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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

YVONNE LABRA and ANABEL MADRIGAL, individually, on a representative basis, and on behalf of all others similarly situated;

Plaintiffs,

vs.

PENN EMBLEM COMPANY, a Pennsylvania Corporation; and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2300385
[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]

PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Filed Concurrently with Declarations in Support Thereof and [Proposed] Final Order and Judgment

<u>Hearing</u>
Date: October 22, 2025
Time: 8:30 a.m.
Dept.: 1

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TO THE HONORABLE COURT AND TO ALL PARTIES AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on October 22, 2025, at 8:30 a.m., or as soon thereafter as this matter may be heard by the Honorable Harold Hopp in Department 1 of the Riverside County Superior Court located at 4050 Main Street, Riverside, CA 92501, Plaintiffs Yvonne Labra and Anabel Madrigal respectfully move this Court for an Order granting final approval of the class action settlement between Plaintiffs and Defendant Penn Emblem Company, which was preliminarily approved by the Court. This Motion, which is supported and unopposed by Defendant, seeks final approval and entry of judgment of a $700,000 settlement on behalf of 726 Participating Class Members.

Specifically, Plaintiffs will and hereby do move the Court to grant final approval of the Class Action and PAGA Settlement Agreement and Release of Claims (the "Settlement Agreement"), and enter the proposed order and final judgment filed concurrently herewith:

1. Finally certifying the Class, as defined in the Settlement Agreement and the Court's Order Granting Preliminary Approval of the Settlement;

2. Finally appointing Plaintiffs as Class Representatives for purposes of settlement;

3. Finally appointing Brian Mankin and Peter Carlson of Lauby Mankin Lauby LLP, Mehrdad Bokhour of Bokhour Law Group P.C., and Matthew J. Matern and Joshua D. Boxer of Matern Law Group, PC, as Class Counsel for purposes of settlement;

4. Finding that the Class Notice Packet was properly provided to the Class in accordance with the Court's Order granting Preliminary Approval;

5. Finally approving the settlement as fair, adequate, and reasonable, based upon the terms set forth in the Settlement Agreement;

6. Binding Participating Class Members, Plaintiffs, and the State of California to the terms of the Settlement Agreement, including the Released Class Claims and Released PAGA Claims specified therein; and

7. Retaining jurisdiction to enforce the Settlement Agreement.

This Motion will be based upon this notice; the attached memorandum of points and authorities; the Declarations of the Settlement Administrator (Jonathan Paul of Xpand), Class

Counsel (Brian Mankin, Peter Carlson, Mehrdad Bokhour, Dalia Khalili) and Plaintiffs Yvonne Labra and Anabel Madrigal filed concurrently herewith; the records and files in this action; and any other further evidence or argument that the Court may receive at or before the hearing.

Dated: September 30, 2025 LAUBY, MANKIN & LAUBY LLP

BY: ______________________
Brian J. Mankin, Esq.
Attorneys for Plaintiffs and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF ARGUMENT AND ESSENTIAL POINTS

Pursuant to California Rules of Court, Rule 3.769 (d) and (e), Plaintiffs Yvonne Labra and Anabel Madrigal respectfully request that this Court grant final approval of the Class Action and PAGA Settlement Agreement and Release of Claims (the "Settlement Agreement" or "S.A.") on file in this action, which is supported and unopposed by Defendant Penn Emblem Company, and enter the proposed order and final judgment in this matter.

There are several essential reasons why this settlement should be approved, and judgment entered accordingly, as follows:

- After considerable work in litigation, along with substantial exchange of information via discovery and informal exchange prior to mediation, the Parties reached a $700,000 settlement on behalf of 726 Class Members;
- The Class Members were deemed to participate in the Settlement and were not required to submit a claim form to receive funds;
- There is no reversion to Defendant; and
- There were <u>zero</u> objections and <u>zero</u> Requests for Exclusion, meaning 100% of the Class is currently participating in the Settlement.

Thus, in accordance with the analysis and law set forth herein, as well as in the preliminary approval motion, the Settlement should be approved, and judgment entered based on the determination that the Settlement is fair, reasonable, adequate, and in the best interests of the Class. (Declaration of Class Counsel, Brian J. Mankin ["Mankin Decl."] ¶¶ 13, 36).

II. SUMMARY OF THE SETTLEMENT

Plaintiffs and the Class Members include all current and former nonexempt (hourly paid) employees employed by Defendant in California, including Direct Hires and Temporary Employees (as those capitalized terms are defined in the S.A.), during the Class Period (January 20, 2019, through March 17, 2025). The primary claims (which Defendant vehemently disputed) involved allegations that Defendant failed to pay the Class all wages owed, failed to provide compliant meal and rest breaks, failure to reimburse business expenses, failure to pay vested vacation, as well as wage statement violations, waiting time penalties, other derivative claims, and PAGA penalties arising from the same underlying conduct.

The Settlement includes 726 Participating Class Members, and the following is a breakdown of how the funds are allocated under the Settlement Agreement (Declaration of Jonathan Paul of Xpand ("Paul Decl.") ¶ 13):

Gross Settlement Amount	**$ 700,000.00**
Attorneys' Fees (1/3)	$ 233,333.33
Litigation Costs	$ 21,023.33
Administrator Costs	$ 9,240.00
PAGA Penalties	$ 20,000.00
Class Representative Service Awards ($10k each)	$ 20,000.00
Net Settlement Amount	**$ 396,403.34**

The Participating Class Members were deemed to participate and did not need to submit a Claim Form to receive payment. (S.A. ¶ 30). Each Participating Class Member will receive an Individual Class Payment which will be calculated and apportioned from the Net Settlement Amount based on the number of Weeks Worked during the Class Period. (S.A. ¶ 54(c)).

Assuming all of the amounts in the Settlement are approved by the Court, the highest payment to Participating Class Members is estimated to be approximately $2,866.17, the average payment is estimated to be $545.26, and average PAGA payment to Aggrieved Employees is $12.66. (Paul Decl. ¶ 13).

The Individual Settlement Payments to Participating Class Members will be allocated as one-third to wages subject to standard withholdings and two-thirds for interest and statutory penalties (pursuant to, *e.g.*, California Labor Code sections 203, 210, 226) from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations. (S.A. ¶ 54(d)). Payments to Aggrieved Employees will be treated as civil penalties and paid on a Form 1099.

The Settlement Agreement provides that Defendant shall fund the Settlement Amount on the later of December 1, 2026, or 10 days after the Effective Date; the Settlement Administrator is then required to issue payments within 10 calendar days of receipt of the payment. (S.A. ¶¶

77, 78). Class Members will have 180 days to cash the settlement check. (S.A. ¶ 79). If a Class Member fails to cash a check by the deadline, the Administrator shall issue unclaimed funds to the California State Controller in the name of the Participating Class Member/Aggrieved Employee.

III. THE NOTICE PROCESS

A. Notice to the Class Members

Pursuant to the Court's Order and the Settlement Agreement, the Parties directed the Settlement Administrator to review and update the Class Members' addresses, mail the Court-approved Notice Packet, and process their responses. (Paul Decl. ¶ 4). Prior to mailing the Notice Packet, the Settlement Administrator performed a National Change of Address search on all Class Members to determine if any had moved. (*Id.* at ¶ 4). Then, on July 10, 2025, the Notice Packet was sent via first-class mail to 726 Class Members to advise each about the suit and settlement. Thirty-five Notice Packets were returned as undeliverable. In response, the Settlement Administrator used skip-tracing and updated the addresses for eighteen individuals, while seventeen Notice Packets remain undeliverable, resulting in a 97.7% success rate in mailing the Notice Packets. (*Id.* at ¶ 4).

In accordance with California Rules of Court, Rules 3.766(d) and 3.769(f), the Notice Packet provided Class Members with (1) a brief explanation of the case; (2) an explanation of each Settlement Class Member's right to opt out of the settlement class; (3) an explanation of the process (and relevant deadlines) through which a Class Member could opt out of the settlement class; (4) notice about the binding nature of the Judgment for Class Members who do not opt out; (5) an explanation of each Settlement Class Member's right to appear through counsel; (6) an explanation of each Settlement Class Member's right to appear at the fairness hearing and express views on the settlement, i.e., object or otherwise respond; and (7) an explanation of each Class Member's right to participate in the Settlement and receive payment accordingly. (*See* **Exhibit B** to the Paul Decl.). The Class Notice also attached an Objection Form and a Request for Exclusion Form. (*Ibid*.)

/ / /

B. There were No Objections or Requests for Exclusion, Resulting in an Impressive 100% Class Participation in the Settlement

California law makes clear that the percentage of objectors and opt-outs is an important factor in the Court's consideration of a proposed class action settlement. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802; *see also Mandujano v. Basic Veg. Prods., Inc*. (9th Cir. 1976) 541 F.2d 672, 677 (where the Ninth Circuit recognized that the number or percentage of class members who object to the settlement is a significant factor in the final fairness analysis).

In this case, there are zero objections and zero opt-outs to the Settlement -- meaning that 100% of the Class Members are currently participating in the Settlement. (Paul Decl. ¶¶ 6-8). Considering this positive reaction to the Settlement and its overall terms, it is clear that the Settlement, which was the product of arm's-length negotiations, is fair and reasonable and the Parties therefore respectfully request that the Court grant final approval and enter the proposed judgment as requested. *See Dunk,* 48 Cal.App.4th at 1800-1802 (class action settlements should be approved if they are fair and reasonable, and a low percentage of objectors and opt-outs is evidence of an agreement's fairness).

IV. EVALUATION OF THE SETTLEMENT

It is axiomatic that California law strongly favors and encourages settlements. *See Stambaugh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236. This presumption in favor of settlement applies with particular force in the context of class actions. *See Ferguson v. Lieff, Cabraser, Heimann & Bernstein* (2003) 30 Cal.4th 1037 (Kennard, J., concurring and dissenting) ("[p]ublic policy favoring settlement is especially weighty for class actions"); *Bell v. Am. Title Ins. Co.* (1991) 226 Cal.App.3d 1589, 1607-1608 (affirming approval of a class settlement and implicitly endorsing its citation of federal precedent for the notion that there is a "strong public policy in favor of settlement of class actions"); *Van Bronkhorst v. Safeco Corp*. (9th Cir. 1976) 529 F.2d 943, 950 ("it hardly seems necessary to point out that there is an overriding public interest in settling and quieting litigation. This is particularly true in class action suits").

When entertaining a request for final approval of a class action settlement, a court's fundamental consideration is whether the settlement is fair, adequate and reasonable. *Dunk*, 48

Cal.App.4th at 1801, fn. 7 (noting that state courts look to federal authority concerning the approval of class settlements); California Rules of Court, Rule 3.769 (g).

Fairness is presumed when: (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; (4) the percentage of objectors and opt outs is small, and (5) the range of reasonableness of the settlement fund to a possible recovery in light of all attendant risks of litigation." *Dunk*, 48 Cal.App.4th at 1802. All five of these factors are discussed in detail below.

A. The Settlement was Reached through Informed Arms-Length Negotiation

Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless evidence to the contrary is offered. Thus, there is a presumption here that the negotiations were conducted in good faith. *See* 3 Alba Conte & Newberg, *supra*, at § 11.51. The proposed settlement here was the product of arm's-length negotiation before a highly experienced and reputable class action mediator to reach a settlement.

Here, Plaintiffs and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the action as set forth in the Settlement, concluded that the settlement terms are fair, reasonable, and in the best interest of the Settlement Class.
As the Settlement Agreement itself reveals, the Settlement is designed to fairly and adequately compensate all Class Members. And, pursuant to California Rules of Court Rule 3.769(b), the parties have disclosed the agreed upon and proposed attorney fee award, which is well within the range of reasonableness for matters of this nature.

B. Plaintiffs' Investigation was Sufficient

As set forth at the time of preliminary approval, Class Counsel's investigation into the facts and merits of the wage and hour claims alleged included analysis of substantial amounts of information, correspondence, documents, pay data, policies and procedures, and evidence relating to the class size and the commonality of the claims. During this process, Plaintiffs and

Class Counsel conducted investigations into the potential claims of the similarly situated employees, as well as researching and investigating Defendant's defenses. Finally, Class Counsel synthesized and analyzed information provided by Defendant as to total Class Members, the number of current and former employees, the number of employees who worked during various time periods, and prepared comprehensive damage calculations regarding the claims.

C. Class Counsel are Experienced in Similar Litigation and Endorse the Settlement

Class Counsel are experienced in this type of litigation, and they have (and hereby do) represent that this Settlement is fair and reasonable. (Mankin Decl. ¶¶ 2-6; Carlson Decl. ¶¶ 2-8; Bokhour Decl. ¶¶ 3-14; Khalili Decl. ¶¶ 12-28); *see 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152 (Final approval of settlement affirmed where counsel were all experienced litigators with class-action experience and had recommended settlement based on the negotiated terms).

D. Reasonable Estimated of the Nature and Amount of Recovery

Plaintiffs' Motion for Preliminary Approval contained a comprehensive *Kullar* analysis which sufficiently provided the Court with "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. Of course, a settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. *Wershba v. Apple Computers, Inc*. (2001) 91 Cal.App.4th 246, 250 ("Compromise is inherent and necessary in the settlement process … even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this 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 litigation").

Considering the uncertainties of protracted litigation, this negotiated settlement reflects the best practicable recovery for the Class. While the total settlement amount is, of course, a compromise figure, the potential risks and opportunities of both parties were effectively weighed and considered by the parties, resulting in a fair and equitable settlement. Based upon detailed data obtained through informal discovery and information exchanges, and factoring in class certification probabilities and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims for mediation in order to reach a realistic and reasonable resolution as set forth at preliminary approval.

V. THE REQUESTED ATTORNEYS' FEES ARE FAIR AND REASONABLE

For their efforts in creating a common fund for the benefit of the class, the Settlement Agreement provided that Class Counsel may seek reasonable fees of $233,333.33 (one-third of the Gross Settlement Amount). These fees are warranted under the law and within the range of fees commonly awarded in similar cases.

As shown herein, the requested percentage of one-third of the settlement fund as payment for attorneys' fees should be granted for several reasons. First, one-third is the standard benchmark in California for class action settlements. *See, e.g.*, *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n. 11 ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery"). Second, the California Supreme Court upheld that the percentage of the fund method survives in California class action cases. *See Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480. Third, the requested amount is eminently reasonable through the prism of a lodestar cross-check. Accordingly, this request should receive final approval.

A. Plaintiffs are Entitled to Recover Reasonable Attorneys' Fees Under the Labor Code

Plaintiffs and the Class in this action are entitled to recover reasonable attorneys' fees, expenses and costs under Labor Code § 218.5, which provides that, "[i]n any action brought for the nonpayment of wages ... the Court shall award reasonable attorneys' fees and costs to the prevailing party." In addition, Plaintiffs and the Class are entitled to recover reasonable attorneys' fees pursuant to Labor Code § 1194.2, which provides that, "… any employee receiving less than the legal minimum wage … applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage… including … reasonable attorney's fees, and costs of suit." Plaintiffs are also entitled to fees and costs under Labor Code § 226(e) (employee who prevails on claim for itemized wage statement violation "is entitled to an award of costs and reasonable attorneys' fees"), under PAGA (Labor Code § 2699(g), which provides "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, including any filing fee paid"), and, potentially, Code of Civil Procedure § 1021.5.

B. Class Counsel's Request for Fees is Reasonable and Properly Calculated as a Percentage of the Common Fund

Under the "common fund" doctrine, the request for attorneys' fees in the amount of 1/3 of the common fund is reasonable and appropriate, because (1) it is within the approved range for percentages awarded as attorneys' fees in similar cases; (2) it is supported by the high quality of Class Counsel's work on this case and the results obtained for the Class; (3) the Class had sufficient notice of the fee request; (4) it is supported by the fact that this case was handled on a contingency basis and was undertaken despite various risks and expenses; and (5) the lodestar cross-check supports the fee request.

1. The Attorneys' Fees Requested Here Fall Within the Reasonable Range Awarded in Cases Under the Established Common Fund Method

The California Supreme Court approved trial courts' usage of the common fund method of awarding attorneys' fees in wage and hour class actions, like this one, and upheld a fee award of 1/3 of the total settlement amount obtained for the class. *See Laffitte,* 1 Cal.5th at 506; *see also,* 4 Newberg on Class Actions, § 14:6 at 552 ("fee awards in class actions average around one-third of the recovery"). Specifically, in *Laffitte*, the Court wrote: "[w]e join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created"). *Id.* at 506. The California Supreme Court also noted that trial courts have the discretion to award fees as a percentage of the common fund, with or without the necessity to conduct a lodestar cross-check. *Id.* ("…[Courts] … retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.").

The California Supreme Court's *Laffitte* decision was consistent with its prior rulings recognizing that "when a number of persons are entitled in common to a specific fund, and an action brought by … plaintiffs for the benefit of all results in the creation or preservation of that fund, such … plaintiffs may be awarded attorneys' fees out of the fund." *Serrano III v. Priest* (1977) 20 Cal.3d 25, 34; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478 ("[A] lawyer who recovers a common fund . . . is entitled to reasonable attorneys' fees from the fund as a whole"). Notably, when fees are calculated as a percentage of the common fund, they should be calculated based on the amount that was available to be claimed, rather than as a percentage of the actual amount claimed. *See Boeing Co.,* 444 U.S. at 475-6, 480-1 (the SCOTUS held that attorneys for a successful class may recover a fee based on the fund created for the class, even if some class members make no claims against the fund, so that money remains in it that will be returned to the defendant, explaining: "[t]heir [class members'] right to share the harvest of the lawsuit upon proof of their identity, whether or not they exercise it, is a benefit in the fund created by the efforts of the class representatives and their counsel." *See also Williams v. MGM-Pathe Communs. Co*. (9th Cir. 1997) 129 F.3d 1026, 1027 (trial court "abused its discretion by basing the fee on the class members' claims against the fund rather than on a percentage of the entire fund or on the lodestar").

2. The High Quality of Work and Excellent Result Support the Award

In addition to the fact that a Class benefit was created with a non-reversionary common fund settlement, the fairness of the requested fee award of 1/3 of the Settlement Amount is supported by the high quality of work performed by Class Counsel and the positive result obtained for the Class in spite of the risks of ongoing litigation. This result occurred because Class Counsel diligently, efficiently, and creatively pursued this case and reached a settlement for the benefit of the entire Class. The fact that the settlement was embraced and supported by the Class, as evidenced by a 100% participation rate, demonstrates that Class Counsel obtained a favorable result for the Class.

3. Class Members had Sufficient Notice of the Requested Fees

California Rules of Court, Rule 3.769, requires that the Class Members be given notice of any agreement regarding an application for attorneys' fees. Here, the Notice preliminarily approved by the Court and distributed to the Class Members apprised them that Class Counsel will ask for fees of one-third of the Gross Settlement Amount. (Paul Decl., Exh. B).

The Class Notice also advised the class members of the procedures for objecting to the proposed settlement and appearing at the settlement hearing, where they could present their objections to any aspect of the settlement, including the amount of attorneys' fees to be awarded to class counsel. *Litwin v. iRenew Bio Energy Solutions, LLC* (2014) 226 Cal.App.4th 877, 883 ("Procedural due process requires that affected parties be provided with 'the right to be heard at a meaningful time and in a meaningful manner'"). In accordance with the foregoing, it is respectfully submitted that the instant notice complied with Rule 3.769 and, as a result, the Class Members' due process rights were fulfilled.

4. The Contingent Nature of Class Counsel's Representation Further Supports the Fee Award at 1/3 of the Common Fund

An additional factor militating in favor of the granting of the requested fee award is the fact that this case was both legally and financially risky for Class Counsel. *See Vizcaino v. Microsoft Corp* (9th Cir. 2002) 290 F.3d 1043, 1048-49. Class Counsel have been representing the Class in this matter on a strictly contingency basis, and as such, incurred the risk of non-recovery after a substantial investment of time, money, and resources, and have done so since the inception of this case without any payment or compensation. Specifically, there was the prospect of enormous cost inherent in class action litigation; the risk that Defendant could prevail on its argument that the class should not be certified; and the risk that Defendant could prevail on the merits of some or all of the claims.

The court in *Horsford v. Board of Trustees of California State University*, 132 Cal.App.4th 359 (2005) analyzed this issue and held that, when determining the market-level compensation to award to contingent fee attorneys, the analysis must take into account the large risk inherent in such situations:

> The market value of the services provided by plaintiffs' counsel in a case of this magnitude must take into consideration that any compensation has been deferred for up to four years from the time an hourly fee attorney would begin collecting fees from his or her client; that the demands of the present case substantially precluded other work during that extended period, which makes the ultimate risk of not obtaining fees all the greater (since the attorneys must use savings or incur debt to keep their offices afloat and their families fed during the years-long litigation); and that a failure to fully compensate for the enormous risk in bringing even a wholly meritorious case would effectively immunize large or politically powerful defendants from being held to answer for constitutional deprivations, resulting in harm to the public."

Id. at 399-400.

Indeed, as Class Counsel can attest, not all class/PAGA cases are successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar, often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation or coordination or preemption, being top filed, etc.). According to Mayer Brown LLP's study entitled, An Empirical Analysis of Class Actions, cited in *Laguna v. Coverall North America, Inc*. (9th Cir. 2014) 753 F.3d 918, found that only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.[1]

5. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award

Despite recognized limitations of the so-called lodestar method, some California and federal courts acknowledge the utility of a lodestar "cross-check."[2] (*Lealao,* 82 Cal.App.4th at 46-47.) Under the "lodestar multiplier" method of cross-checking the reasonableness of attorneys' fees in class actions, the court ascertains Class counsel's total "lodestar" amount by multiplying the number of hours reasonably expended by each attorney or legal staff member by their hourly rates, and then enhances or reduces this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty or difficulty of the case, its contingent nature, and the

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[1] www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

[2] In practice, the lodestar method is difficult to apply, time-consuming to administer, inconsistent in result, and capable of manipulation. In addition, the lodestar creates inherent incentive to prolong the litigation until sufficient hours have been expended. Herr, David F., *Manual for Complex Litigation,* § 14.121 (1988); *See also In re Activision* (N.D. Cal 1989) 723 F.Supp 1373.

degree of success achieved. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-96; *Press v. Lucky Stores, Inc*. (1983) 34 Cal.3d 311, 322; *Lealao,* 82 Cal.App.4th at 43 (court has discretion to use a multiplier to ensure that the "fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation").

Historically, California courts have approved multipliers of 1.5 to 4. *See, e.g., Wershba*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher"); In *Sternwest Corp. v. Ash*, for instance, the Court of Appeal remanded for a lodestar enhancement of "two, three, four or otherwise." *Sternwest Corp v. Ash* (1986) 183 Cal.App.3d 74, 76.

Here, the fees requested by Class Counsel are reasonable. The combined lodestar for Class Counsel amounts to $225,797.50 (*see* Mankin Decl. ¶¶ 14-26; Carlson Decl. ¶¶ 9-14; Bokhour Decl. ¶¶ 20-22; Khalili Decl. ¶¶ 29-30) and this results in a request for only a fractional lodestar multiplier of only 1.03 (essentially no multiplier).

The hourly rates above are comparable to those of other attorneys with equal or similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at *www.laffeymatrix.com* indicates that the benchmark rates are $878/hour for an 11–19-year attorney and $1,057/hour for a 20+ year attorney). The reasonableness of Class Counsel's rates is reinforced by facts showing that local attorneys in Los Angeles engaged in complex litigation bill at rates far higher than Class Counsel – and far higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles Department of Water and Power is paying outside counsel at minimum rates of $1,800 for partners, $1,180 per hour for associates with 7 years of experience or more, and LADWP even pays first year associates $745 per hour. *See* https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits (last visited June 5, 2025).

Moreover, the Wolters Kluwer 2023 Real Rate Report ("Real Rate Report") provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data, comprising millions billing entries from a hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area: (a) the rate for partners in Los

Angeles is between $840 and $1,159 per hour for the middle and upper quartiles, and (b) the rates for associates with seven or more years of experience, the upper quartile rate is $888 per hour. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms, which makes it "a much better reflection of true market rates than self-reported rates in all practice areas." *Brown v. CVS Pharmacy, Inc*. (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21; *PLCM Group*, 22 Cal.4th at 1085 (holding that rates should be premised upon precisely this form of independent, "objective" rate data that reflects "fair market" rates actually billed to clients "in the community for similar work").

Class Counsel are also highly experienced in Class/PAGA litigation, including having been named by the LA Times as one "Southern California Leading Lawyers" in the May 2023 issue of Consumer Attorneys of Southern California (a recognition given to 17 employment law attorneys in 2023), having been selected as "Super Lawyer" in employment litigation over the last 5 consecutive years, having achieved large settlements, having prevailed at trial in PAGA-only actions and Class Action jury trials. Indeed, Class Counsel's rates are typical of the rates charged by defense counsel with similar experience doing similar work in this region.

Thus, Plaintiffs' Counsel's rates reasonable and typical, and the attorneys' fees requested confirm that the fee request is fair and reasonable under the lodestar multiplier cross-check.

VI. THE REQUESTED COSTS AND SERVICE AWARD ARE REASONABLE

A. The Requested Costs are Reasonable and Merit Approval

The Settlement Agreement authorized litigation costs of up to $30,000. (S.A. ¶ 54(f)). Class Counsel's actual costs through the final approval hearing are $21,023.33. (Mankin Decl. ¶ 28 and Exhibit C thereto; Bokhour Decl. ¶ 25; Khalili Decl. ¶ 31). These costs include mediation fees, filing fees, expert charges, CourtCall charges, service costs, among others.

B. The Requested Service Awards are Reasonable and Merit Approval

A named plaintiff is an essential ingredient of any class action and an incentive award is appropriate to induce individuals to step forward and assume the burdens and obligations of representing the Class. Courts regularly approve a service payment to compensate named plaintiffs for their service to the class and the risks they incurred during the litigation. *See, e.g. Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named Plaintiff for their efforts in bringing class action); *Rodriguez v. West Publishing* (9th Cir. 2009) 563 F.3d 948, 959 (stating that incentive awards are "intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.").

Defendant agreed to pay a Service Award of $10,000 to each Plaintiff in recognition of their contribution as Class Representative. (*See, generally,* Plaintiffs' Declarations). Moreover, Plaintiffs came forward and undertook significant risks, including the risk of being blackballed in the industry and the risk that they could have been liable for Defendant's costs if they lost. This factor is a significant one for a wage earner, and the potential risk is very real. *See Whiteway v. FedEx Kinkos Office & Print Svcs., Inc.* (N.D. Cal. Dec. 17, 2007) 2007 WL 4531783, at *3 ("the few courts to consider this 'class representatives' dilemma' have not found it inequitable to assess costs upon the lead or named plaintiff in a class action.").)

Plaintiffs also committed a significant number of hours to assist with the litigation/settlement processes of this case. The requested Service Awards are reasonable, particularly in light of the substantial benefits Plaintiffs generated for the Class Members, the risks they undertook, and the time and effort devoted to assisting with the Class/PAGA settlement. (*See, generally,* Plaintiffs' Declarations).

VII. OTHER MATTERS FOR FINAL APPROVAL

A. Settlement Administrator Costs

The Administrator, Xpand, agreed to administer the settlement for a flat-fee of $9,240, an amount preliminarily approved by this Court. This amount was fully disclosed to the Class Members in the Class Notice, and no Class Members objected to it. Xpand's declaration also fully complies with the CMO regarding the fixed fee and other work to be performed. As such, the Parties request that the Administrator's fee request be approved.

B. Uncashed Checks

The Settlement Agreement provides that if checks are not cashed within the 180 day check cashing period, then the uncashed funds will be issued to the California State Controller's Office in the name of the Class Member and/or Aggrieved Employee.

C. Final Report

After Defendant issues payment to the Administrator, the Administrator will then have 10 days to issue payment to the Class Members, who will then have 180 days to cash their checks. Thereafter, the Administrator must hold any uncashed checks for one year (the required "dormancy period") before sending the funds to the California State Controller in the name of the Participating Class Member/Aggrieved Employee. Thus, the Parties propose submitting a declaration from the Administrator setting forth the money that was actually paid to the class members on approximately July 9, 2027.

VIII. <u>CONCLUSION</u>

Plaintiffs respectfully submits that the Settlement is fair, adequate, and reasonable, and merits approval. This motion is unopposed by Defendant.

Dated: September 30, 2025 LAUBY, MANKIN & LAUBY LLP

BY: ______________________________
Brian J. Mankin, Esq.
Attorneys for Plaintiffs and the Class

PROOF OF SERVICE
(Pursuant to CCP §§ 1013(a)(1) and 2015.5)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 5198 Arlington Avenue, PMB 513, Riverside, CA 92504.

On September 30, 2025, I caused to be served the foregoing document(s) described as follows:

PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[ ] **By Mail** I deposited such envelope in the mail at Riverside, California. The envelope was mailed with postage thereon fully prepaid.

[ ] **By Facsimile** I sent this document via fax to all parties as listed on attached service list, on

[ ] **By Overnight Service** I deposited such envelope in a facility regularly maintained by the United Parcel Service for receipt of items for overnight delivery, with overnight delivery expenses prepaid, addressed to the person to be served.

[X] **By Email or Electronic Transmission:** Pursuant to CCP § 1010.6 or an agreement of the parties to accept service by email or electronic transmission, I caused the document(s) to be sent from email address tracie@lmlfirm.com to the persons at the electronic notification address listed in the service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was not successful.

[ ] **By Certified Mail-Return Receipt Requested** I caused such envelope with postage fully prepaid thereon, to be placed in the United States mail at Riverside, California

[ ] **By Personal Service** I caused said document(s) to be personally served by hand on the parties listed on the attached service list.

[X] **State** I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 30, 2025, Riverside, California.

[ ] **Federal** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Tracie Chiarito

Tracie Chiarito, Declarant

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