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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

RAMIRO LAMAS and SELIN DABOUB on behalf of themselves, all similarly situated, the State of California and Aggrieved Employees, Plaintiffs, vs. CENTERRA GROUP LLC; CENTERRA INTEGRATED FLEET SERVICES LLC; CONSTELLIS HOLDINGS LLC, Defendants,	Case No. 23CV000854 Hon. Lauri A. Damrell **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: October 10, 2025 Time: 9:00 a.m. Dept.: 22 Action Filed: May 1, 2023

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I. INTRODUCTION

Plaintiffs Ramiro Lamas ("Plaintiff Lamas"), Selin Daboub ("Plaintiff Daboub") and Aerick Barnes ("Plaintiff Barnes") (collectively, "Plaintiffs"), on behalf of the putative Class, the State of California, and the Aggrieved Employees, seek final approval of the settlement of this wage and hour Class and Private Attorneys' General Act ("PAGA") action against Defendants Centerra Group, LLC ("CGL"), Centerra Integrated Fleet Services, LLC ("Centerra Fleet"), and Constellis Holdings, LLC ("Holdings") (collectively, "Defendants").[1] The Settlement resolves 363 Class Members'[2] claims, 332 of whom are also Aggrieved Employees[3] under the Private Attorneys General Act ("PAGA"). This Settlement provides an excellent benefit to the members of the Class and the Aggrieved Employees.

The basic terms of the Settlement are as follows: (1) the Gross Settlement Amount is $1,056,000.00; (2) no portion of the Gross Settlement Amount will revert to Defendant; (3) a Net Settlement Amount of approximately $536,530.61 will be available for distribution to Participating Class Members; (4) Plaintiffs request, and Defendants do not oppose, an individual service award of a maximum of $15,000 for each named Plaintiff, for their efforts on behalf of the Class; (5) a sum of $73,920.00 for PAGA penalties to be allocated between the Labor and Workforce Development Agency ("LWDA") and the Aggrieved Employees; (6) the actual costs and expenses of the Settlement Administrator, not to exceed $9,950.00; (7) up to 35% of the Gross Settlement Amount, or $369,600.00 for attorneys' fees; and (8) reimbursement of actual costs to Class Counsel currently estimated at approximately $20,999.39.

The average settlement payment for Participating Class Members is approximately **$1,478.05**. *See* Declaration of Yami Burns Regarding Settlement Administration ("Burns Decl.") ¶

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[1] A true and correct copy of the Amended Joint Stipulation Re: Class Action and Representative Action Settlement ("Settlement Agreement" or "Settlement") is attached as **Exhibit A** to the Declaration of Attorney Carolyn Hunt Cottrell in Support of the Motion for Final Approval of the Settlement ("Cottrell Decl.").

[2] The Class is defined as: all current and former non-exempt, hourly-paid employees who worked in California for Centerra Fleet at any time from November 28, 2018 through July 3, 2024. (Settlement, ¶¶ 1.D, 1.DD.)

[3] Aggrieved Employees are defined as: all non-exempt, hourly-paid employees of Centerra Fleet in California who received wages for hours worked from November 28, 2021 through the end of the Class Period. (Settlement, ¶¶ 1.B, 1.S.)

12.) This is a strong recovery, particularly considering the risks and factual circumstances described herein. The Settlement satisfies the criteria for preliminary settlement approval under California law and falls well within the range of reasonableness.

On May 16, 2025, the Court granted preliminary approval of this Settlement and the response of the Settlement Class has been overwhelmingly positive. There have been zero objections, one request of exclusion, and zero disputes regarding workweeks.

The Settlement satisfies the criteria for settlement approval under California law and falls well within the range of reasonableness and should be finally approved.

II. LOCAL RULE 2.99.05 ATTESTATION

Plaintiffs' counsel attest that they have reviewed the "Checklist for Approval of Class Action and/or PAGA Settlements" for the Sacramento County Superior Court Complex Litigation Department and further attest that the following briefing complies with that checklist in accordance with Local Rule 2.99.05.

III. BACKGROUND

A. Factual Background

Defendant CGL is part of the safety and security services industry. CGL provides companies with which it contracts across the United States, including California, with services including, *inter alia*, fire and emergency services, facilities management, de-mining, and armed and unarmed security services.

Defendant Centerra Fleet provides automotive mechanical and electrical repair and maintenance services.

Defendant Holdings provides complex risk management including security, K9 services, technical services, training, facilities O&M and base operations support, fleet, construction, disaster and emergency services, and mine action. Holdings is the largest non-financial risk management company in the United States. Holdings is the parent company of Defendants CGL and Centerra Fleet.

Plaintiffs and the approximately 360 other Class Members are Defendant Centerra Fleet's current and former non-exempt hourly employees in California during the Class Period.

Plaintiffs allege that Defendants failed to pay them and the Class Members all wages owed, including minimum wages, regular wages, and overtime wages for all time worked, including for time spent working while off-the-clock. Plaintiffs further allege that Defendants often failed to provide them and the Class Members with compliant first and/or second meal periods, as well as rest periods. Plaintiffs further allege that Defendants required them and the Class Members to pay out of pocket for necessary business expenses but failed to reimburse them for those expenses.

As a result of these violations, Plaintiffs assert Labor Code claims for: (1) failure to pay for all hours worked; (2) failure to pay overtime wages; (3) failure to pay minimum wages; (4) failure to authorize and permit and/or make available meal and rest periods; (5) failure to reimburse business expenses; (6) failure to pay wages when due; (7) failure to maintain accurate records of hours worked and wages paid; (8) failure to provide accurate, itemized wage statements; (9) waiting time penalties; (10) unlawful business practices; and (11) penalties pursuant to PAGA. (Settlement ¶¶ 2.B, 2.C, 2.E, 2.F.) Defendants deny these allegations and claims.

B. Procedural Background

On November 28, 2022, Plaintiff Barnes filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating Plaintiff Barnes intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations (the "Barnes PAGA Notice"). (Declaration of Carolyn H. Cottrell In Support of Motion for Final Approval ("Cottrell Decl."), ¶ 8.)

On November 28, 2022, Plaintiff Barnes also filed a putative wage-and-hour class action alleging that, during the Class Period, Centerra Fleet, as it pertains to Class Members: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to pay all wages due upon separation from employment; (6) failed to issue accurate and compliant wage statements; (7) failed to reimburse necessary work-related expenses; and (8) engaged in unfair competition (the "Barnes Action"). (*Id.*, ¶ 9.)

On February 1, 2023, after sixty-five (65) days passed since the filing of the Barnes PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, Plaintiff Barnes filed a First Amended Class and Representative Action Complaint in the Barnes Action, adding a claim seeking PAGA civil penalties against Centerra Fleet for the Labor Code violations alleged in the Barnes PAGA Notice. (*Id.*, ¶ 10.)

On February 23, 2023, Plaintiffs Lamas and Daboub filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating they intended to serve as proxies of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations (the "Lamas PAGA Notice"). (*Id.*, ¶ 11.)

On April 20, 2023, Plaintiffs Lamas and Daboub filed a putative wage-and-hour class and collective action alleging that, during the Class Period, Defendants, as it pertains to Class Members: (1) violated the Fair Labor Standards Act ("FLSA"); (2) failed to pay minimum wages; (3) failed to pay overtime wages; (4) failed to provide or make available meal periods; (5) failed to authorize and permit rest periods; (6) failed to reimburse necessary work-related expenses; (7) failed to issue accurate and compliant wage statements; (8) failed to pay all wages due upon separation from employment; and (9) engaged in unfair business practices (the "Lamas Action"). (*Id.*, ¶ 12.)

On May 1, 2023, after sixty-five (65) days passed from the filing of the Lamas PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, Plaintiffs Lamas and Daboub filed a separate representative action in Sacramento County Superior Court, Case No. 23CV000854, seeking PAGA civil penalties against Defendants for the Labor Code violations alleged in the Lamas PAGA Notice (the "Lamas PAGA Action"). (*Id.,* ¶ 13.)

Shortly thereafter, the Parties agreed to exchange informal discovery and attend a global mediation, in which Plaintiffs were provided with, among other things: (1) time and payroll records for approximately 20% of the Class Members; (2) data points including total number of Class Members, total shifts worked by Class Members during the Class Period, total wage statements issued to Class Members within the statutory period, average rate of pay of Class Members, and number of former employees amongst all Class Members projected through the mediation date; and

(3) all personnel records, time records, payroll records and wage statements relating to all Plaintiffs. (*Id.*, ¶ 15.)

On April 4, 2024, the Parties participated in a full-day mediation with Jeffrey A. Ross, a well-regarded mediator experienced in mediating complex labor and employment matters. (*Id.*, ¶ 16.) With the aid of the mediator, the Parties reached the Settlement to resolve the Barnes Action, the Lamas Class Action, and the Lamas PAGA Action. (*Id.*)

The parties negotiated the full terms of the Settlement and fully executed the Joint Stipulation Re: Class Action and Representative Action Settlement on January 28, 2025. (*Id.*, ¶ 17.)

On February 27, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement. *(Id.,* ¶ 18.) On March 20, 2025, the Court continued the Motion for Preliminary Approval, ordering the Parties to amend the Joint Stipulation Re: Class Action and Representative Action Settlement to address certain issues, including clarifying the release and correcting the formula for Individual PAGA Payments. *(Id.*) The Parties made said changes and on April 24, 2025 executed an Amended Joint Stipulation Re: Class Action and Representative Action Settlement ("Settlement"), for which the Parties now seek final approval. (*Id.*) The Court approved this amended Settlement on May 16, 2025. (*Id.,* ¶ 18.)

IV. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT

A class action may not be dismissed, compromised, or settled without the approval of the court. Here, the Court has already granted preliminary approval, notice has been mailed to the Class Members, and the Settlement Class has responded favorably. With this Motion, Plaintiffs request that the Court take the final step in the settlement approval process by granting final approval of the Settlement, the Service Award, and Class Counsel's fees and costs.

A. The Best Practicable Notice Was Provided to The Class.

The standard for adequate notice is "whether the notice has a reasonable chance of reaching a substantial percentage of the class members." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 251 (quoting *Cartt v. Superior Court* (1975) 50 Cal. App. 3d 960, 974).) The notice is adequate where the notice is given in a "form and manner that does not systematically leave an identifiable group without notice." (*Mandujano v. Basic Vegetable Prod., Inc*. (9th Cir. 1976) 541 F.2d 832, 835.) Sending individual notices to settlement class members' last-known addresses meets this standard and is an adequate means of providing notice. (*Grunin v. International House of Pancakes* (8th Cir. 1975) 513 F.2d 114, 121 (referring to *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-77).)

Here, pursuant to the Court's order granting preliminary approval, the Settlement Notice was mailed in English and Spanish to the 364 Class Members according to the terms of the Settlement. (*See* Burns Decl., ¶ 5.) The Notice, as approved by the Court, provided a description of the case and the proposed Settlement, informed Class Members of their individual workweeks and estimated individual settlement payment, explained how Settlement Class Members could receive payment under the Settlement, exercise their right to opt out, object, or dispute their workweeks, and identified Class Counsel and the anticipated attorneys' fees and costs.

Following the initial mailing to all potential Class Members, 15 notices were returned as undeliverable. (Burns Decl., ¶ 6.) None were returned with a forwarding address. For the 15 Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the 15 Notices that were skip traced, 13 updated addresses were obtained, and the Notice was promptly re-mailed to those Class Members via first class mail. As of the date of this filing, two Notices remain undeliverable. (*Id.*) Reasonable steps have been taken to ensure that all Class Members receive the notice packets, and accordingly, the notice process satisfies the "best practicable notice" standard.

B. Final Approval Is Appropriate Because the Settlement Is Fair, Reasonable, And Adequate

California law strongly favors settlements, particularly in the class action context. (*In re Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118 (noting that public policy favors "the compromise of complex class action litigation"); *see also Ferguson v. Lieff, Cabraser,* *Heimann & Bernstein* (2003) 30 Cal.4th 1037, 1054.) For final approval, a Court must ensure that "the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1027; see also Cal. Rules of Court, Rule 3.769.) Courts must consider several relevant factors, including: the strength of plaintiffs' case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status through trial; the amount offered in settlement; the extent of discovery completed and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 128 ("*Kullar*") (citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, at 1801).) "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." (*Wershba*, 91 Cal.App.4th at 245.)

Similarly, in the PAGA settlement approval context, but with less scrutiny because the PAGA is not subject to class certification procedures, the Court must simply review the settlement and approve it if it is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77; see also Cal. Lab. Code § 2699(1)(2) (no other standard for review).) In reviewing PAGA settlements, courts have recognized that PAGA settlements must be viewed in light of the PAGA's public purpose, namely augmenting the state's enforcement capabilities, encouraging compliance with Labor Code provisions, and deterring noncompliance with California's labor law. (*See, e.g., Vargas v. Central Freight Lines* (S.D. Cal. Sept. 25, 2017) No. 16-cv-00507-JLB, 2017 WL 4271893, *6; *Ramirez v. Benito Valley Farms, LLC* (N.D. Cal. Aug. 25, 2017) No. 16-CV-04708-LHK, 2017 U.S. Dist. LEXIS 137272, *6-7.) "[T]he Court will approve the PAGA settlement upon a showing that the settlement terms are fundamentally fair, adequate, and reasonable in light of PAGA's policies and purposes." (*Jordan v. NCI Group* (C.D. Cal. Jan. 5, 2018) No. EDCV 16-1701 JVS (SPx), 2018 U.S. Dist. LEXIS 25297, at *5.) The decision to approve or reject a proposed settlement is committed to a court's broad discretion. (*Wershba*, 91 Cal.App.4th at 234-35.) As long as the Court has sufficient information about the nature and magnitude of the claims being settled, as well as impediments to recovery, the Court should be able to make an independent assessment of the reasonableness of the terms agreed upon. (*Kullar,* 168 Cal.App.4th at 133.) Plaintiffs provide the necessary information regarding the claims being settled and recognize and appreciate the risks of continued litigation.

1. The terms of the Settlement are fair, and the result for the members of the Settlement Class is substantial.

A presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1802.) All conditions are satisfied here.

a. The Settlement was reached through arm's-length bargaining after extensive investigation, discovery, and analysis of the Class claims.

Here, the parties engaged in extensive arm's-length settlement negotiations and participated in a full-day mediation session conducted by well-respected mediator, Jeffrey A. Ross, Esq., who is experienced in complex labor and employment disputes. (Cottrell Decl., ¶¶ 16, 32.) To facilitate settlement negotiations, Class Counsel investigated the applicable law and facts in this case and extensively analyzed the potential damages that might be recovered following the exchange of documents and information with Defendants. (*Id*., ¶ 31.) Defendants provided information sufficient to enable the Plaintiffs and Class counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages and civil penalties arising from the claims made in the actions. (*See id.*, ¶¶ 34-38.) Plaintiffs used this information to perform a careful and extensive analysis of the effects of Defendants' compensation policies and practices on Class Members' pay. (*See id*.)

Class Counsel reviewed time records, pay records, and information relating to the size and scope of the Class and data permitting Class Counsel to estimate the number of workweeks and pay periods in the Class Period and PAGA Periods. (*See id*.) Class Counsel used this information to perform a careful and extensive analysis of the effects of Defendants' compensation, meal and rest break, and timekeeping policies and practices on the Class Members and Aggrieved Employees' pay. (*See id*.) Class Counsel investigated the applicable law and facts in this case and extensively analyzed the strengths and weaknesses of the Class claims. (*See id*.)

b. Class Counsel are experienced class action litigators.

In reaching the proposed Settlement, Class Counsel also relied on their substantial litigation experience and experience in similar wage-and-hour class actions. (Cottrell Decl., ¶¶ 5-7.) Based on Class Counsel's knowledge and expertise in this area of law, Class Counsel believes this Settlement will provide a substantial benefit to the Class Members. (*Id*., ¶ 33.)

c. The Class approves the Settlement.

Class Members approve of the Settlement: there have been no objections, and only one request for exclusion from the Settlement, and there have been no workweek disputes. (Burns Decl., ¶¶ 7-9.) The lack of objections and only one opt-out show widespread support for the Settlement among the Class Members and gives rise to a presumption of fairness. (*See Dunk*, 48 Cal.App.4th at 1802.) Under such circumstances, the Court's prior assessment of the settlement as being fair, adequate, and reasonable, has been demonstrated through the favorable reaction of the Settlement Class members.

2. The Settlement Amount is Fair and Reasonable and Favors Approval.

"The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." (*Kullar*, 168 Cal.App.4th at 130.) A review of the Settlement reveals the fairness of its terms. (*See* Cottrell Decl., ¶ 30.) The estimated $536,530.61 Net Settlement Amount and $18,480.00 Net PAGA Amount (for a total of $555,010.61), derived from a Gross Settlement Amount of $1,056,000.00, will result in fair and just relief to all Participating Class Members and PAGA Members. (*Id*.) This amount will be available to the 363 Participating Class Members and 332 PAGA Members, exclusive of attorneys' fees and costs, administrative costs, and the service awards, and provides an excellent, estimated average recovery of $1,478.05. (*Id*.)

The $1,056,000.00 settlement represents approximately 17% of the potential exposure of $6,203,513.00 for unliquidated core claims for unpaid wages, meal and rest breaks, and expense reimbursements. When adding derivative claims and potential PAGA penalties, the $1,056,000.00 settlement represents approximately 11% of Defendants' total potential exposure of $9,582,315.58. (*Id*., ¶ 37.)

For purposes of estimating these damages, Plaintiffs' Counsel prepared an exposure analysis with the following data points based on their investigation:

a. Number of Workweeks for Class Period: 32,081

b. Number of Pay Periods in PAGA Period: 12,071

c. Number of Class Members: approximately 363

d. Number of Aggrieved Employees: approximately 332

e. Meal break violation rate: 50%.

f. Rest break violation rate: 50%

g. Average hourly rate of pay: $23.79

h. Average daily pay rate: $196.16

i. Number of separated employees: 173

(*Id*., ¶ 34.)

Additionally, Plaintiffs' Counsel made the following assumptions based on their investigation and analysis:

a. that Plaintiffs will fully prevail on all causes of action;

b. that Plaintiffs can prove 30 minutes of off-the-clock work for 50% of shifts during which Class Members worked through their uncompensated meal breaks;

c. that Plaintiff can prove 50% meal and rest break violations (less the number of meal break and rest break premiums allegedly paid during the Class Period);

d. that Plaintiff can prove approximately $9.00 worth of unreimbursed business expense per pay period per Class Member for usage of their personal cell phones and approximately $150 worth of unreimbursed business expenses per Class Member related to the purchase and maintenance of tools.

e. that each Class Member is entitled to receive the maximum penalty of $4,000 under

Labor Code § 226;

f. that each formerly employed Class Member is owed the maximum penalty for failure to pay wages at the time of discharge in violation of Labor Code § 203; and

g. that a civil penalty of $100 will be imposed for every pay period that an Aggrieved Employee worked in the PAGA Period.

(*Id*., ¶ 35.)

Based on these assumptions and the data points, the maximum potential exposure for each claim was estimated as follows:

a. Unpaid Regular Wages (Labor Code § 1194): $92,291.35

b. Unpaid Overtime Premium (Labor Code §§ 1194, 510): $2,322,740.00

c. Meal Period Violations (Labor Code § 512(a)): $1,611,709.78

d. Rest Period Violations (Labor Code § 512(a)): $1,624,631.83

e. Business Expenses (Labor Code § 2802): $552,140.04

f. Inaccurate Wage Statement Penalties (Labor Code § 226): $1,188,950.00

g. Waiting Time Penalties (Labor Code § 203): $982,752.58

h. PAGA Penalties (Labor Code § 2699): $1,207,100.00

(*Id*., ¶ 36.)

Therefore, the maximum potential exposure for the substantive violations (i.e., unpaid time worked off the clock and overtime, meal and rest break, and business expenses violations) is estimated at $6,203,513.00. The total maximum potential exposure for the Class Claims including substantive violations plus the derivative violations of Labor Code §§ 203 and 226 is estimated at $8,375,215.58. Defendants' exposure for PAGA penalties is estimated at $1,207,100.00. The recovery of 11% of the total exposure falls within the range of reasonableness. (*See, e.g., Kullar*, 168 Cal.App.4th at 133 (citing *Tech-Bilt, Inc. v. Woodward-Clyde & Assoc*. (1985) 38 Cal.3d 488, 499-500) ("the court must at least satisfy itself that the class settlement is within the "ballpark" of reasonableness").) "It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair.") (*In Re Mego Fin.*

Corp. Sec. Litig. (9th Cir. 2000) 213 F.3d 454, 459) (internal quotations and citations omitted).) Indeed, courts routinely approve settlements that provide a fraction of the maximum potential recovery.[4] It is equally well-settled that a proposed settlement is not to be measured against a hypothetical ideal result that might have been achieved. (*See, e.g., 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal.App.4th 1135, 1150 (2000).) "[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." (*Id.*) (quoting *Linney v. Cellular Alaska P'ship* (9th Cir. 1998) 151 F.3d 1234, 1242.) The excellent result here easily satisfies these standards.

The PAGA Payment of $73,920.00 represents 7% of the Gross Settlement Amount, well within the settlements previously approved in this and other California courts.[5] (Cottrell Decl., ¶ 38.)

C. The Requested Plaintiffs' Service Awards Should Be Approved

It is well established that representative plaintiffs are eligible for reasonable incentive payments to compensate them for the time, expense, and risk they incur in conferring a benefit on

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[4] *See, e.g., Officers for Justice v. Civil Serv. Com.*, 688 F.2d 615, 628 (9th Cir. 1982); *Viceral v. Mistras Grp., Inc.*, No. 15-cv-02198-EMC, 2016 U.S. Dist. LEXIS 140759, at *7 (N.D. Cal. Oct. 11, 2016) (approving wage-and-hour settlement representing 8.1% of the total verdict value); *see also Stovall-Gusman v. W.W. Granger, Inc.*, No. 13-cv02540-HSG, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. June 17, 2015) (approving and finding within the range of reasonableness settlement representing 10% or less of the maximum recovery); *Balderas v. Massage Envy Franchising, LLP,* No. 12-cv-06327 NC, 2014 U.S. Dist. LEXIS 99966, at *16 (N.D. Cal. July 21, 2014) (same); *Ma v. Covidien Holding, Inc.,* No. SACV 12-02161-DOC (RNBx), 2014 U.S. Dist. LEXIS 13296, at *12 (C.D. Cal. Jan. 31, 2014) (same); *Escalante v. Urth Payroll Servs.*, No. 20STCV25106, 2023 Cal. Super. LEXIS 30449, at *7 (Super. Ct. L.A. Cnty. May 5, 2023) (same).

[5] *See e.g., Johnson v. Dispensaries*, No. 21SMCV00156, 2022 Cal. Super. LEXIS 76537, at *4, 20 (Super. Ct. L.A. Cnty. Nov. 1, 2022) (approving PAGA allocation of $40,000, with $10,000 going to the Aggrieved Employees); *Schiller v. David's Bridal, Inc*., 2012 U.S. Dist. LEXIS 80776, at *35-36 (E.D. Cal. 2012) (approving PAGA settlement of $7,500 or 0.14% of the total settlement). Indeed, the LWDA has stated it "is not aware of any existing case law establishing a specific benchmark for PAGA settlements, either on their own terms or in relation to the recovery on other claims in the action." *Ramirez* 2017 U.S. Dist. LEXIS 137272 at * 14 (approving a PAGA settlement that represented only 4.5% of the total estimated possible penalties under PAGA due to early stage of litigation, Defendant's weak financial condition, and stipulated injunctive relief); *Hartley v. On My Own, Inc.* (E.D. Cal. Aug. 25, 2020) 2020 WL 5017608 at *4 (approving settlement at 3.47% of verdict value of PAGA penalty, resulting in average payment per employee of $61); *Haralson v U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F.Supp.3d 959 at 972-74 (citing cases reflecting approval of settlements at 0.2% to 1.1% of verdict value of PAGA penalty); *Gilmore v. McMillan-Hendryx Inc.* (E.D. Cal. Jan. 20, 2022) 2022 U.S. Dist. LEXIS 11032 at * 9 (recognizing the inherent risks and costs in any litigation matter, and approving a PAGA settlement that amounted to approximately 4.2% of the total exposure calculated by plaintiff).

other members of the class. (*See, e.g., Munoz v. BCI Coca-Cola Bottling Co. of L.A*. (2010) 186 Cal.App.4th 399, 412.) Courts award enhancement awards to further public policy by encouraging individuals to perform their civic duty in protecting the rights of class members, as well as to compensate class representatives for their time, effort, and inconvenience. (*Diaz v. Tak Commc'ns CA, Inc.* (Super. Ct. Alameda Cnty. Nov. 17, 2020) No. RG20064706, 2020 Cal. Super. LEXIS 8916, at * 207 (internal citation omitted); *Munoz, supra*, at 412.) Enhancement 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." (*Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1393–94 (2010).)

Here, payments to the named Plaintiffs in the amount of up to $15,000.00 each are reasonable in light of the efforts they made and risks they took in filing and prosecuting this action to obtain this $1,056,000.00 settlement. (Cottrell Decl., ¶ 46; Supplemental Declaration of Ramiro Lamas In Support of Motion for Preliminary Approval ("Lamas Decl."), ¶¶ 7-12; Supplemental Declaration of Selin Daboub In Support of Motion for Preliminary Approval ("Daboub Decl."), ¶¶ 7-12; Declaration of Aerick Barnes In Support of Motion for Final Approval ("Barnes Decl."), ¶¶ 10 -16.) Throughout this litigation, the named Plaintiffs worked with Class Counsel and assisted in the development of the case. (Lamas Decl., ¶ 7; Daboub Decl., ¶ 7; Barnes Decl., ¶ 10 -16; *see* Cottrell Decl., ¶¶ 47-50.) They provided extensive information and documents during Class Counsel's initial investigation and the preparation of the complaints. (Lamas Decl., ¶ 8; Daboub Decl., ¶ 8; Barnes Decl., ¶¶ 10 -16; *see* Cottrell Decl., ¶¶ 47-50.) They also provided responses to Class Counsel's questions as the case progressed and provided valuable insight into Defendants' operations. (Lamas Decl., ¶ 11; Daboub Decl., ¶ 11; Barnes Decl., ¶¶ 10 -16; Cottrell Decl., ¶¶ 47-50.) Plaintiffs have taken part in the Settlement decision and remained apprised of the case during approximately two years of litigation. (Cottrell Decl., ¶ 49; Lamas Decl., ¶ 13; Daboub Decl., ¶ 13; Barnes Decl., ¶¶ 10 -16.) In addition, Plaintiffs, unlike the Class Members, also agree to a general release of claims. (Cottrell Decl., ¶ 52; Lamas Decl., ¶ 14; Daboub Decl., ¶ 14; Barnes Decl., ¶ 19.)

As a result of the named Plaintiffs' efforts and willingness to step forward, the employees will receive significant recoveries if the Settlement is approved. (Cottrell Decl., ¶ 50.) On the other hand, if the named Plaintiffs did not serve as Class Representatives or assist in the prosecution of this case, the claims of the employees would never have been asserted. (*Id.*) Defendants' alleged conduct would have gone unchecked. (*Id.*) The named Plaintiffs have committed their time to this case and assumed significant risk to obtain the favorable result. (*Id.*)

Moreover, this figure is well within the range of service awards approved in comparable cases. (*See, e.g.*, *Sano v. Southland Management Group, Inc.* (Cal. Super. Dec. 02, 2013) No. BC489112, 2013 WL 7231686, at *3 (approving two $15,000 service awards in context of class action settlement); *Benedict v. Reachlocal, Inc.* (Cal. Super. Dec. 09, 2011) No. BC 432721, 2011 WL 9155053 (approving $12,500 and $10,000 service awards).)

D. The Requested Attorneys' Fees and Costs Should Be Approved

The excellent result did not come without extensive effort, skill, and substantial risk of Class Counsel. For their efforts and the substantial risk they undertook in obtaining this Settlement and the considerable monetary compensation to the Class Members, Class Counsel seeks an award not to exceed 35% of the Gross Settlement Amount, or $369,600.00, as well as reasonable litigation expenses, currently estimated at $20,999.39. (Cottrell Decl., ¶ 53, 74; Declaration of David D. Bibiyan In Support of Motion for Final Approval ("Bibiyan Decl."), ¶ 26.) As demonstrated below, these fees and costs are warranted under the law.

1. The Requested Fee Award is Fair and Reasonable Under Relevant Factors.

Among the factors considered in determining whether the requested fee percentage is reasonable are: (1) the results achieved; (2) the risk of further litigation; (3) the skill required of plaintiff's counsel and the quality of work performed by plaintiff's counsel; (4) the contingent nature of the fee and the financial burden carried by the plaintiff; and (5) awards made in similar cases. (*Vizcaino v. Microsoft Corp*. (9th Cir. 2002) 290 F.3d 1043, 1048-50.) All these factors support an award here of 35% of the common fund. (*See* Cottrell Decl., ¶¶ 7, 33-45, 54.)

First, as discussed above, Class Counsel's efforts resulted in a substantial settlement by any standard, and an especially good result in light of the challenges Plaintiffs would face in continuing to litigate the claims on a class basis. (*See* Section IV.B through IV.D, *supra*.) The average payout per class member is approximately $1,478.05. (Burns Decl., ¶ 12.) This result was achieved by the work and success of Class Counsel, who negotiated the Settlement after extensive preparation, investigation, review of documents produced by Defendants, and mediation. (Cottrell Decl., ¶¶ 33-45.)

Second, Class Counsel are experienced class action litigators. Class Counsel invested over 668.2 hours to this litigation. (Cottrell Decl., ¶ 55; Bibiyan Decl., ¶ 23.) This experience and expertise, combined with the high quality of work performed in this case by Class Counsel, resulted in the Settlement achieved.

Third, Class Counsel have been representing Plaintiffs in this matter on a strictly contingency basis and incurred the risk of non-recovery after a substantial investment of time, money, and resources, and have done so since the inception of the cases without any payment or compensation. (Cottrell Decl., ¶ 54.) This is no easy burden for any firm. If, despite these hardships and risks, Class Counsel are paid only basic hourly rates multiplied by the number of hours worked on the case, they would not be fairly compensated for the hardships and serious risks they incurred. (*See Posner, Economic Analysis of the Law*, 534, 567 (4th ed. 1992) ("A contingent fee must be higher than a fee for the same legal services paid as they are performed … because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans").)

Fourth, as discussed below, the request for attorney's fees in the amount of 35% of the common fund falls within the range accepted by state and federal courts in California in comparable wage-and-hour actions. (*Laffitte v. Robert Half Int'l Inc*. (2016) 1 Cal.5th 480, 503.)

For all these reasons, the requested fee award is fair and reasonable when considering relevant factors.

2. California Courts Routinely Approve Attorneys' Fees Awards Based on a Percentage of the Common Fund.

The California Supreme Court has "join[ed] 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, . . . the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created." (*Laffitte*, 1 Cal. 5th at 503 (approving award of attorney's fees in the amount of one third of the gross $19 million settlement under the common-fund theory).) By awarding counsel a percentage of the total recovery, rather than fees based on hours worked, the common-fund method encourages attorneys to efficiently litigate to achieve the best results possible for the class. (*Id*. at 492-94.)

The requested fee here is 35% of the Gross Settlement Amount, consistent with the average fee award in class actions. (*See Ellsworth v. Leclair Fitness II LLC* (Sac. Cty. 2022) 2022 Cal. Super. LEXIS 59587, *8 ("The percentage of the gross settlement equates to 33.33% which is generally in line with percentage fees in similar litigation."); *see also, Thompson v. Restoration Hardware, Inc.*; *RH which Will Do Business in California as Restoration Hardware Holdings, Inc.,* Marin County Super. Ct., No. CIV2200970, Dec. 29, 2023 (preliminarily approving a 35% award in a wage and hour class and PAGA action).) This amount is in line with what California courts routinely uphold as reasonable. Moreover, federal courts and secondary sources confirm that attorneys' fees in this range are reasonable.[6] These authorities establish that Class Counsel's request for 35% of the Gross Settlement Amount is within the range customarily approved by courts in California.

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[6] *See, e.g., Guillen v. Framing by Superior* (Riverside Super. Nov. 4, 2021) No.: RIC 1804201, 2021 Cal. Super. LEXIS 89153, *9 (finally approving of class counsel's "request for an award for up to 33.3% of the Gross Settlement Amount" (Hon. Sunshine Sykes); *Perez v. Contera Constr. Corp.* (Riverside Super. Nov. 24, 2021) No.: RIC2002575, 2021 Cal. Super. LEXIS 89085, *6-7 (finding that the gross settlement fund is a true common fund as there is no claims process and money from the settlement would not revert to defendant; also finding that the one-third common fund is fair, reasonable and appropriate and that the requested attorneys' fees of are also reasonable under the lodestar method given a negative multiplier of 1.406") (Hon. Sunshine Sykes); *Asalati v. Intel Corp.*(Santa Clara Super. Ct., Oct. 29, 2018) No. 16cv302615 (approving 33.3% fee award, at a multiplier of 3.98 over lodestar); *Ochoa v. Haralambos Beverage Co*. (Los Angeles Super. Ct., Feb. 1, 2007) No. BC319588 (approving 33.3% fee award with no mention of lodestar crosscheck); *Big Lots Overtime Cases* (San Bernardino Super. Ct., JCC Proceeding No. 4283, Feb. 4, 2004) (approving award of attorney's fees of 33% of the recovery); *Davis v. The Money Store, Inc.* (Sacramento Super. Ct., No. 99AS01716, Dec. 26, 2000) (same); *Miskell v. Auto. Club of Southern Cal.* (Orange County Super. Ct., No. 01CC09035, May 27, 2003) (same).

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

Although not required, the trial court may use an abbreviated lodestar "cross-check" for common-fund awards if the court considers it useful. (*Laffitte*, 1 Cal. 5th at 504-05.) The Supreme Court expressly instructed that "the lodestar calculation, when used in this manner, does not override the trial court's primary determination of the fee as a percentage of the common fund and thus does not impose an absolute maximum or minimum on the fee award." (*Id*. at 505.) In conducting a lodestar cross-check, the court is not "required to closely scrutinize each claimed attorney-hour." (*Id*.) An evaluation may be done by reviewing "counsel declarations summarizing overall time spent." (*Id*.)

In conducting a lodestar cross-check, the Court first determines a lodestar value for the fees by multiplying the time reasonably spent by plaintiffs' counsel on the case by a reasonable hourly rate. (*In re Consumer Privacy Cases* (2009) 175 Cal. App. 4th 545, 556-57.) To determine whether the requested rate is reasonable, courts look to the prevailing rate for similar work in the pertinent geographic region. (*PLCM Group v. Drexler* (2000) 22 Cal. 4th 1084, 1096-97 (using prevailing hourly rate in community for comparable legal services even though party used in-house counsel).) Here, Class Counsel's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions, and similar rates have been approved by numerous federal and state courts.

Class Counsel's aggregate lodestar is currently estimated at approximately $445,165.00 based on approximately 938.2 hours of attorney and staff time. (Cottrell Decl., ¶ 55; Bibiyan Decl., ¶ 23.) Class Counsel's aggregate lodestar will increase as a result of preparation for and attendance at the Final Approval Hearing and the settlement administration process. (Cottrell Decl., ¶ 58.)

A cross-check of Class Counsel's lodestar results in the application of a ***negative*** multiplier of 0.83, confirming that the requested fee award is a reasonable and fair payment. (*See e.g., Wershba*, 91 Cal. App. 4th at 255 (noting that multipliers can range from 2 to 4 or higher); *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp.294, 298 ("Multipliers in the 3-4 range are common in lodestar awards for lengthy and complex class action litigation"); *Vizcaino*, 290 F.3d at

1051 & n.6 (multipliers "ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied"; affirming fees where the cross-check multiplier is 3.65).)

4. The Litigation Costs are Fair and Reasonable

Class Counsel requests reimbursement of their actual out-of-pocket expenses incurred to prosecute this action in an amount of $20,999.39. (Cottrell Decl., ¶ 74.; Bibiyan Decl., ¶ 26.) Attorneys are permitted to recover their litigation costs and expenses under the California Labor Code and the common-fund doctrine. (Cal. Lab. Code §§ 218.5, 226, 1194, 2699; *Serrano v. Priest* (1977) 20 Cal.3d 25, 35.) Class Counsel incurred costs including, for example, costs for filing and service, mediation costs, document retrieval and printing costs, mailing costs, and jury fees. (Cottrell Decl., ¶ 75.; Bibiyan Decl., ¶ 26.) These expenses were necessary to the effective representation of the Class Members. (*Id.*)

E. The Requested Settlement Administration Costs Are Fair and Reasonable

Class Counsel also request that the Court approve payment of up to $9,950.00 for costs necessary to administer the Settlement. The Parties have chosen Phoenix Class Action Administration Solutions ("Phoenix") to administer the Settlement. (Cottrell Decl., ¶ 25.) Phoenix's comprehensive fees and costs for administering this Settlement, covering both incurred and anticipated expenses, amount to $9,950.00. (Burns Decl., ¶ 15.) Phoenix will proceed with additional tasks related to this matter, such as calculating settlement award payments, issuing and mailing settlement award checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by the Court for Phoenix to undertake. (Cottrell Decl., ¶ 25.) These costs are reasonable and uncontested by Defendant and the Class and should be approved. (*See id.*)

V. THE PROPOSED IMPLEMENTATION SCHEDULE

Plaintiffs respectfully request that the Court approve the proposed implementation schedule for approval of the Settlement as set forth in the Notice of Motion and Proposed Order.

VI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant this Motion for

Final Approval and enter an Order consistent with the Proposed Order submitted herewith.

Dated: September 17, 2025

Respectfully submitted,

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