approved by the Court. (Rauchwerger Decl. ¶ 31; Phoenix Decl. ¶ 16, Exhibit B.)

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X. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant the Motion for Final Approval and enter Judgment in this case pursuant to the terms of the Settlement.

Dated: October 22, 2026

Respectfully submitted,
DOMB & RAUCHWERGER LLP

By: _____
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