Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

Attorneys for Plaintiff NADIA SCURRY and all others similarly situated

[Additional Counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JENNIFER MACHADO and NADIA SCURRY, individually and as the State of California's designated proxies pursuant to the Private Attorneys General Act (PAGA) on behalf of the State of California and other aggrieved employees,

Plaintiffs,

v.

KLAP6 TECHNOLOGIES LLC, a Texas limited liability company; IEM INTERNATIONAL, INC., a Delaware corporation; and DOES 6 through 50,

Defendants.

Case Nos. 37-2023-00020925-CU-OE-CTL (Consolidated with Case No. 37-2023-00022638)

[Assigned for all purposes to the Hon. Katherine A. Bacal, Dept. C-63]

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**

Date: November 7, 2025
Time: 1:30 p.m.
Dept: C-63

[Decs. of Aaron A. Bartz, Thomas D. Rutledge, Walter Haines, Jarrod Salinas, Nadia Scurry, Jennifer Machado; and [Proposed] Order Filed Concurrently Herewith]

Thomas D. Rutledge (SBN 200497)
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091-4606
Telephone: (619) 886-7224
thomasrutledgelaw@gmail.com

Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on November 7, 2025, at 1:30 p.m., or as soon thereafter as the matter may be heard in Department C-63 of the above-entitled court, located at the San Diego Superior Court, 330 West Broadway, San Diego, California 92101, Plaintiffs Nadia Scurry and Jennifer Machado ("Plaintiffs") will hereby move the Court for final approval of a class action settlement, entry of a final Order and Judgment, approval of Plaintiffs' enhancement awards, approval of Plaintiffs' attorneys' fees and costs, and approval of settlement administration expenses.

This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the Declarations of Aaron Bartz, Walter Haines, Thomas Rutledge, Nadia Scurry, Jennifer Machado, and Jarrod Salinas, all documents and records on file in this action, and on such other further oral and documentary evidence as may be given at the hearing on this Motion.

Dated: October 13, 2025 BARTZ LAW GROUP, APC

//Aaron Bartz//
Aaron A. Bartz
Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

TABLE OF CONTENTS

TABLE OF AUTHORITIES

States Cases

Federal Cases

State Statutes

Federal Rules

Other Authorities

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This class action and PAGA settlement, arising out of Plaintiffs' allegations that Defendants violated California's wage and hour laws, is sought on behalf of 192 non-exempt employees who worked in California for Defendants between May 16, 2019 and July 25, 2025.

Pursuant to the preliminary approval order, the notice of class settlement and related settlement documents were mailed to the class on August 22, 2025. Not one class member has opted out of the settlement and no class member has objected to the settlement. (See Declaration of Jarrod Salinas ("Salinas Decl.") ¶¶ 8-9).

There is no claim form requirement, and each member of the class has the right to receive compensation, with no reversion to the Defendants. The gross settlement is $220,000. The net amount to be paid to class members (after payment of class counsel fees and expenses, settlement administration costs, Private Attorneys General Act ("PAGA") penalties, and Plaintiffs' enhancement awards), is approximately $107,511. Each class member's share of the settlement is based on 3,550 workweeks, and each shall receive, on average, approximately $560.

II. THE SETTLEMENT

The class members entitled to the settlement fund are all current and former non-exempt employees who have performed work in the state of California for Defendants at any time from May 16, 2019 to July 25, 2025. There are 192 class members.

The settlement fund is all in (except for the employer's share of payroll taxes, which Defendants shall pay in addition to the $220,000 settlement), there is no claim form requirement, and no residual will revert to Defendants. (See Bartz Decl., ¶ 3.) Not one class member has opted out, and no class member has objected to the settlement. (Salinas Decl., ¶¶ 8-9). In the event a class member does not negotiate (cash) his or her settlement check, the claims administrator shall distribute the unclaimed funds to the California State Controller's Unclaimed Property Fund. (Bartz Decl., Ex. 1, ¶ 4.4.3).

The payment to the Settlement Class Members will be characterized eighty percent interest and penalties, and twenty percent wages. (Bartz Decl., Ex. 1, ¶ 3.6.1). The administrator will issue W-2 statements for the wage portion of the settlement, and a form 1099 for all amounts paid as penalties and interest. (*Ibid*).

Based upon Class Counsel's independent analysis and investigation in this matter, the Settlement Class will be compensated based on each member's respective number of workweeks worked during the Class Period. The total number of workweeks is 3,550.

Based on the settlement terms, there will be an approximate net settlement fund of **$107,511**. In exchange for their payment, the class will release Defendants from any and all claims that were alleged or reasonably could have been alleged based on the facts alleged in the Action and Plaintiffs' PAGA Notice as set forth in the Settlement Agreement at Paragraph 5.3. (See Bartz Decl., Ex. 1.) The named Plaintiffs will, in addition to releasing claims alleged in the lawsuit, provide general releases of all claims pursuant to Civil Code section 1542 as set forth in Section 5.1 and 5.2. (*Ibid*).

The all-in settlement fund will also include all of the attorneys' fees and costs allowed by this Court. (Bartz Decl., Ex. 1, ¶ 3.4). The attorneys' fees shall not exceed one-third of the $220,000 settlement fund, or $73,333. (*Id*., ¶ 3.4). The settlement fund will also be used to pay class counsel's costs of $12,206, as well as settlement administration costs of $6,950. (*Id*., ¶¶ 3.4-3.5).

The PAGA allocation of the settlement is $5,000, of which $3,750 (75%) will be distributed to the Labor Workforce and Development Agency (LWDA), with the remaining portion - $1,250 (25%) - going to PAGA Members (all allegedly aggrieved persons who worked for Defendants at any time from February 16, 2022 through July 25, 2025). (Bartz Decl., Ex. 1, ¶ 3.7).

The settlement also includes Plaintiffs' class representative enhancements. Based on Plaintiffs' work in connection with this case, including connecting Class Counsel with other witnesses, meeting and conferring with Class Counsel regarding legal strategies, and assisting with developing the claims and theories in this case, and related work, Plaintiffs seek a total of $15,000 (i.e. $7,500 each). (Bartz Decl., Ex. 1, ¶ 3.3).

In summary, the settlement fund is allocated as follows:

(1) Net settlement fund: $107,511;

(2) Attorney's fees and costs: $73,333 in attorneys' fees and $12,206 in costs;

(3) Settlement administrator expenses of $6,950;

(4) PAGA payment: $5,000 (3,750 to the LWDA, and $1,250 to aggrieved employees); and

(5) Class representative enhancements: $15,000 for the named Plaintiffs.

III. <u>FINAL SETTLEMENT APPROVAL IS APPROPRIATE IN THIS CASE</u>

Pursuant to both state and federal rules of civil procedure, "a class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the Court directs . . .." (Cal. Civ. Code § 1781(f); *see also* Fed. R. Civ. P. 23(e).)

To prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class action requires court approval. (*See Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal. App. 3d 573, 578-579.) The purpose of the requirement is the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties. (*See Officers for Justice v. Civil Service Comm.* (9th Cir. 1982) 688 F.2d 615, 625, cert. denied 459 U.S. 1217.) To determine whether to grant final approval to a proposed class action under Civil Code section 382, the Court's overriding concern is whether the proposed settlement is "fair, adequate, and reasonable." (*Dunk v. Ford Motor Company* (1996) 48 Cal. App. 4th 1794, 1801 (quoting *Officers of Justice, supra*, 688 F.2d at 623-624).) The settlement of a class action follows in three stages: (1) preliminary approval of the proposed settlement; (2) notice to class members; and (3) final approval or fairness hearing at which evidence and argument may be heard on the fairness of the settlement. Here, this Court already preliminarily approved the settlement, notice was provided to all class members, no class members have objected, and no class members have opted out.

A. The Settlement is Presumed Fair

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. (*See Dunk, supra*, 48 Cal. App. 4th at 1802.) A court may also consider relevant factors such as the strength of the 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. (*See Officers of Justice, supra*, 688 F.2d at 624.) "This list is not exhaustive and should be tailored to each case. Due regard should be given to what is otherwise a private consensual agreement between the parties." (*Dunk, supra*, 48 Cal. App. 4th at 1801.) Moreover, the trial court has broad powers to determine whether a proposed class action settlement is fair. (*See Mallick v. Superior Court* (1979) 89 Cal. App. 3d 434.)

B. The Settlement Was Reached Through Arm's Length Negotiations

This settlement is the result of arms-length and hard-fought negotiations. Defendants have denied and continue to deny all of the claims and contentions alleged in this case. Nonetheless, Defendants have agreed to settle this case in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to avoid the expense, inconvenience, and burden of further legal proceedings, and the uncertainties of trial and appeals. (Bartz Decl., ¶¶ 11-12).

Plaintiffs and Class Counsel recognize the expense of continuing to litigate and trying this case against Defendants through possible appeals which could take several years. Class Counsel are also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the case. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the settlement set forth in the Settlement Agreement is in the best interest of the Class Members. (Bartz Decl., ¶¶ 11-12).

Here the litigation has been hard fought and displayed capable and experienced advocacy on both sides. "There is likewise every reason to conclude that settlement negotiations were vigorously conducted at arm's length and without any suggestion of undue influence." (*In re Wash. Public Power Supply System Sec. Litig*. (D. AZ 1989) 720 F.Supp. 1379, 1392).

C. Plaintiffs Conducted Sufficient Investigation and Discovery To Warrant Settlement

The stage of the proceedings and the amount of discovery completed are important factors for courts to consider in determining whether a settlement is fair, adequate and reasonable. (*See In re Warner Communications Sec. Lit.* (S.D.N.Y. 1985) 618 F.Supp. 735, 741, affd., 198 F.2d 35 (2d Cir. 1986); *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D. 15, 18, affd., 661 F.2d 939 (9th Cir. 1981).)

The agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation. Class Counsel obtained substantial formal and informal discovery from Defendants, including personnel records and pay data for Plaintiffs, employment policies, and timekeeping and payroll records for the class members. (Bartz Decl., ¶ 10).

Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and numerous issues raised on appeal and potential appeals down the road. Defendants and their counsel also agree that the settlement is fair and in the best interest of the Settlement Class Members. There can be no doubt that counsel for both parties possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation. (Bartz Decl., ¶¶ 11-12).

D. Class Counsel Is Experienced In Similar Litigation And Endorse The Settlement

The view of attorneys advocating for the class is "entitled to significant weight." (*Fisher Bros. v. Cambridge-Lee Industries, Inc.* (E.D. Pa. 1985) 630 F.Supp. 482, 488; *see also Ellis, supra*, 87 F.R.D. at 18.) Class counsel has significant experience in class actions and employment litigation, including wage and hour class actions. (Bartz Decl., ¶ 13-17; Declaration of Thomas Rutledge ("Rutledge Decl."), ¶¶ 21-25). As such, they are experienced and qualified to evaluate the claims and defenses in this case, and unequivocally support the settlement reached herein. The recovery for the class is fair, reasonable and adequate, and Class Counsel supports the settlement. (Bartz Decl., ¶ 11; Rutledge Decl., ¶ 84).

E. There Are No Objectors To The Settlement

Significantly, there has not been a single objection to the settlement, and not one class member has asked to be excluded from the settlement. (Salinas Decl., ¶¶ 8-9). This alone is a testament to the fairness and adequacy of the settlement.

F. The Strength of Plaintiffs' Case, The Amount Offered In Settlement, and The Risk, Expense, Complexity, and Duration of Further Litigation Favors Settlement

Where both sides face significant uncertainty, the attendant risks favor settlement. (*Hanlon v. Chrysler Comm.* (9th Cir. 1998) 150 F.3d 1011, 1026. Moreover, "[t]he expense and possible duration of the litigation should be considered in evaluating the reasonableness of [a] settlement." (*In re Mega Financial Corp. Securities Litigation* (9th Cir. 2000) 213 F.3d 454, 458.)

Pursuant to *Kullar v. Footlocker Retail Inc.*, 168 Cal. App 4th 116, 118 and *Dunk v. Ford Motor Co.*, (1996) 48 Cal.App.4th 1794, Class Counsel previously set forth in detail the settlement's reasonableness. (See generally, Declaration of Thomas Rutledge submitted in support of preliminary approval, ROA # 99). Plaintiffs recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of denial of motion for class certification and the uncertain outcomes resulting from further litigation, and the difficulties and delays inherent in such litigation. (Ibid.)

Plaintiffs and Class Counsel carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued, and concluded – in light of the very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall $220,000 recovery represents a significant percentage of Defendants' potential exposure and, given Defendants' multi-layered defenses and all other potential risks of continued litigation, a total recovery for the class of $220,000, which will result in average award of approximately $560 per class member, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay. (Bartz Decl., ¶ 12).

Importantly, the mere fact that a settlement does not provide the same recovery as might be achieved at trial is not a proper indicator of whether the settlement is fair, reasonable, and adequate. *Wershba,* 91 Cal.App.4th at 246, 250 ("Compromise is inherent and necessary in the settlement process…even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation"); *7-Eleven Owners for Fair Franchising v Southland Corp.* (2000) 85 Cal.App.4th 1135, 1150 ("The fact that a proposed settlement may amount to only a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved"); *White v. Experian Information Solutions, Inc.* (C.D. Cal. 2011) 803 F.Supp.2d 1086, 1098 (rejecting contention settlement was not fair and reasonable even though it represented 99% discount off the maximum value of the claims); *Facebook, Inc.* (9th Cir. 2012) 696 F.3d 811, 819 ("[T]he question whether a settlement is fundamentally fair . . . is different from the question whether the settlement is perfect in the estimation of the reviewing court"). Moreover, the proposed settlement is non-reversionary and will provide immediate benefits to the Class Members without a claims process. *White*, 803 F.Supp.2d at 1098; *c.f.*, Federal Judicial Center, *Managing Class Action Litigation: A Pocket Guide for Judges* (3d ed. 2010) at 20, available at http:// www.fjc.gov/sites/default/files/2012/ClassGd3.pdf (reversionary provisions and/or cumbersome claims process may indicate lack of fairness). Plaintiffs and their counsel submit the settlement is within the "range of reasonableness," and is fair and adequate for the Class.

G. <u>All Class Members Have Received Proper Notice of the Settlement</u>

Pursuant to the Court's Preliminary Approval Order dated July 25, 2025, the Notice of Class Action Settlement was sent out to all 192 Class Members via first-class mail by Claims Administrator Phoenix Class Action Administrators ("Phoenix") on August 22, 2025. (Salinas Decl., ¶ 5). Before this date, the name, last known address, and social security number of each Class Member were provided by Defendants through a review of its personnel files. Upon its receipt of the Class Member contact information, Phoenix accessed the National Change of Address ("NCOA") database and updated the addresses provided by Defendants. (*Id* at ¶ 4).

After receiving the Class Notice, not a single Class Member has objected to the settlement and not one class member has requested exclusion from the settlement. (Salinas Decl., ¶¶ 8-9).

IV. <u>PLAINTIFFS' REQUESTED ATTORNEYS' FEES ARE APPROPRIATE AND JUSTIFIED</u>

A. <u>Fees Can Be Awarded As A Percentage of the Common Fund</u>

When a common fund is created, attorneys who secured the fund have a right to a percentage of the fund. (*See Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 ["the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created]; *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 26 ["percentage fees have traditionally been allowed in . . . common fund cases"]). Plaintiffs' request for one-third of the common fund is reasonable, and is fair compensation for undertaking complex litigation on a contingent basis. (*See, e.g.*, Ludlow v. Flowers Foods, Inc., 2024 WL 1162049, *8 (S.D. Cal. 2024) ("fee awards in class actions average around one third of recovery").

Under the common fund doctrine, "a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *(Boeing Co. v. Van Gemert,* 444 U.S. 472, 478 (1980)). The Supreme Court explained:

> The doctrine rests on the perception that persons who obtain the benefit of a lawsuit without contributing to its cost are unjustly enriched at the successful litigant's expense. Jurisdiction over the fund involved in litigation allows a court to prevent this inequity by assessing attorney's fees against the entire fund, thus spreading fees proportionately among those benefitted by the suit. (Citations omitted.)

(*Id.*; *see also Laffitte, supra,* 1 Cal.5th at 503 ["the percentage method is a valuable tool that should not be denied our trial courts"]; *Serrano v. Priest,* 20 Cal.3d 25, 34 (1977) ["one who expends attorneys' fees in winning a suit which creates a fund from which other derive benefits, may require those passive beneficiaries to bear a fair share of the litigation costs"].)

Class counsel seeks an award of attorneys' fees of $73,333, or one-third of the settlement. Class counsel's fee is eminently reasonable here. Class counsel strongly believe they achieved a very good result for all class members, who will all have the right to receive their share of the settlement according to their workweeks during the class period. (Bartz Decl., ¶¶ 8-12; Rutledge Decl., ¶¶ 26-83.)

B. <u>Plaintiffs' Attorneys' Fees Are Also Recoverable Under The Lodestar Approach</u>

Class Counsel's fee request is also reasonable when calculated using the lodestar method. The lodestar is produced by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate. *See Graciano v. Robinson Ford Sales, Inc.*, 144 Cal. App. 4th 140, 164 (2006). The court then engages in a multiplier analysis and determines whether the lodestar figure should be augmented. *Ketchum v. Moses*, 24 Cal. 4th 1122, 1132 (2001). Under the lodestar method, "there is 'no mathematical rule requiring proportionality between compensatory damages and attorneys' fees award." *Harman v. City and County of San Francisco*, 158 Cal. App. 4th 407, 421 (2007). While "the attorney who takes [a fee-shifting] case can anticipate receiving full compensation or every hour spent litigating a claim[,]" *Weeks v. Baker & McKenzie*, 63 Cal. App. 4th 1128, 1175 (1998), courts should not be "enmeshed in a meticulous analysis of every detailed facet of the professional representation." *Serrano v. Unruh*, 32 Cal.3d 621, 642 (1982); s*ee also*, *Fox v. Vice*, 131 S. Ct. 2205, 2216 (2001) (The essential goal in shifting fees … is to do rough justice, not to achieve auditing perfection").

The starting point in determining the appropriate hourly fee is to discern the prevailing rate for similar work in the pertinent geographic area. *PLCM Group v. Perez*, 22 Cal. 4th 1084, 1096-1097 (2000) (using prevailing hourly rate in community for comparable legal services even though party used in-house counsel). Class Counsel's hourly rates are comparable to, or less than, those charged by other class action plaintiffs' counsel and are commensurate with the rates awarded to Class Counsel in similar actions. (*See* Bartz Decl., ¶ 22; Declaration of Walter Haines ("Haines Decl."), at ¶ 7; Rutledge Decl., ¶¶ 26-83).

Furthermore, the total attorney hours expended on this action are reasonable. Class Counsel has spent in excess of 282 hours on this case. *See* Bartz Decl. at ¶ 23; Haines Decl. at ¶ 8; Rutledge Decl. at Ex. 1. Multiplying the total hours billed by Class Counsel by their reasonable hourly rates yields a lodestar of $267,354. Class Counsel therefore believes that pursuant to *Lealao v. Beneficial California, Inc.*, 82 Cal.App.4th 19 (2000), that the fee request in this case is fair and reasonable in view of the typical common fund attorneys' fees awards and similar California class action settlements and warranted under the pertinent legal authority. This is especially true where the requested fee award is substantially lower than Class Counsel's actual lodestar.

1. The Requested Award of Attorneys' Fees is Supported by Class Counsel's Prosecution of this Case on a Contingency Basis

Recognizing that attorneys who represent clients under contingency-fee agreements shoulder considerable risk of the possibility of minimal or low recovery, courts recognize that contingent-fee attorneys should obtain a larger fee than the market-value of their services in order to help assure skilled representation of class interests. *See Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th at 580 ("[A] lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions."); *Ketchum v. Moses*, 24 Cal. 4th at 1132 (2001) ("[A] contingent fee contract, since it involves a gamble on the result, may properly provide for larger compensation than would otherwise be recoverable.').

The risks faced by attorneys working on contingency are substantial. This is particularly true in the context of class action litigation where there can be numerous hotly contested procedural and substantive issues, considerable outlay of costs without guarantee of recovery, and the possibility that intervening factors, such as the financial condition of the defendant, may limit the scope of potential recovery. California courts thus recognize that "the experience of the marketplace indicates that lawyers generally will not provide legal representation on a contingent basis unless they receive a premium for taking that risk." *Ketchum*, 24 Cal. 4th at 1136. "Given the unique reliance of our legal system on private litigants to enforce substantive provisions of law through class and derivative actions … [attorneys] must be provided incentives roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace, as it will otherwise be economic for defendants to increase injurious behavior." *Lealao*, 82 Cal. App. 4th at 47. These policies support Plaintiffs' fee request, as Class Counsel undertook substantial risk in prosecuting this case.

2. The Requested Award of Attorneys' Fees is Supported by the Results Achieved on Behalf of the Class

Courts assess the reasonableness of a request for attorneys' fees by examining the results achieved on behalf of the Class. *See Serrano*, 20 Cal. 3d at 49. This settlement represents a substantial recovery for the Settlement Class in light of the compelling defenses to liability.

As set forth above and in the supporting declarations, Class Counsel undertook a thorough analysis of the claims in this action including spending hundreds of hours of legal research and data analysis to develop the core theories of liability in this case. Using this data, Class Counsel was able to determine that the maximum settlement amount of $220,000 was well within the range of the "risk adjusted" valuation of the potential recovery. Class Counsel also expended substantial efforts and resources communicating with Plaintiffs and other settlement class members, in order to maximize the total amount claimed by class members under the settlement. The result is that participating Class Members will receive over $107,511 in total settlement payments at an average recovery of approximately $560. Accordingly, the cumulative benefits achieved by the Settlement favor approval of the requested fees.

3. The Requested Award of Attorneys' Fees is Supported by Class Counsel's Experience, Reputation, and Skill

The "skill and experience of the attorneys and nature of work performed" are also evaluated under California law in connection with a fee motion. *Northwest Energetic Services, LLC v. Cal. Franchise Tax Bd*., 159 Cal. App. 4th 841, 880 (2008). Class Counsel regularly litigate wage and hour claims and have considerable experience settling wage and hour class actions. *See* Bartz Decl. at ¶¶ 13-15; Haines Decl. at ¶ 3; Rutledge Decl. at ¶¶ 3-25.

V. PLAINTIFFS' REQUESTED COSTS ARE REASONABLE AND SHOULD BE APPROVED

Class Counsel has incurred a total of **$12,206** in costs and expenses that would normally be billed to a fee-paying client. Defendants have agreed to pay out these costs out of the settlement amount. The majority of costs incurred in this action relate to filing fees, expert fees, and mediator fees, which are costs that are reasonable and necessary to the litigation of this case. *See* Bartz Decl. at ¶ 24; Rutledge Decl. at ¶¶ 95-99.

In accordance with the Settlement Agreement, Class Counsel requests an award of $12,206, which is the amount of costs Preliminarily Approved by the Court in this Action. Accordingly, the requested costs should also be awarded.

VI. THE REQUESTED PAYMENT TO THE CLAIMS ADMINISTRATOR IS REASONABLE AND SHOULD BE APPROVED

Plaintiffs request final approval of claims administration costs in the amount of $6,950 to be paid to Phoenix, which, per the Court's preliminary approval Order, attests that it has promptly and properly distributed the Class Notice, to all Class Members and has otherwise completed all of its duties in administering and facilitating the settlement terms in this action. (*See generally* Salinas Decl.)

VII. THE ENHANCEMENT AWARDS FOR THE CLASS REPRESENTATIVES ARE FAIR AND REASONABLE

The proposed enhancement awards for the class representatives are intended to recognize their initiative, risks, and efforts on behalf of the Settlement Class. Courts routinely approve class representative service payments, also known as incentive awards, to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. *See In re Cellphone Fee Termination Cases*, 186 Cal. App. 4th 1380, 1393 (2010); *see also Bell v. Farmers Ins. Exch.*, 115 Cal. App. 4th 715, 726 (2004) (upholding "service payments" to named plaintiffs for efforts in bringing the case); Manual for Complex Litigation, § 21.62, fn. 971 (noting that such awards "may sometimes be warranted for time spent meeting with Class Members, monitoring cases, or responding to discovery"). "An incentive award may be appropriate to induce someone to serve as a class representative. In determining whether to make an incentive award, the court may consider (1) the risk, both financial and otherwise, the class representative faced in bringing the suit; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit received by the class representative as a result of the litigation." *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal.App.4th 1251, 1272 (2015).

In this litigation, the class representatives testify to their risks, time and effort incurred, the adverse consequences suffered, and the benefits received in this case. (*See generally*, the Declarations of Nadia Scurry and Jennifer Machado). In addition, class representatives are required to execute a general release of all claims against Defendants, which includes a waiver of unknown claims and their rights under California Civil Code § 1542. For all of these reasons, the requested service payments of $7,500 for each Nadia Scurry and Jennifer Machado are appropriate and justified.

VIII. CONCLUSION

Based on the foregoing, Plaintiffs very respectfully request that this Court issue an Order and Judgment approving the Settlement, and grant Plaintiffs' attorneys' fees and costs, Phoenix's administrative expenses, and Plaintiffs' enhancement awards.

Dated: October 13, 2025

BARTZ LAW GROUP, APC

//Aaron Bartz//

Aaron A. Bartz
Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees