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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

HEATHER-ANN MONTERO, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

BISCO INDUSTRIES, INC., an Illinois
corporation; and DOES 1 through 100,
inclusive

Defendants.

CASE NO. 23STCV00918

*[Case Assigned for all purposes to the Hon.
William F. Highberger; Dept. SSC-10]*

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: July 09, 2025
Time: 10:00 a.m.
Dept.: 10

Action Filed: January 23, 2023
Trial Date: None Set

PLEASE TAKE NOTICE that on July 09, 2025, at 10:00 a.m., or as soon thereafter as the matter may be heard in Department 10 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, Plaintiff Heather-Ann Montero (“Plaintiff”), as individual and on behalf of a class of similarly situated individuals, will and hereby does move this Court for an order pursuant to California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court:

1. Confirming the certification of the Settlement Class for settlement purposes under California Code of Civil Procedure § 382;
2. Confirming the appointment of Plaintiff Heather-Ann Sisson (née Montero) as the Class Representative for settlement purposes;
3. Confirming the appointment of Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel for settlement purposes;
4. Granting final approval of the proposed Stipulation of Settlement (“Settlement Agreement”);
5. Approving an award of \$2,561,076.64 in attorneys’ fees to Class Counsel;
6. Approving an award of \$32,037.23 in actual litigation costs reimbursement to Class Counsel;
7. Approving the payment of \$187,500 to the California Labor and Workforce Development Agency for its share of PAGA penalties;
8. Approving an award of \$10,000.00 in costs to CPT Group, Inc. for its settlement administration services;
9. Approving Class Representative Enhancement Payment of \$10,000.00 to Plaintiff Heather-Ann Montero for her service as Class Representative; and
10. Entering final judgment in the form of the [Proposed] Judgment and Order Granting Plaintiff’s Motion for Final Approval of Class Action Settlement, Attorneys’ Fees and Costs, and Class Representative Enhancement Payments (the “[Proposed] Judgment and Order”) submitted herewith.

1 This Motion is made on the following grounds: (1) the Settlement Class continues to meet
2 the requirements for class certification for settlement purposes only under Code of Civil
3 Procedure § 382; (2) Plaintiff and Class Counsel continue to be adequate representatives of the
4 Settlement Class; (3) the Settlement is a fair, adequate, and reasonable compromise of disputed
5 wage and hour claims; (4) the requested awards of attorneys' fees and costs, Class Representative
6 Enhancement Payment, and settlement administration costs are all fair, adequate, and reasonable;
7 and (5) in light of the foregoing, the [Proposed] Judgment and Order submitted concurrently
8 herewith should be entered so as to give finality to, and allow for disbursements from, the
9 Settlement.

10 This Motion is based on this Notice of Motion; the attached Memorandum of Points and
11 Authorities; the supporting declarations of Fletcher W. Schmidt, Andrew J. Rowbotham, Paul K.
12 Haines, Plaintiff Heather-Ann Sisson, and Kaylie O'Connor of CPT Group, Inc., and the exhibits
13 attached thereto; the Settlement Agreement; all other pleadings and papers on file in this action;
14 and on any further oral or documentary evidence or argument presented at the time of hearing.

15 Dated: June 13, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

16
17 By:



Fletcher W. Schmidt
Attorneys for Plaintiff

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Heather-Ann Sisson (née Montero) (“Plaintiff”) hereby submits this
4 Memorandum of Points and Authorities in support of his Motion for Final Approval of this Class
5 Action Settlement (the “Settlement”) on behalf of all current and former non-exempt employees
6 who worked for Defendant Bisco Industries, Inc. (“Defendant”) in California between January
7 13, 2019, and August 23, 2024¹ (the “Class Period”). Plaintiff and Defendants are referred to
8 collectively as “the Parties.”

9 This is a \$7,683,229.91² non-reversionary Settlement, in which all participating
10 Settlement Class members will automatically receive payments without the need to submit a claim
11 form. This results in average Individual Settlement Payments of approximately \$9,698.42 to each
12 of the 497 participating Settlement Class members, with the highest Individual Settlement
13 Payment expected to be approximately \$24,574.03. Further, this Settlement provides additional
14 consideration to the State of California and 362 Allegedly Aggrieved Employees for settlement
15 of Plaintiff’s claim for civil penalties under the Private Attorneys General Act, Labor Code §
16 2698 *et seq.* (“PAGA”), resulting in average additional individual PAGA payments of
17 approximately \$172.65, with the highest additional individual PAGA payment expected to be
18 approximately \$295.00. The overall average payout, inclusive of the PAGA payments, works out
19 to **\$9,824.18**. This is an exceptional resolution of the disputed wage and hour claims at issue in
20 this case considering the significant litigation risks that Plaintiff faced. After receiving notice of
21 the proposed Settlement and the estimated Individual Settlement Payments, zero Settlement Class
22

23 ¹ As discussed in more detail in Section II, *infra*, following preliminary approval, the
24 Settlement Administrator determined that the escalator clause in Paragraph 3.1.1 of the
25 Settlement Agreement had been triggered because the total workweeks slightly exceeded the
26 55,305 workweek threshold. As a result, Defendant exercised its option to end the Class Period
on August 23, 2024 rather than August 31, 2024, which at the time was believed to reduce the
total workweeks to 55,291.

27 ² As discussed in more detail in Section II, *infra*, the Gross Settlement Amount (“GSA”) has
28 increased from \$7,500,000.00 to \$7,683,229.91 as a result of the total workweeks worked
during the already-truncated Class Period increasing from 55,291 to 56,533 due to the discovery
of a data error.

members objected to the Settlement or opted out from participation, resulting in a 100% participation rate.

As explained below, the Court should grant Plaintiff's Motion in its entirety because: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes under Code of Civil Procedure § 382; (2) the Settlement is a fair, adequate, and reasonable compromise of the disputed claims in this case; and (3) the amounts requested for Class Counsel's attorneys' fees and costs, Plaintiff's Class Representative Enhancement Payments, payment to the LWDA, and settlement administration costs are all fair, adequate, and reasonable. In light of the foregoing, this Court should enter the [Proposed] Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payments (the "[Proposed] Judgment and Order"), submitted concurrently herewith.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant is a supplier and distributor of fasteners, hardware, and electronic components for aerospace, communication, and military applications, among others. Declaration of Fletcher W. Schmidt ("Schmidt Decl."), ¶ 9. Like all Settlement Class members, Plaintiff was employed by Defendants as a non-exempt employee in California during the Class Period and was subject to Defendants' allegedly unlawful wage and hour policies and practices. Declaration of Heather-Ann Sisson (née Montero) ("Sisson Decl."), ¶¶ 3.

On January 13, 2023, Plaintiff initiated the instant action, alleging Defendant failed to: (i) pay all overtime wages owed; (ii) provide all lawful meal periods; (iii) provide all lawful rest periods; (iv) reimburse necessary business expenses; (v) issue accurate itemized wage statements; (vi) timely pay all final wages upon separation; and (vii) comply with California's Unfair Competition laws. Schmidt Decl., ¶ 10. On March 20, 2023, Plaintiff filed a First Amended Complaint, adding an eighth cause of action for civil penalties under the Private Attorneys General Act, Labor Code section 2698, *et seq.* (PAGA), based on the same underlying Labor Code violations. *Id.*

1 Prior to mediation and unbeknownst to Plaintiff, in approximately February 2024
2 Defendant began extending individual settlement offers to substantially all Settlement Class
3 members, offering a live check for \$500 to each employee along with a release of liability that
4 would become effective upon the cashing of the check.³ Schmidt Decl., ¶ 11. However, shortly
5 after this process began, Plaintiff (who was a former employee at that time) was personally
6 informed of the *Pick-Up-Stix* campaign and immediately alerted her counsel to the ongoing
7 process. *Id.* Over the subsequent weeks, due in large part to the personal connections that Plaintiff
8 had with her former co-workers and their word-of-mouth organization efforts, Class Counsel was
9 contacted by approximately 40 employees, the majority of whom expressed their solidarity with
10 the lawsuit and their willingness to help in any way possible. *Id.* It was during this process that
11 Class Counsel discovered that the core issue in the lawsuit (misclassification of non-exempt
12 employees as exempt employees) was not limited to sales employees as Plaintiff originally
13 believed, but in fact extended to *all* of Defendant's employees including those in the warehouse,
14 supply-chain, human resources, and accounting departments. *Id.*

15 Based on information provided by Defendant, a total of 307 employees (referred to herein
16 as the *Pick-Up-Stix* Class members") ultimately cashed their checks, which could have potentially
17 resulted in the *Pick-Up-Stix* Class members being excluded from any potential certified class in
18 the future if this matter had not been resolved. Schmidt Decl., ¶ 13. Defendant represents that it
19 paid a total of \$153,500 through this process to the *Pick-Up-Stix* Class Members, but, as described
20 below in further detail, the parties agreed to include all employees, regardless of whether they did
21 or did not cash the *Pick-Up-Stix* check, in the proposed Settlement and will treat the \$153,500⁴
22 as a pre-payment towards the Gross Settlement Amount. In order to place all Settlement Class
23

24 ³ Concurrently, Defendant was also seeking to enter into arbitration agreements with all of its
25 employees by providing each employee a separate live check for \$200 that stated that the
26 cashing of the check would be treated as acceptance of the terms of the arbitration agreement.
27 Schmidt Decl., ¶ 12. However, no employees are being excluded from the Settlement Class on
the basis of any arbitration agreements. *Id.*

28 ⁴ This amount does **not** include any of the amounts paid in connection with the purported
arbitration agreements, which are not being credited towards the Gross Settlement Amount.
Schmidt Decl., ¶ 13.

members on equal footing, the proposed Settlement calls for each Settlement Class Member who did *not* accept the original *Pick-Up-Stix* offer to be paid a baseline of \$500 each prior to calculating their proportionate share of the Net Settlement Amount based on their weeks worked during the Class Period. *See* Settlement at ¶¶ 1.37, 2.4, 3.2.4.

The Parties mediated this matter with Eve Wagner, Esq. on April 05, 2024. Schmidt Decl., ¶ 14. At the conclusion of said mediation, the Parties accepted Ms. Wagner’s proposal for a class-wide resolution of all claims. *Id.* Over the following weeks, the Parties then finalized and executed the long form Settlement Agreement (“Settlement Agreement”) that the Court preliminarily approved on February 03, 2025. *Id.*, Exhibit 1 (Preliminary Approval Order).⁵

Following preliminary approval and prior to the mailing of notices, the Settlement Administrator determined that the escalator clause in Paragraph 3.1.1 of the Settlement Agreement had been triggered due to the total workweeks slightly exceeding 55,305. *See* Declaration of Kaylie O’Connor (“O’Connor Decl.”) at ¶ 15. As a result, Defendant elected to shorten the Class Period by one week, from August 31, 2024 to August 23, 2024, which at the time was believed to reduce the total workweeks to 55,291. *Id.* The truncation of the Class Period did not change the number of Settlement Class members in any way. *Id.*

On March 7, 2025, the Court-approved Notice of Class Action Settlement (“Class Notice”) and the Notice of Individual Settlement Payment (collectively, the “Notice Packet”) was mailed via U.S. first-class mail to 496 potential Settlement Class members in English via U.S. First Class Mail. *See* Declaration of Kaylie O’Connor (“O’Connor Decl.”), ¶¶ 4, 7, Exhibit A. Settlement Class members had until May 6, 2025, to submit disputes, objections, and/or requests for exclusion (the “Response Deadline”). *Id.*, ¶¶ 6.

During the notice period, one individual, Randy Salas, contacted Class Counsel because he had not received a notice packet but believed that he qualified as a Settlement Class Member. Schmidt Decl., ¶ 33. Class Counsel raised the issue with Defendant, who confirmed that Mr. Salas was indeed a Settlement Class Member and had been inadvertently omitted, likely because he had

⁵ On November 14, 2025, Plaintiff submitted the Parties’ Settlement Agreement to the LWDA in connection with the filing of the Motion for Preliminary Approval. *See* Schmidt Decl., ¶ 15, Exh. 2.

1 originally been hired as an intern. *Id.* Mr. Salas has now been provided a notice packet and has
2 signed a declaration confirming that he does not intend to object or opt-out from the Settlement.
3 *See* Declaration of Randy Salas, filed concurrently herewith. Defendant’s counsel also confirmed
4 that no other interns had been excluded from the settlement class. Schmidt Decl., ¶ 33.

5 During the notice period, the Settlement Administrator received two other challenges from
6 Settlement Class members contesting the number of eligible workweeks credited to them, which
7 were reviewed in compliance with Paragraph 7.8 of the Settlement Agreement. O’Connor Decl.,
8 ¶ 12. In the course of reviewing the challenges, Defendant discovered that due to an inadvertent
9 error, an approximate five-week period of employee data had been omitted from the employee
10 data provided to the Settlement Administrator. O’Connor Decl., ¶ 14-15; Schmidt Decl., ¶ 34.
11 After accounting for the missing employee data (and the inclusion of Mr. Salas), the total
12 workweeks were re-calculated to be 56,533. O’Connor Decl., ¶ 15. Because the corrected number
13 of total workweeks exceeds the threshold in the escalator clause in Paragraph 3.1.1 of the
14 Settlement Agreement and notices had already been mailed, the parties agreed that Defendant
15 would pay an additional \$183,229.91,⁶ bringing the Gross Settlement Amount (“GSA”) from
16 \$7,500,000.00 to \$7,683,229.91. *Id.* at ¶ 16. This will mean that there will be no dilution to any
17 Individual Settlement Payments due to the increase in total workweeks, and no Settlement Class
18 members will receive less than the amount estimated in their notice packet (although some
19 Settlement Class members will receive *more* than estimated). Schmidt Decl., ¶ 34. Indeed, the
20 adjustment to the GSA results in average payments that are more than \$250 higher per person
21 than they would have been if the escalator clause had not been triggered. *Id.*

22 After the Response Deadline passed, zero Settlement Class members had objected to the
23 Settlement or opted out from participation, resulting in a 100% participation rate. *Id.*, ¶¶ 9-12, 17.
24 Plaintiff now respectfully submits the Settlement for this Court’s final approval.

25
26
27 ⁶ This amount was calculated based on the following formula $((56,533 / 50,277) - 0.1) * \$7,500,000 - \$7,500,000 = \$185,269.14$, pursuant to Paragraph 3.1.1 of the Settlement
28 Agreement.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

The Settlement Class includes: “All current and former non-exempt employees who worked for Defendants in California between January 13, 2019 and August 23, 2024 (the “Class Period”).” *See* Schmidt Decl., Exhibit 1.

B. Monetary Terms

Defendants will pay a non-reversionary Gross Settlement Amount (“GSA”) of \$7,683,229.91. *See* Settlement, ¶ 3. The Net Settlement Amount (“NSA”) is the amount remaining from the GSA after deducting Court-approved amounts for attorneys’ fees (\$2,561,076.64) and verified costs reimbursement (\$32,037.23), the Class Representative Enhancement Payment (\$10,000.00), settlement administration costs (\$10,000.00), and payment to the LWDA for its share of PAGA penalties (\$187,500.00). *See id.*; Schmidt Decl., ¶ 16, Exhibit 3 (Expense Summary);⁷ Based on these requested amounts, the NSA is calculated to be approximately \$4,882,616.04, which includes the \$62,500.00 PAGA payment to the Allegedly Aggrieved Employees. *See* O’Connor Decl., ¶ 18; Settlement, ¶ 1.29.

CPT Group, Inc. (“CPT”) will calculate and apportion Individual Settlement Payments based on the proportionate number of workweeks worked by each participating Settlement Class member during the Class Period, as well as membership in the various subclasses. Settlement, ¶¶ 3.2.4.1-2. Further, 25% of the PAGA Amount will be paid to all Allegedly Aggrieved Employees, regardless of their election to opt-out from participating in the class action portion of the Settlement, based on the proportionate number of workweeks worked by the Allegedly Aggrieved Employees during the PAGA Period. *Id.*, ¶ 3.2.5.1. Individual Settlement Payments will be classified as 20% wages (subject to applicable withholdings) to be reported on an IRS Form W-2, and 80% penalties and interest (not subject to withholdings) to be reported on an IRS Form 1099. *Id.*, ¶ 3.2.4.3. The portion of the PAGA Amount payable to the Allegedly Aggrieved

⁷ Class Counsel’s expense summary identifies Class Counsel’s to-date out of pocket expenses as \$31,744.84. *See* Schmidt Decl., Exhibit 3. The total amount that Class Counsel is requesting for expense reimbursement (\$32,037.23) includes an additional \$292.39 in anticipated future costs for the filing and service of the Motion for Final Approval and the Settlement Administrator’s final accounting declaration, which will be incurred by Class Counsel following the filing of this motion. Schmidt Decl., ¶ 16.

Employees will be allocated as 100% penalties to be reported on an IRS Form 1099. *Id.*, ¶ 3.2.5.1. Further, Defendants will pay the employer’s share of payroll taxes separate and apart from, and in addition to, the GSA. *Id.* ¶ 4.

C. Summary of Notice Process

On February 17, 2025 and March 4, 2025, Defendants provided CPT, the Court-approved Settlement Administrator, with a class data file containing the names, last known mailing addresses, phone numbers, social security numbers, number of Class workweeks, number of PAGA pay periods, and any amount paid as a *Pick-Up-Stix* payment. O’Connor Decl., ¶ 4. After performing address updates and verifications, CPT mailed the Notice Packet to 496 potential Settlement Class members on March 7, 2025. *Id.*, ¶¶ 4-7, Exhibit A. Following the initial mailing, 4 Notice Packets were returned. *Id.*, ¶ 8. As a result of CPT’s use of a skip trace, 7 Notice Packets were re-mailed. *Id.*, ¶ 9. Ultimately, no Notice Packets remain undeliverable. *Id.* Settlement Class members had until May 6, 2025 to submit objections, disputes, and/or requests for exclusion. *Id.*, ¶¶ 7. As of the date of this filing, not a single Settlement Class member objected to the Settlement or opted out from participation, resulting in a 100% participation rate. *Id.*, ¶¶ 10-11.

D. Timing of Payments

Defendants will deposit the remaining portion of the GSA (\$7,529,791.91, which is the revised GSA less the \$153,500 already paid through the *Pick-Up-Stix* process) plus the amounts necessary to fully pay Defendants’ share of the associated payroll taxes with the Settlement Administrator on the later of fifteen (15) calendar days after the Administrator provides all information necessary for Defendant to transfer funds to a Qualified Settlement Fund, or fifteen days after the Effective Date.⁸ *See* Settlement, ¶ 4.1. Within fourteen (14) days following the full

⁸ The “Effective Date” is defined in the Settlement Agreement as the date on which the Judgment becomes a Final Judgment. For purposes of this Settlement Agreement, the final judgment “becomes final” only after the Court grants the motion for final approval of the settlement and upon the latter of (i) the period for filing any appeal, writ, or other appellate proceeding challenging or opposing the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (ii) any appeal, writ or other appellate proceeding challenging or opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii) any appeal, writ or other appellate proceeding has upheld the Court’s final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective, and Defendant will

1 funding of the GSA, the Settlement Administrator will calculate each Individual Settlement
2 Payment and mail the Individual Settlement Payments to the participating Settlement Class
3 members. *Id.*, ¶ 4.2. Settlement Class members will have 180 days from the date CPT mails the
4 Individual Settlement Payments to cash their checks. *Id.*, ¶ 4.2.1. In the event that there are any
5 uncashed checks remaining after 180 days, CPT will transfer any remaining funds to the
6 California Controller’s Unclaimed Property Fund. *Id.*, ¶ 4.2.4.

7 The Parties submit that the distribution method called for under the Settlement Agreement
8 is proper as a party-selected distribution, subject to this Court’s approval. This method of
9 distribution ensures that no portion of the GSA will be “unpaid...unclaimed or abandoned,” as
10 required for C.C.P. § 384 to apply, as the value of any uncashed checks will be distributed to the
11 California Controller’s Unclaimed Property Fund. If approved by the Court, such a distribution
12 procedure will result in C.C.P. § 384 not applying to the instant Settlement. Accordingly, the
13 procedures set forth in C.C.P. § 384 are inapplicable to the present Settlement, and the Court may
14 approve the proposed distribution method without running afoul of C.C.P. § 384, as amended.

15 **IV. ARGUMENT**

16 **A. This Court Should Confirm its Conditional Certification of the Settlement** 17 **Class for Settlement Purposes Because It Meets All of the Requirements for** 18 **Class Certification Under Code of Civil Procedure § 382**

19 Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable
20 and its members are too numerous for joinder to be practical; (2) the representative and absent
21 class members share a community of interest, and questions of law and fact common to the class
22 predominate over questions unique to individual class members; (3) the representative’s claims
23 are typical of the class’ claims; and (4) the representative will fairly and adequately represent the
24 class’ interests. *See Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. Here, the Court
25 found that the Settlement Class meets all the requirements for class certification for settlement
26 purposes when it granted preliminary approval of the Settlement on February 03, 2025. *See*

27 _____
28 not be obligated to fund this Settlement, until the Court’s order approving the Settlement is completely
final, and there is no further recourse by an appellant, objector, or intervenor who seeks to contest the
Settlement. . *See Settlement*, ¶ 1.17.

Schmidt Decl., Exhibit 1. Since then, no events have cast doubt on the propriety of this determination, and in fact, the reaction of the Settlement Class members has been overwhelmingly supportive of the Settlement, with not a single Settlement Class member objecting to the Settlement or opting out from participation, resulting in a 100% participation rate. *See* O'Connor Decl., ¶¶ 9-12, 17. The Court should therefore confirm its conditional certification of the Settlement Class.

B. This Court Should Finally Approve the Settlement Because it is a Fair, Adequate, and Reasonable Compromise of Disputed Wage and Hour Claims

California courts have a strong policy in favor of settlement. *See Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. *See Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79. This approval process consists of preliminary settlement approval, notice being given to class members, and a final fairness and approval hearing being held, at which class members can be heard with respect to the settlement. *Id.* Now that the settlement administrator has provided notice to the Settlement Class members, Plaintiff respectfully requests that the Court finally approve the Settlement as fair, adequate, and reasonable.

1. *The Settlement was Reached at Arms' Length, Through Experienced Counsel and an Experienced Mediator, and Was Based on Sufficient Information to Intelligently Negotiate a Fair Settlement Considering the Claims Asserted and Risks of Continued Litigation*

A settlement is presumptively fair where it is reached through arms'-length bargaining, based on sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is experienced in similar litigation, and the percentage of objectors to the settlement is small. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the case. *Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438. In exercising these powers, the overriding concern is to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk, supra*, 48 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider include, but are not limited to:

1 [T]he strength of plaintiff's case, the risk, expense, complexity and likely
2 duration of further litigation, the risk of maintaining class action status
3 through trial, the amount offered in settlement, the extent of discovery
4 completed and the stage of the proceedings, the experience and views of
counsel, the presence of a governmental participant, and the reaction of the
class members to the proposed settlement.

5 *Id.* These factors require balancing, are non-exhaustive and, as such, trial courts should tailor the
6 factors to each case and give due regard to "what is otherwise a private consensual agreement
7 between the parties." *Id.*

8 "In the context of a settlement agreement, the test is not the maximum amount plaintiffs
9 might have obtained at trial on the complaint, but rather whether the settlement is reasonable
10 under all of the circumstances." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
11 250. Because settlements inherently involve compromise, even settlements providing for
12 substantially narrower relief than what may be obtained if the suit were successfully litigated can
13 be reasonable because, "the public interest may indeed be served by a voluntary settlement in
14 which each side gives ground in the interest of avoiding litigation." *Id.* (quoting *Air Lines*
15 *Stewards, etc., Local 550 v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)).

16 Here, the Settlement resulted from extensive arms'-length settlement negotiations
17 between qualified and experienced counsel with the aid of a well-respected and experienced
18 neutral third-party mediator. The Settlement is fair, adequate, and reasonable for all Settlement
19 Class members. While Plaintiff steadfastly maintain that her claims are meritorious, Defendants
20 vigorously contest liability and the appropriateness of class treatment and, correspondingly,
21 Plaintiff acknowledges the risks and uncertainty in proceeding with class certification and
22 eventually trial, which justify a downward departure from the maximum exposure that Plaintiff
23 calculated each claim carried.

24 As detailed in Plaintiff's Motion for Preliminary Approval, Defendants maintain their
25 timekeeping policies/practices comply with California law, and that they properly compensate
26 Settlement Class members for all hours worked. Schmidt Decl., ¶ 19. Furthermore, Defendant
27 argues that overtime hours were not required, and that many employees worked little, if any,
28 overtime hours, such that even assuming Plaintiff's overtime claim was certified, the damages
would fall significantly short of Plaintiff's projections. *Id.* Defendant would also have the ability

1 to rely on the arbitration agreements and/or *Pick-Up-Stix* releases, which applied to 71% and 38%
2 of current and former employees, respectively, and covered approximately 55% of all workweeks,
3 to dramatically shrink the size of any potential class in the event that the matter proceeded through
4 litigation. *Id.*

5 As to Plaintiff's meal period allegations, Defendant contends they maintained lawful meal
6 period policies/practices throughout the Class Period. Schmidt Decl., ¶ 21. Defendant contends
7 that it provided all employees with an hour-long meal period that was informally scheduled at the
8 four-hour mark or earlier and allowed employees leeway and discretion on when to take their
9 meal, such that decisions to delay or interrupt their meal period were not done at the direction of
10 Defendant. *Id.* Defendant contends that Plaintiff's meal period claim is not suited for class
11 certification as individual inquiries would be required to assess whether employees voluntarily
12 chose to arrive early or work through meal periods, which could be dependent on their location,
13 job title, and manager, resulting in an unmanageable series of mini-trials. *Id.* Even if the meal
14 period claim was certified, Defendants contend that the damages would not be as high as Plaintiff
15 projected given that compliant meal periods were provided for almost all shifts, and late or missed
16 meal periods were the exception. *Id.* Defendant also intended to enforce the arbitration
17 agreements and *Pick-Up-Stix* releases to limit the scope of any class if the matter proceeded
18 through litigation. *Id.*

19 As to Plaintiff's rest period claim, Defendants maintains they authorized and permitted
20 the Settlement Class members to take all lawful rest periods to which they are entitled. Schmidt
21 Decl., ¶ 23. Defendant maintains that it authorizes all employees to take two 15-minute rest
22 periods during each shift, and allows employees complete freedom and discretion to choose when
23 to take their rest periods and never required any employees to return to work if they indicated that
24 they were taking their rest period. *Id.* Defendant also asserts that this claim is unmanageable and
25 not suited for class certification, as it requires individualized inquiries into whether an employee's
26 manager placed any explicit or implicit pressure on the employee to skip rest periods, and that,
27 similar to the meal period claim, formal discovery and depositions would prove that most
28 employees suffered few, if any, rest period violations. *Id.* Defendant also intended to enforce the

1 arbitration agreements and *Pick-Up-Stix* releases to limit the scope of any class if the matter
2 proceeded through litigation. *Id.*

3 In response to Plaintiff's allegations that Defendant failed to reimburse all necessary
4 business expenses, Defendant argues that it maintains a policy to reimburse all reasonable and
5 necessary business expenditures and that, to the extent that any expenses were not reimbursed,
6 they were not reasonably incurred. Schmidt Decl., ¶ 25. Defendant maintains that at all times
7 during the relevant time period, it provided all necessary telephones and computers and that the
8 decision to work from home was always optional, and that to the extent an employee chose to
9 work from home for their own convenience, any expenses incurred were not "necessary." *Id.* This
10 claim faces similar obstacles towards certification as Plaintiff's other claims, particularly that it
11 would require a series of mini-trials to determine which employees were actually required to use
12 their cell phone or internet for business purposes and in which pay periods such expenses were
13 allegedly incurred. *Id.* Defendant also intended to enforce the arbitration agreements and *Pick-*
14 *Up-Stix* releases to limit the scope of any class if the matter proceeded through litigation. *Id.*

15 As to Plaintiff's derivative claims for wage statement, waiting time, and PAGA penalties,
16 Defendants argue that Plaintiff's underlying claims will fail and, as a result, these derivative
17 claims will also fail. Schmidt Decl., ¶ 27; see *Price v. Starbucks Corp.* (2011) 192 Cal.App.4th
18 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims
19 also fail."). Moreover, Defendant argues that it would be able to use the arbitration agreements
20 and/or *Pick-Up-Stix* releases to preclude wage statement and waiting time penalties such that
21 these penalties would not be recoverable in all pay periods or for all employees. *Id.* Defendant
22 also argues that to the extent it prevailed in showing minimal or lesser damages at trial, the PAGA
23 penalties would similarly be reduced so as not to be "unjust, arbitrary and oppressive, or
24 confiscatory." *Id.*

25 These considerations not only bore heavily on the negotiations leading to the Settlement,
26 but also confirm that the Settlement is a fair, adequate, and reasonable compromise considering
27 the risks of further litigation. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff
28 and Class Counsel carefully vetted the claims at issue and conducted a detailed analysis of

Defendants’ data to arrive at the calculated damages figures. It was only after this comprehensive analysis that the Parties participated in a mediation session and ultimately accepted the mediator’s proposal for the Settlement now before the Court. Thus, while these risks are far from exhaustive, they show that the Settlement is fair, adequate, and reasonable.

2. *The Settlement Fairly, Reasonably, and Adequately Compensates Class Members Because Each Settlement Class Member Will Be Paid Based on the Extent of His or Her Injury*

CPT will calculate Individual Settlement Payments based on the proportionate number of workweeks worked by each participating Settlement Class member during the Class Period divided by the total number of workweeks worked by all participating Settlement Class members, after first allocating \$500 to each non-Pick-Up-Stix Class Member. *See* Settlement, ¶¶ 3.2.4.1-2. This method of distribution compensates Settlement Class members based on the estimated extent of their injuries, as Settlement Class members who worked more workweeks during the relevant time period were subjected to more of the alleged wage and hour violations than those who worked fewer workweeks. Thus, the formula is tethered to the damages and penalties that Settlement Class members could recover and is therefore, fair, adequate, and reasonable.

3. *The 100% Participation Rate and Zero Opt-Outs Further Confirm That the Settlement is Fair, Adequate, and Reasonable*

The Settlement Class members’ response to the Settlement is relevant in evaluating whether it merits final approval. *Dunk, supra*, 48 Cal.App.4th at 1801. Further, the absence of objections and requests for exclusion support a fairness presumption. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a “particularly impressive” favorable response from class members). Here zero Settlement Class members objected to the Settlement or opted out from participation, resulting in a 100% participation rate. *See* O’Connor Decl., ¶ 9-12, 17. This extremely positive reaction from the Settlement Class members further confirms that the Settlement is fair, adequate, and reasonable.

C. The Requested Award of Attorneys’ Fees is Reasonable as a Percentage of the Maximum Settlement Amount Confirmed by a Lodestar Cross-Check

Plaintiff and the Settlement Class members are entitled to recover their attorneys’ fees and

costs for their wage claims. *See* Labor Code §§ 226(e), 1194, and 2699(g). A fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See, e.g., Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1290-91; *Westside Community for Independent Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 352-53; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 (finding that “when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney’s fees out of the fund.”).

California state and federal courts routinely award fee awards of one-third of the settlement fund in class actions. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11; *see also Wershba, supra*, 91 Cal.App.4th at 254 (recognizing the “percentage of recovery” method); *In re Pacific Enterprises Securities Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award). Indeed, the California Supreme Court approved the use of the “percentage of fund” method in California. *See Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 506 (“the percentage of fund method survives in California class action cases...”). Specifically, the *Laffitte* Court held:

The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—convince us the percentage method is a valuable tool that should not be denied our trial courts.

Id., at 503 (internal citation omitted); *see also Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (holding that the percentage of the fund method more accurately reflects the results achieved than the lodestar method and “establishes reasonable expectations on the part of Plaintiffs’ attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation.”); *In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 300 (3d Cir. 2005) (“The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure.”). This is consistent with Class Counsel’s experience in similar wage-and-hour class action matters. *See* Schmidt Decl., ¶ 4.

1 Here, Class Counsel’s fee request of \$2,561,076.64, representing one-third of the revised
2 GSA, is the same percentage sought in *Laffitte*, and is fair and reasonable based on the percentage
3 of the recovery method. Schmidt Decl., ¶ 28. In *Laffitte*, the California Supreme Court held that
4 trial courts have discretion to assess the reasonableness of fee awards with tools such as the
5 “lodestar cross-check,” whereby the trial court calculates counsel’s lodestar and determines
6 whether the “lodestar multiplier” needed to bring the lodestar on par with the percentage of
7 recovery is reasonable. *Laffitte*, 1 Cal.5th at 503-06. Under the lodestar method, the court
8 multiplies the number of hours reasonably expended by each attorney or legal staff member by
9 their reasonable hourly rates, then enhances this lodestar figure by a “multiplier” to account for a
10 range of factors, such as the contingent nature of the case and the degree of success achieved. *See*
11 *Serrano v. Priest*, (1977) 20 Cal.3d 25, 48-49; *Ketchum v. Moses*, (2001) 24 Cal.4th 1122, 1132-
12 36; *Thayer v. Wells Fargo Bank*, (2001) 92 Cal.App.4th 819, 834 (“There is no hard-and-fast rule
13 limiting the factors that may justify an exercise of judicial discretion to increase or decrease a
14 lodestar calculation”).

15 Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g.*,
16 *Chavez*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *Coalition for L.*
17 *County Planning etc. Interest v. Bd. of Supervisors*, (1977) 76 Cal.App.3d 241, 251 (approving
18 multiplier of approximately 12.8). In class and representative actions, where the value of the
19 benefit conferred “can be monetized with a reasonable degree of certainty,” a court may “adjust
20 the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is
21 reasonable and within the range of fees freely negotiated in the legal marketplace in comparable
22 litigation.” *Consumer Privacy Cases*, (2009) 175 Cal.App.4th 545, 557.

23 In this case, Plaintiff’s Counsel has a lodestar of approximately \$368,347.50, which results
24 in a 6.95 multiplier compared to the \$2,561,076.64 fee request. Schmidt Decl., ¶ 29. A summary
25 showing the number of hours of work performed by each attorney and paralegal is set forth below.
26 *Id.* The billing rates used are reasonable in view of the evidence submitted herewith.⁹ *Id.*, ¶¶ 2-
27

28 ⁹ When setting rates, courts should utilize attorneys’ “current” rates, i.e., their rates at the time of the fee application. This accounts for the delay in receiving payment, as well as lost interest and inflation. *See*

7, Exhibit 4 (2025 *Laffey* Matrix); Declaration of Paul K. Haines (“Haines Decl.”), ¶¶ 2-12; Declaration of Andrew J. Rowbotham (“Rowbotham Decl.”), ¶¶ 2-9.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$925	130.0	\$120,250
Fletcher W. Schmidt (13th Year Attorney)	\$825	186.4	\$153,780.00
Andrew J. Rowbotham (9th Year Attorney)	\$725	127.1	\$92,147.50
Haines Law Group, APC Firm Paralegals	\$175	12.4	\$2,170.00
Total Pre-Multiplier Lodestar			\$368,347.50

Class Counsel submits that their fee request should be viewed in light of the exemplary results achieved here for the Settlement Class, which includes a gross settlement value in excess of \$135 per workweek, and *average* payments to class members of nearly \$10,000, representing one of the best recoveries in a wage and hour class action that Class Counsel has seen. Schmidt Decl., ¶ 17. As a result of this Settlement, **87** Settlement Class members will receive payments **in excess of \$20,000**. O’Connor Decl., ¶ 19. The exceptional results achieved in this case supports Class Counsel’s fee request.

Furthermore, although Class Counsel have litigated this case efficiently since its inception, this case has involved an exceptional amount of attorney time spent communicating with the Settlement Class members, both before and after the Settlement was reached. Schmidt Decl., ¶ 30. As discussed in Section II, *supra*, during the course of Defendants’ *Pick-Up-Stix* campaign and in preparation for mediation, Class Counsel spoke extensively with approximately 40 Settlement Class members to advise them of their legal rights and options, and to develop the factual record for mediation purposes, which placed Plaintiff in an advantageous position during mediation. *Id.* This trend has continued post-settlement, with an exceptional volume of Settlement Class members contacting Class Counsel regularly with questions about the Settlement. *Id.*

Graham v. DaimlerChrysler Corp. (2004) 34 Cal.4th 553, 584 (approving use of present-day rates to account for the delay in payment); *Pennsylvania v. Delaware Valley Citizens’ Council for Clean Air* (1987) 483 U.S. 711, 716 (“In setting fees for prevailing counsel, the courts have regularly recognized the delay factor...by basing the award on current rates.”); *Bouman v. Block*, 940 F.2d 1211, 1235 (9th Cir.1991) (affirming district court’s use of current hourly rates).

1 Since undertaking representation of Plaintiff, Class Counsel has invested more than
2 \$30,000.00 in out-of-pocket costs and devoted hundreds of hours to this litigation without
3 receiving any compensation to date. Schmidt Decl., ¶ 16, 30. As discussed above, this case
4 presented significant risks to both class certification and merits considerations, including the fact
5 that Defendant obtained arbitration agreements and *Pick-Up-Stix* releases for 71% of current
6 employees and 38% of former employees, encompassing approximately 55% of all workweeks,
7 which could have dramatically reduced the size of the putative class if this Settlement had not
8 been reached. Schmidt Decl., ¶ 19. Accordingly, Class Counsel should be compensated for the
9 risks involved in undertaking this litigation on a pure contingency basis.

10 Class Counsel's previous experience in litigating wage and hour class actions also
11 supports the reasonableness of the fee request. Class Counsel are well-versed in plaintiff and
12 defense-side wage and hour class action litigation and collectively bring over 42 years of wage-
13 and-hour class and representative action litigation experience. *See* Schmidt Decl., ¶¶ 2-7; *see also*
14 *generally* Haines Decl.; Rowbotham Decl. Class Counsel have also been certified as class counsel
15 in numerous other cases in both State and federal court. *Id.* Class Counsel's experience in similar
16 matters was integral in evaluating the strengths and weaknesses of this case and the
17 reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires
18 skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as
19 the procedural law of class action litigation. Because it is reasonable to compensate Class Counsel
20 equal with their skill, reputation, and experience, the requested fee award of one-third of the GSA
21 is fair and reasonable and should therefore be approved.

22 **D. The Requested Cost Reimbursement Warrants Final Approval as Fair,**
23 **Adequate, and Reasonable**

24 Class Counsel incurred and respectfully requests reimbursement of \$32,037.23 in actual
25 litigation costs, which is \$17,962.77 less than the \$50,000.00 amount preliminarily approved by
26 the Court as set out in the Settlement Agreement. Schmidt Decl., ¶ 16, Exhibits 1 and 3;¹⁰ *see*

27
28 ¹⁰ Class Counsel utilized the expert services of Dr. J. Michael DuMond, Ph.D., of Berkeley Research Group, to perform all expert analyses for this case, and are providing copies of all expert invoices received by Class Counsel in support of this Motion. Schmidt Decl., ¶ 19, Exhibit 3.

1 also Settlement, ¶¶ 3.2.2. The unclaimed amount of litigation costs will be paid to the Settlement
2 Class members as part of the NSA. *Id.* Class Counsel’s request is fair, adequate, and reasonable,
3 as all these costs are documented and reasonably incurred. *See* Schmidt Decl., Exhibit 3.
4 Moreover, the costs Plaintiff seeks to reimburse are the types of costs routinely approved by
5 courts. *See, e.g., Harris v. Marhoefer* 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover
6 “those out-of-pocket expenses that would normally be charged to a fee paying client”); *Ashker v.*
7 *Sayre*, No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011) (“costs of reproducing
8 pleadings, motions and exhibits are typically billed by attorneys to their fee-paying clients” and
9 are reimbursable); *Trustees of Const. Industry & Laborers Health and Welfare Trust v. Redland*
10 *Ins. Co.*, 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re*
11 *Immune Response Securities Litigation* 497 F.Supp.2d 1166, 1177-78 (S.D. Cal. 2007) (mediation
12 expenses, legal research, copies, postage, filing fees, messenger and overnight delivery costs are
13 reimbursable).

14 Notably, not a single Settlement Class member objected to the Settlement, including Class
15 Counsel’s request for up to \$50,000.00 in reimbursement of verified costs. O’Connor Decl., ¶¶ 9-
16 12. Because the expense reimbursements requested by Class Counsel were reasonably incurred,
17 and no Settlement Class member has objected to them, the Court should grant Class Counsel’s
18 request for \$32,037.23 in actual litigation costs reimbursement.

19 **E. The Court Should Finally Approve the Requested Settlement Administration**
20 **Costs**

21 Plaintiff also requests that the Court approve \$10,000.00 in administration costs to CPT
22 as the Settlement Administrator. Schmidt Decl., ¶ 31; O’Connor Decl., ¶ 21, Exhibit B. As
23 detailed in the declaration of Kaylie O’Connor submitted concurrently with this Motion, CPT
24 performed duties in connection with this Settlement that were integral in effectuating the
25 Settlement and the Notice process. Among other things, CPT calculated each Settlement Class
26 member’s Individual Settlement Payment, updated addresses contained in the class data supplied
27 by Defendants, formatted the Notice Packets for mailing, mailed Notice Packets to 496
28 individuals who were eligible to take part in the Settlement, kept the Parties informed of the status
of the Notice mailing through weekly reports, and otherwise administered the Settlement. *See*

generally, O'Connor Decl. For these reasons, CPT's requested costs are fair, reasonable, and adequate, and should be finally approved.

F. The Court Should Finally Approve Plaintiff's Requested Class Representative Enhancement Payment Because the Requested Amount is Fair, Adequate, and Reasonable Considering Plaintiff's Efforts and the Risks Assumed on Behalf of the Class

Courts routinely approve service awards to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co.* 901 F.Supp. 294 (N.D. Cal. 1995) (approving \$50,000.00 service payment). The Court may award service awards "to compensate [Plaintiffs] for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action. *Id.* at 958-59. The common law in both California state and federal courts has long recognized the important function of enhancement payments to incentivize plaintiffs to bring class actions to vindicate others' rights. *See Cellphone Termination Fee Cases* (2010) 186 Cal.App.5th 1380, 1394 (stating that the question of whether a class representative was entitled to a service award was answered in the affirmative in *Clark v. American Residential Services, LLC*, (2009) 175 Cal.App.4th 785).

Here, Plaintiff seeks a Class Representative Enhancement Payment of \$10,000.00 and believes that this request is reasonable given Plaintiff's considerable efforts in this case, the risks Plaintiff undertook on behalf of the Settlement Class members, and the general release of all claims against Defendants subject to a waiver of California Civil Code section 1542. Schmidt Decl., ¶ 32; Sisson Decl., ¶¶ 7-8; Settlement, ¶¶ 3.2.3., 5.1. The amounts requested for a Class Representative Enhancement Payment to the named Plaintiff is warranted and within the range of service award amounts regularly approved by courts throughout California. *See, e.g., Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior Court (awarding \$10,000 enhancement awards to each of fourteen (14) named plaintiffs); *Fidelina Rangel v. Forest River, Inc.*, Case No. CIVD1706616, San Bernardino County Superior Court, Hon. David Cohn, presiding (awarding \$10,000 enhancement award to

the named plaintiff); *Anthony Controulis, et al. v. Anheuser-Busch, LLC*, Case No. BC518518, Los Angeles County Superior Court (awarding \$10,000 enhancement awards to each of two named plaintiffs); *Damontae Levinston, et al. v. Commerce Distribution Company LLC, et al.*, Case No. 22STCV05730, Los Angeles County Superior Court (awarding \$10,000 enhancement awards to each of four named plaintiffs); *Torres Dawson, et al. v. Wonderful Pistachios and Almonds, LLC*, Kern County Superior Court, Case No. BCV-17-100848 (same); *Koreisz v. On Q Financial Inc.*, Ventura County Superior Court, Case No. 56-2018-00517126-CU-OE-VTA (same).

Plaintiff's requested enhancement payments is intended to recognize the significant time and effort that Plaintiff has expended on behalf of the Settlement Class for the duration of this litigation. Among other things, Plaintiff's efforts include a significant amount of time communicating with other Settlement Class members and her counsel to organize and galvanize the Settlement Class members during the *Pick-Up-Stix* campaign and in preparation for mediation, in addition to discussing the factual bases for her claims, searching for relevant documents for use in the lawsuit, reviewing and providing input regarding the settlement in this case, and otherwise assisting her attorneys in moving the case towards resolution. Sisson Decl., ¶ 8. Plaintiff estimates spending approximately 25 hours in total, performing these duties on behalf of the Settlement Class. *See* Sisson Decl., ¶ 8. Plaintiff also faced significant risks by serving as the named plaintiff, and the fact that she agreed to a general release of all claims subject to a waiver of Civil Code § 1542. Schmidt Decl., ¶ 32; Sisson Decl., ¶¶ 7-8; Settlement, ¶ 5.1.

Moreover, after receiving notice of the proposed enhancement payment (which is roughly equivalent to the average Class Member payment amount), not a single Settlement Class member objected to the proposed award or opted out from participation. *See* O'Connor Decl., ¶ 9-12. Given Plaintiff's significant contributions to this case, the risks she undertook, and the lack of any objection from Settlement Class members, Plaintiff's requested enhancement payment is proper and justified as part of the Settlement and should be finally approved.

V. CONCLUSION

For the reasons stated herein, Plaintiff respectfully submits that this Court should grant

1 Plaintiff's Motion in its entirety and adopt the [Proposed] Judgment and Order Granting
2 Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and
3 Class Representative Enhancement Award, submitted herewith.

4
5 Dated: June 13, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

6 By:



7 Fletcher W. Schmidt
8 Attorneys for Plaintiff
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