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Individually, and on behalf of other members of the general public
Similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MICHAEL GIULIVO, JOHNNIE
SILVESTRE, MICHELLE RODRIGUEZ,
and WILLIAM DAVIS, individually, and
on behalf of other members of the general
public similarly situated, and as aggrieved
employees pursuant to the Private Attorneys
General Act (“PAGA”),

Plaintiffs,

vs.

ALBERTSON’S LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 22STCV13807
Related Case: 21AVCV00910

Assigned For All Purposes To:
Judge: Hon. Timothy Patrick Dillon

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
REQUEST FOR FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
AWARDS**

Date: September 30, 2026
Time: 10:30 a.m.
Dept.: 15

Complaint filed: April 26, 2022
Trial: Not Set

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TABLE OF CONTENTS

I.	INTRODUCTION.....	8
II.	BACKGROUND.....	9
	a. Litigation History and Mediation.....	9
	b. Class Counsel’s Investigation And Evaluation	11
	c. Preliminary Approval and Administration History	11
III.	SUMMARY OF THE SETTLEMENT.....	12
	a. Gross Settlement Amount and Allocation.....	12
	b. Estimated Individual Recovery	13
	c. PAGA Settlement.....	13
	d. Tax Allocation.....	13
	e. Uncashed Checks and Cy Pres	14
IV.	THE NOTICE PROGRAM WAS ADEQUATE	14
V.	THE SETTLEMENT WARRANTS FINAL APPROVAL	15
	a. Standards for Approval	15
	b. The Settlement Was Negotiated at Arm’s Length	16
	c. The Strength of Plaintiffs’ Case and Risks of Continued Litigation Support Approval.....	16
	d. The Gross Settlement Amount Is Reasonable.....	17
	e. Discovery Was Sufficient to Evaluate the Settlement.....	18
	f. The Experience and Views of Counsel Support Approval.....	18
	g. The Reaction of the Class Supports Approval	19
VI.	THE PAGA SETTLEMENT WARRANTS APPROVAL	19
VII.	THE CLASS REPRESENTATIVE SERVICE AWARDS ARE FAIR AND REASONABLE	20
	a. Legal Standard.....	20
	b. The Actions Taken And The Duration And Extent Of Plaintiffs’ Service	21
	c. The Risks Incurred In Carrying Forward The Litigation Details.....	22
	d. Plaintiffs’ Service Has Resulted in a SignIficant Benefit to the Class.....	22
	e. The Requested Service Payments Are Reasonable	23
VIII.	CLASS COUNSEL’S REQUEST FOR ATTORNEYS’ FEES AND COSTS IS REASONABLE AND SHOULD BE APPROVED	23

1
2
3
4
5
6
7
8
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10
11
12
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14
15
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21
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25
26
27
28

a.	Legal Standard.....	23
b.	The Requested Fee of One-Third of the Gross Settlement Amount Is Reasonable	24
c.	Lodestar Cross-Check	26
d.	Costs	26
IX.	SETTLEMENT ADMINISTRATION AND DISTRIBUTION.....	27
X.	CONCLUSION	27

TABLE OF AUTHORITIES

Cases

<i>Blum v. Stenson</i> (1984) 465 U.S. 886	23
<i>Boeing Co. v. Van Gemert</i> (1980) 444 U.S. 472	24
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<i>Hose v. Wash. Inventory Serv.</i> (S.D. Cal. July 2, 2020) 2020 U.S. Dist. LEXIS 117242.....	12
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8	<i>Powers v. Eichen</i> (9th Cir. 2000) 229 F.3d 1249	25
9	<i>Rider v. County of San Diego</i> (1992) 11 Cal.App.4th 1410	26
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11	<i>Serrano v. Priest</i> (1977) 20 Cal.3d 25.....	24, 26
12	<i>Slavkov v. First Water Heater Partners I</i> (N.D. Cal. July 25, 2017) 2017 U.S. Dist. LEXIS	
13	116303.....	20
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17	137182.....	20
18	<i>Vincent v. Hughes Air West, Inc.</i> (9th Cir. 1977) 557 F.2d 759	24
19	<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224	15, 16, 24
20		
21	<u>Statutes</u>	
22	Labor Code section 2699	13, 19
23		
24	<u>Rules</u>	
25	California Rules of Court, rule 3.769	15, 23
26		
27		
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Michael Giulivo, Johnnie Silvestre, Michelle Rodriguez, and William Davis
4 respectfully request that this Court grant final approval of the Class Action and PAGA Settlement
5 and enter judgment in this action. The matter is pending in the Superior Court of California, County
6 of Los Angeles, Spring Street Courthouse, Case No. 22STCV13807, related to Case No.
7 21AVCV00910, and is assigned for all purposes to the Honorable Timothy Patrick Dillon.

8 The Amended Class Action and PAGA Settlement Agreement is attached as **Exhibit 1** to
9 the Declaration of James Hawkins in Support of Final Approval, filed concurrently herewith.
10 Additionally, Addendum to the Amended Class Action and PAGA Settlement Agreement, executed
11 by the parties on April 6, 2026, is attached as **Exhibit 2** to the Declaration of James Hawkins.
12 Collectively, they constitute the “Settlement Agreement” currently before the Court for Final
13 Approval.

14 The Settlement resolves wage-and-hour class claims for the Class Period of April 26, 2018
15 through December 31, 2023, and PAGA claims for the PAGA Period of August 19, 2020 through
16 December 31, 2023, for a Gross Settlement Amount of \$3,000,000.00. The PAGA Payment is
17 \$150,000.00, with 75% paid to the LWDA and 25% distributed to PAGA Group members. The
18 Settlement also provides for Class Representative Service Awards of up to \$10,000.00 each, for a
19 total of \$40,000.00, attorneys’ fees of 33.33% of the Gross Settlement Amount, estimated at
20 \$1,000,000.00, litigation costs not to exceed \$50,000.00, and Settlement Administration Expenses
21 not to exceed \$145,750.00.

22 The Settlement was reached through informed, arm’s-length bargaining between
23 experienced attorneys after extensive formal and informal discovery, and with the assistance of two
24 wage-and-hour mediators: the Honorable Judge Ron Sabraw and Tripper Ortman. In granting
25 preliminary approval, the Court found that the Settlement appeared fair, adequate, and reasonable,
26 free of collusion and any indicia of unfairness, within the range of possible judicial approval, and
27 the product of intensive, serious, non-collusive, arm’s-length negotiations.

28 Following preliminary approval, the Settlement Administrator mailed notice to 37,868

1 individuals,¹ only 728 Notice Packets (approximately 1.9%) were deemed undeliverable after skip-
2 tracing efforts, no objections were received as of the Administrator’s declaration, and only 6 Class
3 Members (approximately 0.01%) submitted Requests for Exclusion. The positive response of the
4 Class supports final approval.

5 For the reasons set forth below, Plaintiffs respectfully request that the Court grant final
6 approval of the Settlement, approve the requested attorneys’ fees, litigation costs, Settlement
7 Administration Expenses, and Class Representative Service Awards, and enter judgment.

8 **II. BACKGROUND**

9 **A. LITIGATION HISTORY AND MEDIATION**

10 The PAGA Action began after proper notice was given on August 20, 2021, and Dontan
11 Garner commenced the PAGA Action on November 10, 2021, by filing a PAGA complaint in the
12 Superior Court of California, County of Los Angeles, Case No. 21AVCV00910. (Declaration of
13 James Hawkins in Support of Preliminary Approval [Hawkins Prelim Decl.] ¶3). The PAGA
14 complaint alleged causes of action for failure to pay minimum wages, failure to properly calculate
15 and pay overtime wages, failure to provide lawful meal periods, failure to timely pay wages during
16 employment, failure to timely pay wages owed upon separation from employment, knowing and
17 intentional failure to comply with itemized wage statement provisions, failure to properly pay sick
18 pay, failure to provide suitable seating, failure to authorize and permit lawful rest periods, failure to
19 pay meal and rest period premiums at the proper rate, and failure to provide reporting time pay.
20 (Hawkins Prelim Decl. ¶ 3)

21 On February 1, 2022, after notice to the LWDA of Plaintiff Michael Giulivo’s claims, the
22 PAGA complaint was amended to add Plaintiff Giulivo. (*Id.*) Shortly thereafter, on March 29, 2022,
23 Plaintiff Giulivo filed a class action complaint. (*Id.* ¶ 6.) On April 26, 2022, Plaintiff Silvestre
24 commenced a separate Class Action by filing a complaint in the Superior Court of the State of
25 California, for the County of Los Angeles, Case No. 22STCV13807. (*Id.* ¶ 7) On October 27, 2022,

26 ¹ Of the 39,487 individuals included in the Class Data, 1,619 were determined by the administrator and Defendant to
27 have zero (0) Class Period Workweeks and zero (0) PAGA Pay Periods, and to have not performed any work during
28 the Class Period. To avoid confusion, notice was sent only to class members who worked at least one workweek or
pay period during the class period.

1 Plaintiff Giulivo and Plaintiff Silvestre, and Defendant attended mediation with respected wage and
2 hour mediator, the Honorable Judge Ron Sabraw, but were unable to reach a resolution. (*Id.* ¶ 8)

3 On November 9, 2022, Plaintiff Davis filed a class action complaint with the San Diego
4 Superior Court. On or about December 30, 2022, Defendant removed the Davis case to U.S. District
5 Court, Southern District of California. (*Id.* ¶ 9) On January 24, 2023, Plaintiff Giulivo’s class action
6 was dismissed without prejudice. On April 4, 2023, Plaintiff Davis amended his class action
7 complaint to add a cause of action for PAGA. (*Id.* ¶ 10.) On September 13, 2023, Plaintiff Silvestre
8 filed a first amended complaint adding Plaintiffs Davis and Rodriguez to the Silvestre Class Action.
9 (*Id.*)

10 On September 6, 2023, the Parties attended a second full-day mediation session with Tripper
11 Ortman, an experienced wage and hour class action and PAGA-action mediator in an effort to
12 resolve the Class Action and PAGA Action. (*Id.* ¶ 12) Although the Parties failed to reach an
13 agreement to settle all of the claims at mediation, adversarial and non-collusive negotiations
14 continued with the assistance of Mr. Ortman and the Parties later reached an agreement in principle
15 which led to the Settlement before the Court. (*Id.*) Pursuant to the Settlement, on December 13,
16 2024, the Parties filed a joint stipulation to consolidate all of the settled actions (“Consolidated
17 Action”), and the Court signed the Parties’ proposed order on February 10, 2025. (*Id.* ¶ 13.)

18 The operative complaint for the Consolidated Action asserted claims on behalf of non-
19 exempt employees for alleged failures to pay for all hours worked, including minimum wages and
20 proper overtime, provide meal periods, authorize and permit rest periods, provide accurate wage
21 statements, and pay all wages owed upon termination, as well as claims for penalties under PAGA
22 failure to pay minimum wages, failure to properly calculate and pay overtime wages, meal and rest
23 period violations, wage statement violations, failure to properly pay sick pay, suitable seating
24 violations, and reporting time pay violations.

25 Defendant denied the allegations, denied liability, denied any failure to comply with the laws
26 identified in the Complaint, and denied that class or representative treatment was proper for any
27 purpose other than settlement. (Declaration of James Hawkins in Support of Final Approval
28 [Hawkins Final Decl.] ¶ 35)

1 **B. CLASS COUNSEL’S INVESTIGATION AND EVALUATION**

2 Before settlement, Plaintiffs’ Counsel conducted a thorough investigation into the factual
3 and legal issues, engaged in formal discovery including requests for production, special
4 interrogatories, and numerous depositions, exchanged informal discovery, reviewed documents and
5 data including personnel files, time sheets, earnings statements, acknowledgments, employee
6 demographic data, class size information, hiring and termination dates, pay rates, timecard and time
7 history samples, earning statement samples, pay data, and Defendant’s policies and procedures
8 manuals, and used that information to assess the nature and magnitude of the claims and
9 impediments to recovery. (Hawkins Final Decl. ¶¶ 49–55; Hawkins Prelim Decl. ¶¶ 14–18, 22.) The
10 Parties’ Settlement was reached through informed, arm’s-length bargaining between experienced
11 attorneys after extensive formal and informal discovery, with the assistance of the Honorable Judge
12 Ron Sabraw and Tripper Ortman. Based on the investigation conducted, I am confident in my
13 assessment that this is a fair and reasonable Settlement. (Hawkins Final Decl. ¶ 36; Hawkins Prelim
14 Decl. ¶ 47.)

15 **C. PRELIMINARY APPROVAL AND ADMINISTRATION HISTORY**

16 On March 25, 2026, the Court granted preliminary approval of the Amended Class Action
17 and PAGA Settlement Agreement, approved the Class Notice, and conditionally certified the
18 Settlement Class. (Hawkins Final Decl. ¶ 4.) The Court found that the Settlement appeared fair,
19 adequate, and reasonable to Plaintiffs and the Settlement Class, free of collusion and indicia of
20 unfairness, within the range of possible judicial approval, and sufficient to warrant dissemination of
21 Class Notice. (*Id.* ¶¶ 5–8; 32)

22 For settlement purposes only, the Court conditionally certified a Class of all individuals who
23 were employed by Defendant Albertson’s LLC in any store in California as a non-exempt, hourly-
24 paid employee at any time from April 26, 2018 through December 31, 2023, and found that the
25 Class was ascertainable, sufficiently numerous, involved common questions of law and fact, had
26 named Plaintiffs with typical claims, had named Plaintiffs and counsel able to adequately represent
27 the Class, and that class-wide treatment was superior. (*Id.* ¶¶ 4, 16.)

1 The Court appointed Plaintiffs Michael Giulivo², Johnnie Silvestre, Michelle Rodriguez, and
2 William Davis as Class Representatives, and appointed James Hawkins, APLC, The Bainer Law
3 Firm, and The Nourmand Law Firm as Class Counsel. (*Id.* ¶ 5.) The Court approved the Class Notice
4 as to form and content, found that distribution of the Notice would satisfy due process, appointed
5 Apex Class Action as Settlement Administrator, and directed Apex to provide the approved Class
6 Notice and administer the Settlement. (*Id.*)

7 After the Court granted preliminary approval, the Parties executed the addendum discussed
8 above, and stipulated to amend the Preliminary Approval Order to increase approved Settlement
9 Administration Expenses to \$145,750.00, approve a revised Notice of Class and PAGA
10 Representative Action Settlement, direct Apex to mail the revised notice within seven calendar days,
11 and continue the Final Approval Hearing to September 30, 2026 at 10:00 a.m. . (*Id.* ¶ 7.)

12 **III.SUMMARY OF THE SETTLEMENT**

13 **A. GROSS SETTLEMENT AMOUNT AND ALLOCATION**

14 The Settlement provides for a Gross Settlement Amount (“GSA”) of \$3,000,000.00, which
15 does not include the employer’s share of payroll taxes—those shall remain Defendant’s sole
16 responsibility. The following payments, subject to Court-approval, shall be deducted from the GSA:
17 a PAGA Payment of \$150,000.00; Class Representative Service Awards up to \$10,000.00 each for
18 a total of \$40,000.00; Class Counsel’s attorneys’ fees of 33.33% of the Gross Settlement Amount,
19 estimated at \$1,000,000.00; litigation costs not to exceed \$50,000.00; and Settlement
20 Administration Expenses not to exceed \$145,750.00.

21 The Net Settlement Amount is the Gross Settlement Amount less the Court-approved
22

23 ² As noted in Plaintiff’s motion for preliminary approval— Michael Giulivo was one of the four named plaintiffs
24 when the Parties executed the MOU, and he was instrumental to achieving the Settlement: he devoted substantial time
25 and energy, provided documents, participated in two mediations, and had his deposition taken. After signing the
26 MOU, which mirrored the finalized Settlement Agreement, Michael passed away, and his wife, Julie Giulivo, who
27 supported his participation in the litigation, executed the Settlement on his behalf as successor in interest. Despite
28 these circumstances, the Court granted preliminary approval, appointed Michael Giulivo as a Class Representative,
and conditionally certified the Settlement Class. Consistent with the preliminary approval papers’ cited authority
recognizing discretionary service awards to estates or successors of deceased class representatives, Plaintiffs request
that the Court grant final approval of the \$10,000 service award allocated to Michael Giulivo, to be paid to Julie
Giulivo as his successor in interest. See *Hose v. Wash. Inventory Serv.* (S.D.Cal. July 2, 2020, No. 14-cv-2869-WQH-
AGS) 2020 U.S.Dist.LEXIS 117242, at *49-51; *In re High-Tech Empl. Antitrust Litig.* (N.D.Cal. May 16, 2014)
2014 U.S.Dist.LEXIS 184827, at *17.

1 payments for the PAGA Payment, Class Representative Service Awards, Class Counsel Fees, Class
2 Counsel Costs, and Administration Expenses, with the remainder paid to Class Members as
3 Individual Settlement Payments calculated pro rata according to each Class Member's workweeks
4 during the Class Period. The PAGA Payment will be allocated 75% to the LWDA and 25% to the
5 PAGA Group, with Individual PAGA Payments calculated as each PAGA Group member's pro rata
6 share of 25% of the PAGA Payment according to pay periods worked during the PAGA Period.

7 **B. ESTIMATED INDIVIDUAL RECOVERY**

8 Each Participating Class Member's Individual Class Payment is calculated by dividing the
9 Net Settlement Amount by the total number of Workweeks worked by all Participating Class
10 Members during the Class Period, and then multiplying the result by each Participating Class
11 Member's individual Workweeks. The estimated average payment is \$41.89, with the estimated
12 highest gross payment being \$149.11 and the estimated lowest payment being \$0.50 In addition, the
13 Aggrieved Employees will receive an estimated average payment of \$1.31. Plaintiffs expect to
14 receive individual payments as follows: William Harrison Davis, \$7.00; Michael John Giulivo,
15 \$2.00; Michelle Rodriguez, \$72.55; and Johnnie Silvestre, \$147.10. (Declaration of Madely Nava
16 [Admin. Decl.] ¶ 18.) These amounts are subject to employee-side tax and withholdings. (*Id.*)

17 **C. PAGA SETTLEMENT**

18 The PAGA Payment is \$150,000.00, with 75% (\$112,500.00) paid to the LWDA and 25%
19 (\$37,500.00) paid to the PAGA Group. The PAGA Period is August 19, 2020 through December
20 31, 2023. The allocation provided by the Settlement satisfies the requirements of Labor Code section
21 2699, subdivision (i). Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely
22 written notice to Defendants and the LWDA by sending the PAGA Notice, and timely transmitted
23 all necessary PAGA documents, including the initial notice of violations and the Operative
24 Complaint and Agreement as required by Labor Code sections 2699.3 and 2699.

25 **D. TAX ALLOCATION**

26 Twenty-five percent of each Participating Class Member's Individual Class Payment is
27 allocated to wages, subject to tax withholding and reported on an IRS W-2 Form, and seventy-five
28 percent is allocated to settlement of claims for interest and penalties, not subject to wage

1 withholdings and reported on IRS 1099 Forms.

2 **E. UNCASHED CHECKS AND CY PRES**

3 For any Individual Class Payment or Individual PAGA Payment checks that are uncashed
4 and cancelled after the void date, the Settlement Administrator must transmit the funds cy pres to
5 the Los Angeles Regional Food Bank, subject to the Court setting a date for the parties to report the
6 amount actually paid and amending the judgment to direct payment of uncashed check funds and
7 accrued interest. Prior to the Court granting Preliminary Approval, the parties and their counsel
8 submitted declarations disclosing any interest or involvement by counsel or any party in the
9 governance or work of the Los Angeles Regional Food Bank.

10 **F. NO ADMISSION OF LIABILITY**

11 Defendant denies liability, denies the allegations, denies any failure to comply with the laws
12 identified in the Complaint, and denies that representative treatment is proper except for settlement
13 purposes. The Settlement reflects a compromise of disputed claims and should not be construed as
14 an admission of liability.

15 **IV. THE NOTICE PROGRAM WAS ADEQUATE**

16 As detailed in the Settlement Administrator's declaration, on June 18, 2026, the Notice
17 Packet was mailed by U.S. First Class Mail to all 37,868 individuals contained in the Class List, in
18 the form approved by the Court. (Admin Decl., ¶ 8, Ex. A). Prior to the mailing, all names and
19 addresses were processed against the National Change of Address database maintained by the
20 United States Postal Service. (Admin. Decl. ¶ 7). The Class Notice prominently estimated the dollar
21 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
22 Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate
23 those amounts. (Admin Decl., Ex. A) The response deadline was August 3, 2026. (Admin. Decl. ¶
24 11).

25 Apex received 5,104 Notice Packets returned as undeliverable, performed a computerized
26 skip trace on all returned Notice Packets, obtained updated addresses for 4,376 of them, promptly
27 re-mailed notice, and only 728 Notice Packets, or 1.9%, were deemed undeliverable after skip
28 tracing, resulting in successful notice to approximately 98.1% of identified Class Members who

1 worked during the class period, and to whom notice was sent. (Hawkins Final Decl. ¶¶ 22–23;
2 Admin. Decl. ¶¶ 9–10).

3 As of the date of the Administrator’s declaration, no Class Member has submitted an
4 objection, and only 6 Class Members have submitted Requests for Exclusion, meaning that more
5 than 99.98% of the Settlement Class Members are Participating Class Members. (Hawkins Final
6 Decl. ¶¶ 25–26; Admin. Decl. ¶¶ 11–15).

7 The Court previously approved the form and content of the Class Notice and found that
8 distribution substantially in the manner and form set forth in the Settlement and preliminary
9 approval order met due process and constituted due and sufficient notice to all persons entitled to
10 notice. The notice program was carried out as approved and provided the best notice practicable
11 under the circumstances.

12 **V. THE SETTLEMENT WARRANTS FINAL APPROVAL**

13 **A. STANDARDS FOR APPROVAL**

14 The law favors settlement, particularly in class actions where substantial resources can be
15 conserved by avoiding the time, cost, and rigors of formal litigation. H. Newberg & A. Conte, 4
16 Newberg on Class Actions (4th ed. 2002), § 11.41; Class Plaintiffs v. City of Seattle (9th Cir. 1992)
17 955 F.2d 1268, 1276; Van Bronkhorst v. Safeco Corp.¶ (9th Cir. 1976) 529 F.2d 943, 950; Potter v.
18 Pacific Coast Lumber Co. (1951) 37 Cal.2d 592, 602.

19 Nevertheless, to make certain the rights of absent parties are not unjustly compromised, the
20 settlement of a class action requires court approval. Cal. Rule of Court 3.769; Dunk v. Ford Motor
21 Co. (1996) 48 Cal.App.4th 1794, 1801; Wershba v. Apple Computer (2001) 91 Cal.App.4th 224,
22 245. The purpose of that judicial review is to protect against fraud or collusion, and to ensure fairness
23 to absent class members. Dunk, 48 Cal. App. 4th at 1800-01.

24 Review is accomplished through a two-step process intended to determine whether, under
25 the totality of circumstances, the settlement is fair, reasonable, and adequate. Dunk, 48 Cal. App.
26 4th at 1801; Wershba, 91 Cal. App. 4th at 245. On a motion for final approval, the trial court is
27 charged with determining whether, in light of the total circumstances of the action and the response
28 of the class members to the proposed settlement, the settlement is fair, reasonable, and adequate.

1 Dunk, 48 Cal. App. 4th at 1801-02; Wershba, 91 Cal. App. 4th at 244-45. The court has broad
2 discretion in making that determination and may consider a number of relevant factors, including:
3 the strength of plaintiff's case; the likelihood of potential recovery; the risk, expense and likely
4 duration of further litigation; the amount offered in settlement; the extent of discovery and stage of
5 the proceedings; the experience and opinion of counsel; and the reaction of class members to the
6 settlement.

7 In light of the strong judicial policy favoring the settlement of class actions, courts generally
8 apply a presumption of fairness to a proposed class action settlement when: (1) the settlement is
9 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow
10 counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
11 percentage of objectors is small. Dunk, 48 Cal. App. 4th at 1802; Wershba, 91 Cal. App. 4th at 245.
12 Each of these factors is satisfied here.

13 **B. THE SETTLEMENT WAS NEGOTIATED AT ARM'S LENGTH**

14 The Settlement was reached only after adversarial and non-collusive negotiations, including
15 two full-day mediations, first with the Honorable Judge Ron Sabraw, and then with Tripper Ortman,
16 and continued negotiations after that mediation. The protracted nature of the negotiations, spanning
17 years of contested litigation, confirms the absence of collusion. Moreover, at preliminary approval,
18 the Court found that the Settlement appeared to be the product of intensive, serious, non-collusive,
19 arm's-length negotiations. The view of the attorneys actively conducting the litigation is also
20 "entitled to significant weight" in deciding whether to approve the settlement. Fisher Bros. v.
21 Cambridge-Lee Indus., Inc. (E.D. Pa. 1985) 630 F. Supp. 482, 488; Ellis v. Naval Air Rework
22 Facility (N.D. Cal. 1980) 87 F.R.D. 15, 18. Class Counsel negotiated this Settlement at arm's length
23 and believe it is a fair and reasonable settlement in light of the complexities of the case, the state of
24 the law, and the uncertainties of litigation.

25 **C. THE STRENGTH OF PLAINTIFFS' CASE AND RISKS OF CONTINUED** 26 **LITIGATION SUPPORT APPROVAL**

27 Plaintiffs asserted wage-and-hour class and PAGA claims based on alleged failures to pay
28 for all hours worked, pay minimum and overtime wages, provide meal and rest periods, pay timely

1 wages during and after employment, provide accurate wage statements, properly pay sick pay,
2 provide suitable seating, pay meal and rest period premiums at the proper rate, and provide reporting
3 time pay, while Defendant denied the allegations, denied liability, and denied that class or
4 representative treatment was proper. (Hawkins Final Decl. ¶¶ 33–35.)

5 Based on counsel’s experience, investigation and analysis of the claims and defenses, the
6 risks of continued litigation, the risks of contested certification and representative treatment, the
7 risks associated with proving damages and penalties, and the result achieved, counsel opines that
8 the Settlement is fair, reasonable, adequate, and in the best interests of Class Members and
9 Aggrieved Employees. (Hawkins Final Decl. ¶ 36.) Continued litigation would involve expense,
10 delay, risks regarding class certification and representative treatment, risks regarding proof of
11 damages and penalties, and the possibility that Defendant’s defenses could reduce or eliminate
12 recovery. (*Id.*) The Settlement provides a certain, non-reversionary monetary recovery without
13 requiring Participating Class Members to submit claims.

14 **D. THE GROSS SETTLEMENT AMOUNT IS REASONABLE**

15 The Settlement provides a \$3,000,000.00 Gross Settlement Amount, including a
16 \$150,000.00 PAGA Payment, Class Representative Service Awards up to \$40,000.00 total,
17 attorneys’ fees of 33.33% estimated at \$1,000,000.00, litigation costs not to exceed \$50,000.00, and
18 administration expenses not to exceed \$145,750.00. As noted in the declarations of Class Counsel,
19 due to errors related to omitted actual costs at the time final costs were estimated for the settlement
20 agreement, actual costs are higher than the previously approved amount, and total \$78,254.52, and
21 Plaintiffs ask the court in its discretion to award reimbursement of litigation costs in the higher
22 amount given the minimal impact on individual payments to the class.³

23
24 ³ Plaintiffs respectfully acknowledge that the requested litigation-cost reimbursement exceeds the \$50,000.00 amount
25 previously estimated. The increased request resulted from counsel’s inadvertent omission of certain recoverable
26 litigation costs from the prior estimate, and Class Counsel regrets the error. The actual costs now total \$78,254.52 and
27 reflect out-of-pocket expenses incurred in prosecuting and resolving this litigation for the benefit of the Class and
28 Aggrieved Employees. The impact on individual recoveries is minimal: using the updated cost figure, the estimated
lowest, average, and maximum individual payments are \$0.50, \$41.89, and \$149.11, respectively, compared to \$0.51,
\$42.64, and \$151.76 if costs were limited to \$50,000.00. Thus, the increased cost request reduces the estimated lowest
payment by \$0.01, the average payment by \$0.75, and the maximum payment by \$2.65. Accordingly, Plaintiffs
respectfully request approval of the actual costs incurred notwithstanding the prior estimate.

1 After the requested deductions, the Net Settlement Amount is estimated to be 1,585,995.48,
2 and will be distributed to Class Members based on their workweeks, and the PAGA Group will
3 receive its pro rata share of 25% of the PAGA Payment based on PAGA pay periods. Based on this
4 net settlement amount, the estimated average payment to class members is anticipated to be \$41.89,
5 the estimated highest gross payment being \$149.11, and the estimated lowest payment being \$0.50.

6 The Gross Settlement Amount is reasonable when weighed against the risks of continued
7 litigation, Defendant's denial of liability, the risks of contested class certification and representative
8 treatment, and the expense and delay of continued litigation.

9 **E. DISCOVERY WAS SUFFICIENT TO EVALUATE THE SETTLEMENT**

10 Plaintiffs' Counsel engaged in formal discovery, including requests for production, special
11 interrogatories, and depositions, conducted interviews, sent informal discovery requests, reviewed
12 personnel files, time sheets, earning statements, acknowledgments, demographic and class size
13 information, hiring and termination dates, pay rates, samples of timecards and time history, samples
14 of earning statements, pay data and records, and Defendant's policies and procedures manuals, and
15 used that information to evaluate the claims, risks, and settlement terms. (Hawkins Final Decl. ¶¶
16 31, 40.) This discovery and investigation were sufficient to permit Plaintiffs' Counsel to evaluate
17 the strengths and weaknesses of the claims and defenses and to conclude that the Settlement is fair,
18 reasonable, and adequate.

19 **F. THE EXPERIENCE AND VIEWS OF COUNSEL SUPPORT APPROVAL**

20 Class Counsel are James Hawkins and Christina Lucio, of James Hawkins APLC; Michael
21 Nourmand of the Nourmand Law Firm, APC; and Matt Bainer of the Bainer Law Firm. Class
22 counsel have substantial experience in wage-and-hour class action and PAGA litigation, have been
23 certified and appointed as class counsel in many wage-and-hour class actions, and have prosecuted
24 class action matters as lead and/or co-lead counsel involving similar law and facts. (Hawkins Final
25 Decl., ¶¶ 71–73; Nourmand Decl., ¶¶ 3–6; Bainer Decl., ¶ 3.)

26 Based on Class Counsel's experience, investigation, litigation of the claims, and the result
27 achieved, counsel believes Class Counsel adequately represented the Class Members and Aggrieved
28 Employees and that the Settlement should be granted final approval.

1 **G. THE REACTION OF THE CLASS SUPPORTS APPROVAL**

2 As noted above, no Class Member has objected and only 6 Class Members have requested
3 exclusion, meaning that 99.98% of the Settlement Class Members remained Participating Class
4 Members. Notice was successfully delivered to over 98% of identified Class Members after NCOA
5 processing, skip tracing, and re-mailing efforts. As many courts recognize, a class member's
6 reaction to the settlement is one of the most important factors to consider in determining if final
7 approval should be granted. *Mandujano v. Basic Vegetable Prods., Inc.*, 541 F.2d 832, 837 (9th Cir.
8 1976); *In re: American Bank Note Holographics*, 127 F. Supp. 2d 418, 425 (S.D.N.Y. 2001) ("It is
9 well-settled that the reaction of the class to the settlement is perhaps the most significant factor to
10 be weighed in considering its adequacy"). The complete absence of objections, and small number
11 of opt-outs, as of the filing of this Motion is a compelling indicator of the Class's approval of the
12 Settlement, and strongly support the granting of final approval by the Court.

13 **VI. THE PAGA SETTLEMENT WARRANTS APPROVAL**

14 "Labor Code section 2699, subdivision (l)(2) requires court approval of any PAGA
15 settlement. Courts assess whether the PAGA settlement is fair and reasonable in view of PAGA's
16 purposes to remediate present Labor Code violations, deter future ones, and maximize enforcement
17 of the Labor Code." The Settlement allocates \$150,000.00 to PAGA penalties, with 75% paid to the
18 LWDA and 25% distributed pro rata to PAGA Group members according to pay periods worked
19 during the PAGA Period, which runs from August 19, 2020 through December 31, 2023. This
20 allocation conforms to the statutory 75/25 split required by Labor Code section 2699, subdivision
21 (i).

22 The PAGA settlement amount reflects the realistic risks of establishing civil penalties at trial
23 given contested liability, offset by the significant time and expense required to litigate those claims
24 to judgment. Courts have wide discretion to reduce PAGA penalties, or to decline to award penalties
25 at all. Labor Code § 2699(e)(2); *Carrington v. Starbucks Corp.*, (2018) 30 Cal.App.5th 504 (trial
26 court awarded penalties of \$5 per pay period after a bench trial, which decision was upheld on
27 appeal); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) 2016 U.S. Dist. LEXIS
28 48557 (PAGA penalties denied after trial).

1 The requested PAGA allocation is consistent with amounts approved in comparable wage-
2 and-hour class settlements. *Van Kempen v. Matheson Tri-Gas, Inc.* (N.D. Cal. Aug. 25, 2017) 2017
3 U.S. Dist. LEXIS 137182 (granting final approval of \$5,000 PAGA penalty from \$370,000
4 settlement, or 1.4 percent of total settlement); *Slavkov v. First Water Heater Partners I* (N.D. Cal.
5 July 25, 2017) 2017 U.S. Dist. LEXIS 116303 (finding a \$7,500 PAGA payment reasonable when
6 measured against the overall settlement of \$345,000 and the possible weaknesses in plaintiffs' case,
7 or 2.2 percent of total settlement). The LWDA has been provided all required PAGA documents
8 and has had opportunity to review and respond to the proposed settlement. No objection from the
9 LWDA has been received. *Jennings v. Open Door Mktg. Inc.* (N.D. Cal. Oct. 3, 2018) 2018 U.S.
10 Dist. LEXIS 171356, at *27 (approving settlement with PAGA penalties where "[p]laintiffs [have]
11 submitted the settlement agreement to the LWDA, and the LWDA has not objected to the
12 settlement"). Moreover, notice of this motion was provided to the LWDA on September 2, 2026. A
13 true and correct copy of proof of submission is attached to the declaration of James Hawkins as
14 **Exhibit 7.**

15 The PAGA settlement is fair and reasonable in light of Defendant's denial of liability, the
16 risks of proving PAGA violations and penalties, the risks and delay of continued litigation, and the
17 monetary relief provided to Aggrieved Employees and the LWDA, and should thus be approved.

18 **VII. THE CLASS REPRESENTATIVE SERVICE AWARDS ARE FAIR AND**
19 **REASONABLE**

20 Plaintiffs seek Class Representative Service Awards of up to \$10,000.00 each of the named
21 plaintiffs, for a total of \$40,000.00. Plaintiffs agreed to represent similarly situated non-exempt
22 hourly paid employees who worked for Defendant in California, to obtain relief for the class, and to
23 consider the interests of the class as they would consider their own interests.

24 **A. LEGAL STANDARD**

25 Service awards "are intended to compensate class representatives for work done on behalf
26 of the class, to make up for financial or reputational risk undertaken in bringing the action, and,
27 sometimes, to recognize their willingness to act as a private attorney general." Rodriguez, 563 F.3d
28 at 958-59. "[T]he rationale for making enhancement or incentive awards to named plaintiffs is that

1 they should be compensated for the expense or risk they have incurred in conferring a benefit on
2 other members of the class.” Clark v. American Residential Services LLC, 175 Cal. App. 4th 785,
3 806 (2009).

4 A service award to a named class representative must be supported by evidence of the time
5 and effort expended by the individual and a reasoned explanation of the financial or other risks
6 undertaken by the class representative. Courts assess: (1) the actions the plaintiff has taken to protect
7 the interests of the class; (2) the degree to which the class has benefitted from those actions; (3) the
8 duration of the litigation and the amount of time and effort the plaintiff expended in pursuing it; and
9 (4) the risks to the plaintiff in commencing the litigation, including reasonable fears of workplace
10 retaliation, personal difficulties, and financial risks. (Staton v. Boeing (9th Cir. 2003) 327 F.3d 938,
11 977 (collecting cases awarding class representatives service and incentive payments ranging from
12 \$2,000 to \$25,000).)

13 **B. THE ACTIONS TAKEN AND THE DURATION AND EXTENT OF**
14 **PLAINTIFFS’ SERVICE**

15 This litigation has spanned nearly five years from the filing of the initial complaint through
16 the present Final Approval Hearing. Throughout that period, Plaintiffs actively supported the
17 prosecution of the Class’s claims at every stage.

18 Plaintiffs filed their various complaints in 2021 and 2022, and have served as the named
19 Class Representatives continuously since filing their respective action. During the course of the
20 litigation, the Parties engaged in extensive written discovery, including multiple rounds of
21 interrogatories and document requests, and deposition discovery—including the deposition of
22 Plaintiff Giulivo himself. Plaintiffs’ efforts to prosecute the case included discussing their
23 employment, job duties, work experiences, Defendant’s policies and practices, work hours, and the
24 facts supporting the claims with counsel; identifying potential witnesses; collecting and providing
25 employment-related documents, including wage statements, personnel documents, emails,
26 separation paperwork, and other records; discussing those documents with counsel; and reviewing
27 information produced or exchanged during the litigation and settlement process. (*See generally*
28 Declarations of Julie Giulivo, Michelle Rodriguez, Johnnie Silvestre, and William Davis.) Plaintiffs

1 remained available during the mediation process to assist with questions or issues that arose,
2 reviewed the settlement documents, and discussed the settlement terms with counsel before
3 executing the agreement. (*Id.*)

4 **C. THE RISKS INCURRED IN CARRYING FORWARD THE LITIGATION**
5 **DETAILS**

6 Plaintiffs also undertook the risks associated with serving as named representatives,
7 including potential exposure to court-awarded costs or attorneys' fees and the public-record
8 consequences of suing a current or former employer. (*Id.*) These efforts support the requested
9 service awards because Plaintiffs materially assisted counsel in investigating, prosecuting,
10 mediating, and resolving the claims for the benefit of the Class and Aggrieved Employees. (*Id.*)

11 Plaintiffs also incurred meaningful risks by serving as named representatives. (*Id.*) Each
12 understood that, if Plaintiffs did not prevail, they could potentially be responsible for court-awarded
13 litigation costs and possibly attorneys' fees. (*Id.*) They also understood that their names would
14 appear in public court records, creating the risk that current or prospective employers could learn
15 they had sued a current or former employer. (*Id.*) Plaintiffs nevertheless accepted these risks to
16 pursue relief on behalf of the Class and Aggrieved Employees, supporting the requested service
17 awards. (*Id.*)

18 **D. PLAINTIFFS' SERVICE HAS RESULTED IN A SIGNIFICANT BENEFIT**
19 **TO THE CLASS**

20 Plaintiffs' efforts conferred a meaningful benefit on the Class and Aggrieved Employees.
21 By sharing their firsthand experiences, work histories, job duties, schedules, and knowledge of
22 Defendant's policies and practices, Plaintiffs helped Class Counsel investigate the alleged wage-
23 and-hour violations and evaluate the strength of the claims. Plaintiffs also assisted by gathering and
24 reviewing employment-related documents, identifying relevant facts and potential witnesses,
25 remaining available during the mediation process, and reviewing the settlement terms with counsel.
26 Their participation helped counsel develop the factual record, prepare for mediation, and engage in
27 informed settlement negotiations. As a result of these efforts, Plaintiffs helped secure the Settlement
28 now before the Court, which provides monetary relief to Class Members and Aggrieved Employees

1 who may not otherwise have recovered absent this litigation.

2 **E. THE REQUESTED SERVICE PAYMENTS ARE REASONABLE**

3 The Settlement Agreement provides for a Class Representative Service Payment to Plaintiffs
4 of not more than \$10,000.00 to each Plaintiff, for a combined total of not more than \$40,000.00,
5 paid in addition to any Individual Class Payment and Individual PAGA Payment each is entitled to
6 receive as a Participating Class Member. The combined \$40,000.00 represents approximately 1.3%
7 of the Gross Settlement Amount of \$3,000,000.00. In light of the length and complexity of this
8 litigation, the risks incurred by Plaintiffs, not borne by the rest of the class, and the benefits conferred
9 thereon, the requested service payments are fair and reasonable. The concurrently filed Declarations
10 of Plaintiffs further detail the time, effort, and personal risks each undertook on behalf of the Class.

11 **VIII. CLASS COUNSEL’S REQUEST FOR ATTORNEYS’ FEES AND COSTS IS**
12 **REASONABLE AND SHOULD BE APPROVED**

13 **A. LEGAL STANDARD**

14 This Court has discretion over the amount of attorneys’ fees awarded and court approval is
15 required for Class Counsel’s fees. Cal. Rule of Court 3.769; *Levy v. Toyota Motor Sales, U.S.A.*
16 (1992) 4 Cal. App. 4th 807, 813; *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal. App. 4th 19. In
17 defining a reasonable fee, the Court should attempt to mimic the marketplace for cases involving
18 significant contingent risk. *Deposit Guaranty Nat’l Bank, Jackson, Miss. v. Roper* (1980) 445 U.S.
19 326, 338; *Lealao*, 82 Cal.App.4th at 49-50 (court should attempt “to award the fee that informed
20 private bargaining, if it were truly possible, might have reached” and a fee award should
21 approximate a “range of fees freely negotiated in comparable litigation”).

22 The United States Supreme Court has ruled that the parties to a class action properly may
23 negotiate not only the settlement of the action itself but also the payment of attorney’s fees. *Evans*
24 *v. Jeff D.* (1986) 475 U.S. 717, 734-35. In *Hensley v. Eckerhart* (1983) 461 U.S. 424, 437, the
25 Supreme Court explained that negotiated, agreed-upon attorney’s fee provisions are the ideal
26 towards which the parties should strive. The Supreme Court has further stressed that trial courts
27 have “a responsibility to encourage agreement” on fees. *Blum v. Stenson* (1984) 465 U.S. 886, 902
28 n.19.

1 **B. THE REQUESTED FEE OF ONE-THIRD OF THE GROSS SETTLEMENT**
2 **AMOUNT IS REASONABLE**

3 In approving fee applications, courts typically apply either a percentage-of-recovery method
4 or the lodestar method. *Laffitte v. Robert Half Int'l., Inc.* (2016) 1 Cal.5th 480, 489; *Wershba v.*
5 *Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254; *Hernandez v. Restoration Hardware, Inc.*
6 (2018) 4 Cal.5th 260. The California Supreme Court recognized the advantages and equities of
7 calculating attorney's fees using the percentage-of-the-common-fund method: "The recognized
8 advantages of the percentage method—including relative ease of calculation, alignment of
9 incentives between counsel and the class, a better approximation of market conditions in a
10 contingency case, and the encouragement it provides counsel to seek an early settlement and avoid
11 unnecessarily prolonging the litigation—convince us the percentage method is a valuable tool that
12 should not be denied our trial courts." *Laffitte*, 1 Cal.5th at 503.

13 Both California and federal courts have long recognized an appropriate method for
14 determining the award of attorney's fees is based on a percentage of the total value of benefits
15 afforded to class members by the settlement. *Serrano v. Priest* (1977) 20 Cal.3d 25, 34; *Boeing Co.*
16 *v. Van Gemert* (1980) 444 U.S. 472, 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d
17 759, 769. Awarding a fee based on a percentage of the common fund recovered operates to "spread
18 litigation costs proportionately among all the beneficiaries so that the active beneficiary does not
19 bear the entire burden alone." *Vincent*, 557 F.2d at 769.

20 Without prosecution on a contingent basis and use of the class action mechanism, the
21 courthouse door would effectively be closed to most class members due to the relatively small size
22 of their individual claims in relation to the enormous time and cost associated with class action
23 litigation. *Conte, Attorney Fee Awards* (2d ed. 1993) § 104.

24 Review of class action settlements shows that courts have historically awarded fees in the
25 range of 20 to 50 percent, depending upon the circumstances of the case. *In re Warner*
26 *Communications Sec. Litig.* (S.D.N.Y. 1985) 618 F.Supp. 735, 749-50; *Newberg on Class Actions*
27 (3d ed.) § 14.03, p¶ 13-14 ("Usually 50% of the fund is the upper limit on a reasonable fee award
28 from a common fund in order to assure that the fees do not consume a disproportionate part of the

1 recovery obtained for the class, although somewhat larger percentages are not unprecedented.”).
2 The requested one-third falls squarely within this range.

3 In determining a reasonable percentage fee, courts apply a five-part test: (1) the results
4 achieved; (2) the risk of litigation; (3) the skill required and the quality of work; (4) the contingent
5 nature of the fee and the financial burden carried by the plaintiffs; and (5) awards made in similar
6 cases. *Laffitte*, 1 Cal.5th at 489; *Paul, Johnson, Alston & Hunt v. Gaulty* (9th Cir. 1989) 886 F.2d
7 268, 272 (the benchmark percentage fee may be adjusted to account for the circumstances involved
8 in a case). Here, Class Counsel seeks attorneys’ fees of 33.33% of the Gross Settlement Amount,
9 estimated at \$1,000,000.00. This fee request is supported by the work and effort required to achieve
10 the Settlement, the litigation risks and complexities, the contingent nature of Class Counsel’s
11 representation, Class Counsel’s skill and experience, and the result achieved.

12 As to results, the Gross Settlement Amount of \$3,000,000 provides a real benefit to the class,
13 especially when considered in light of the risks inherent in moving for and maintaining class
14 certification and representative treatment, as well as succeeding on the merits of the claims, proving
15 damages and penalties, and the possibility that Defendant’s defenses could reduce or eliminate
16 recovery. Moreover, Class Counsel took this matter entirely on contingency, receiving no
17 compensation during nearly five years of active litigation, including significant discovery and two
18 full-day mediations. At no point during this period was any recovery guaranteed. There is a
19 substantial difference between the risk assumed by attorneys being paid by the hour and attorneys
20 working on a contingent fee basis. The attorney being paid by the hour can go to the bank with his
21 fee. *Powers v. Eichen* (9th Cir. 2000) 229 F.3d 1249, 1256. The attorney working on a contingent
22 basis can only log hours while working without pay towards a result that will hopefully entitle him
23 to a market fee considering the risk and other factors of the undertaking. Success is never guaranteed.
24 *McKittrick v. Gardner* (4th Cir. 1967) 378 F.2d 872, 875. Indeed, if counsel is not adequately
25 compensated for the risks inherent in difficult class actions, competent attorneys will be discouraged
26 from prosecuting similar cases. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-33; *Cazares v.*
27 *Saenz* (1989) 208 Cal. App. 3d 279, 287. Class Counsel’s fee request is based on the work invested
28 in achieving a substantial result, the contingent risk undertaken, the benefits conferred on the Class,

1 and the positive response of the Class, and Class Counsel advanced costs and deferred payment with
2 no guarantee of recovery.

3 **C. LODESTAR CROSS-CHECK**

4 “A lodestar cross-check thus provides a mechanism for bringing an objective measure of the
5 work performed into the calculation of a reasonable attorney fee.” Laffitte, 1 Cal.5th at 504. The
6 Declaration of James R. Hawkins, filed concurrently herewith, sets forth Class Counsel’s billing
7 records for this matter including the total hours expended by each timekeeper, each timekeeper’s
8 hourly rate, and total lodestar figure. Class Counsel’s reasonable hourly rates are consistent with the
9 prevailing market rate in the Los Angeles and Orange County area for counsel of comparable
10 experience in complex wage-and-hour class action and PAGA litigation. (Hawkins Final Decl., ¶¶
11 49–64.)

12 As a cross-check on the percentage-of-the-fund analysis, the requested fee of \$1,000,000.00
13 reflects a reasonable multiplier when compared against Class Counsel’s lodestar. Class Counsel has
14 devoted 1,110.8 hours to this litigation, resulting in a total lodestar of \$776,038.50. (Hawkins Final
15 Decl., ¶ 49- 58.) The requested fee of \$1,000,000.00 represents a multiplier of approximately 1.28
16 (*Id.* ¶ 62) A low multiplier is itself strong evidence of the reasonableness of the requested fee. Courts
17 routinely approve fees where the lodestar cross-check confirms that the percentage-of-the-fund
18 result does not overcompensate counsel. Here, the cross-check does just that.

19 **D. COSTS**

20 Class Counsel requests reimbursement of litigation costs and expenses incurred in
21 prosecuting the action. The Settlement Agreement provides for a Class Counsel Litigation Expenses
22 Payment of not more than \$50,000.00. Class Counsel has incurred out-of-pocket litigation costs
23 over the course of nearly five years of litigation, including filing fees, service fees, and the
24 substantial expense of two separate all-day mediation sessions. (Hawkins Final Decl., ¶¶ 65–69, Ex.
25 6; Nourmand Decl., ¶ 14; Bainer Decl., ¶ 5.) Class Counsel is entitled to recover “those out-of-
26 pocket expenses that would normally be charged to a fee-paying client.” *Harris v. Marhoefer* (9th
27 Cir. 1994) 24 F.3d 16, 19. The common fund doctrine also permits recovery of costs from the fund.
28 *Serrano*, 20 Cal.3d at 35; *Rider v. County of San Diego* (1992) 11 Cal.App.4th 1410, 1424 n.6. The

1 requested costs are reasonable and should be approved. The requested costs should be approved
2 because they represent actual out-of-pocket expenses incurred in prosecuting the action, advanced
3 by counsel without guarantee of reimbursement.

4 **IX. SETTLEMENT ADMINISTRATION AND DISTRIBUTION**

5 The Declaration of Madely Nava of Apex, filed concurrently herewith, sets forth in detail
6 the administration services performed to date, including reconciling the Class Data, mailing of the
7 Court-approved Revised Class Notice, address updating and skip tracing efforts, and maintenance
8 of the email address and toll-free telephone number. (Admin Decl. ¶¶ 3–15)

9 Apex Class Action was appointed Settlement Administrator, mailed notice to 37,868
10 individuals after NCOA processing, skip traced returned notices, re-mailed notices where updated
11 addresses were found, achieved successful notice to approximately 98.1% of Class Members to
12 whom notice was sent, received no objections, and received only 6 Requests for Exclusion as of the
13 Administrator’s declaration. (Admin Decl. ¶¶ 11–15) The Court approved Settlement
14 Administration Expenses not to exceed \$145,750.00. Apex performed its duties diligently and with
15 care, and the requested amount is appropriate and reflects the effort Apex expended and will
16 continue to expend in carrying out the administration and eventual distribution of the Settlement.
17 Upon final approval, the Settlement Administrator should be directed to distribute payments
18 consistent with the Settlement Agreement, the final approval order, and the judgment.

19 **X. CONCLUSION**

20 The Settlement is the product of arm’s-length, non-collusive negotiations between
21 experienced counsel after substantial investigation and discovery. It provides a \$3,000,000.00
22 common fund, direct monetary relief to Participating Class Members and Aggrieved Employees, a
23 PAGA payment to the LWDA, and no requirement that Class Members submit claims to receive
24 payment. The Court previously found the Settlement within the range of reasonableness, the notice
25 program reached over 98% of identified Class Members, no objections were received, and only 6
26 Class Members requested exclusion.

27 For the reasons detailed above and in the declarations of counsel submitted concurrently
28 herewith, Plaintiffs respectfully request that the Court grant final approval of the Settlement,

1 approve the requested attorneys' fees, litigation costs, Settlement Administration Expenses, and
2 Class Representative Service Awards, and enter judgment.

3
4 Respectfully submitted,

5 Dated: September 2, 2026,

JAMES HAWKINS, APLC

6
7 By: 

8 James R. Hawkins
9 Christina M. Lucio

10 Attorney for Plaintiffs

11 Dated: September 2, 2026,

THE BAINER LAW FIRM

12
13 By: /s/Matthew R. Bainer

14 Matthew R. Bainer, Esq.

15 Attorneys for Plaintiffs

16 Dated: September 2, 2026,

THE NOURMAND LAW FIRM, APC

17 By: /s/Michael Nourmand

18 Michael Nourmand, Esq.
19 James A. De Sario, Esq.

20 Attorneys for Plaintiffs
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