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SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

ERICKA NATALY ESCOBAR URRUTIA, REBECCA DAWN STEWART, MICHAEL NGO, and KADY HOPPER, individuals and class representatives on behalf of themselves and all other similarly situated non-exempt former and current employees, Plaintiffs, vs. LAZER SPOT, INC., a Georgia Corporation; and DOES 1 through 100, inclusive, Defendants.	CASE NO. CIVSB2228377 MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF MOTION FOR FINAL APPROVAL OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS Date: May 4, 2026 Time: 8:30 a.m. Dept.: S-26

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I. INTRODUCTION

Plaintiffs and Class Representatives Ericka Nataly Escobar Urrutia, Rebecca Dawn Steward, Michael Ngo, and Kady Hopper, seek final approval of a non-reversionary class action settlement resolving wage and hour claims on behalf of 2,538 individuals including all current or former employees who are or were previously employed by Defendant Lazer Spot, Inc. ("Lazer Spot" or "Defendant") during the period of December 16, 2018 through January 14, 2024. The proposed $1,500,000 total settlement provides about $827,246 in cash payments to the Class, with an average award of about $325, plus additional amounts payable under PAGA. The remaining balance will cover settlement administration costs, civil penalties to the state, and reasonable attorney's fees and costs. The parties and their counsel finalized the settlement after extensive and difficult arms-length negotiations overseen by an experienced and highly-regarded mediator. The Court conditionally certified the Class and preliminarily approved the settlement on November 5, 2025. Since then, the Court-approved notice form was mailed to the Class Members on December 19, 2025, and they reacted very favorably to the settlement. As of the date of this motion, only one class member has opted out of the settlement and there are no objections.

Further, Class Counsel secured an excellent settlement with Defendant after nearly three years of investigation, litigation, and settlement negotiation and administration, all without any compensation for services rendered or costs expended. The class notice duly informed the class members that Class Counsel would request attorney's fees not to exceed 1/3 of the Gross Settlement Amount, or $500,000, along with reimbursement of no more than $30,000 for actual costs incurred litigating this matter. There was a 100% mailing success rate of the class Notice Packet. As of the filing of this motion, *not one Class Member objected* to the proposed fee award. Consistent with the Settlement and Notice, Plaintiffs now respectfully request the Court award Class Counsel's fees in the amount of $500,000 and costs in the amount of $28,783.85, as described in the Declarations of Brandon Brouillette ("Brouillette Decl.") and Shoham J. Solouki ("Solouki Decl.") filed herewith. The requested attorney's fees are well within the range of reasonableness, especially considering the complex and risky nature of this litigation, the contingent risk assumed, and the nearly two year delay in payment and, when subjected to a lodestar crosscheck, results in fee equal to the base lodestar with a reasonable 1.15 upward enhancement.

Accordingly, on behalf of herself and the Settlement Class, Plaintiffs respectfully request the Court grant this motion, give full and final approval to the settlement, grant Class Counsels' request for attorney's fees and costs, and enter judgment according

II. FACTUAL BACKGROUND AND PROCEDURAL POSTURE

Defendant Lazer Spot is in the business of providing yard logistics for large retailers and distributers across all industries and employed Plaintiffs and putative class members in California. Plaintiff Ericka Nataly Escobar Urrutia ("Plaintiff Urrutia") worked for Lazer Spot from approximately May 2021 to November 2022 as a yard driver in Ontario, California. Plaintiff Rebecca Dawn Stewart ("Plaintiff Stewart") worked for Lazer Spot from approximately November 2020 to December 2022 as a yard driver in Ontario, Mira Loma, and Redlands, California. Plaintiff Michael Ngo ("Plaintiff Ngo") worked for Lazer Spot from January 11, 2022 to September 20, 2022 as a yard driver or other similar title. Plaintiff Kady Hopper worked for Lazer Spot from approximately April 2022 to May 2023 as a yard driver or other similar title. [Brouillette Decl., ¶ 2.]

On December 16, 2022, Ericka Urrutia and Rebecca Stewart commenced a class action lawsuit against Defendant in San Bernardino Superior Court, (SBSC Case No. CIVSB2228377, "*Urrutia Class Action*") which was later removed to the U.S. District Court for the Central District of California, alleging causes of action against Defendant for (1) Unpaid Minimum Wages and Liquidated Damages, (2) Unpaid Overtime, (3) Failure to Provide Meal Breaks, (4) Failure to Provide Rest Breaks, (5) Failure to Provide Accurate, Itemized Wage Statements, (6) Failure to Timely Pay All Wages Due Upon Separation of Employment, (7) Failure to Reimburse for Business Expenses, and (8) Unfair Business Practices. On February 3, 2023, Plaintiff Michael Ngo filed a Class Action Complaint against Defendant in Riverside Superior Court, (RSC Case No. CVRI2302136, "*Ngo Class Action*") which was later removed to the U.S. District Court for the Central District of California, alleging causes of action against Lazer Spot for (1) Unpaid Minimum Wages and Liquidated Damages, (2) Failure to Provide Accurate, Itemized Wage Statements, (3) Failure to Timely Pay All Wages Due Upon Separation of Employment, (4) Failure to Reimburse for Business Expenses, and (5) Unfair Business Practices. On June 2, 2023, Plaintiffs Ericka Urrutia and Rebecca Stewart commenced their PAGA (Labor Code §§ 2698 et seq.) action in San Bernardino Superior Court against Defendant (Case No. CIVSB2312528, "*Urrutia PAGA Action*"). On April 21, 2023, Plaintiff Michael Ngo commenced his PAGA action in Riverside Superior Court ("*Ngo PAGA Action*"). On August 26, 2025, Plaintiffs filed a first amended consolidated class action and PAGA representative complaint (SBSC Case No. CIVSB2228377, "FAC" or "Consolidated Complaint") with the approving Court which shall be the operative Complaint. [Brouillette Decl., ¶ 3.]

Once Plaintiffs' various matters were at issue, the Parties initiated discovery and later, after engaging in meet and confer discussions regarding discovery, potential law and motion, and the merits of the case, ultimately agreed to attempt a global mediation of all pending matters. They then engaged in significant informal discovery to facilitate an exchange of information necessary to engage in a meaningful mediation. In April 2024, the Parties mediated with Steven Serratore, Esq., a respected wage and hour class action mediator and, after a full day of mediation reached the proposed settlement. [Brouillette Decl., ¶¶ 4-5.] This Court preliminarily approved the settlement on November 5, 2025.

Class notices were mailed to class members on December 19, 2025, with a 45-day window (to February 2, 2026) for class members to opt out of or object to the proposed settlement. [Declaration of Mayra Gonzalez ("Gonzalez Decl."), ¶¶ 5, 7-9.]

III. <u>THE PROPOSED SETTLEMENT TERMS</u>

Under the proposed settlement, Lazer Spot will pay $1,500,000.00 into a common fund, the Gross Settlement Amount ("GSA"). Reasonable attorney's fees of up to one-third of the GSA, or $500,000, actual litigation costs of up to $30,000 (only $28,783.85 is requested), service awards of up to $10,000 for each plaintiff ($40,000 total), settlement administration costs of

$24,000, and an $80,000 PAGA Payment for alleged civil penalties under PAGA,[1] all will be paid from the GSA. The remainder of approximately $827,246 will be allocated among the Participating Class Members based on their total weeks worked during the Class Period. No portion of the GSA will revert to Defendant. [Brouillette Decl., ¶ 6.]

F. **Certification of the Settlement Class**

The Court conditionally certified a settlement class defined to include all current or former employees who are or were previously employed by Defendant during the Class Period of December 16, 2018 through January 14, 2024. The Settlement Administrator ultimately mailed class notices to 2,538 individuals identified as members of the Class. [Gonzalez Decl., ¶ 5.] Nothing has changed to require reconsideration of the Court's certification of the Settlement Class.

B. The Benefit Conferred on the Settlement Class

As noted, the settlement obligates Lazer Spot to pay $1,500,000 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs. At least $827,246 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that does not require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining s will be allocated to penalties, unreimbursed expenses, and interest. Lazer Spot will pay any and all applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the Court's approval, any amounts not claimed (because a class member does not cash his or her settlement check) will be forwarded to the California State Controller's Unclaimed Property Fund. [Brouillette Decl., ¶ 7.]

Each Participating Class Member will receive a share of the Net Settlement Sum based on his or her total weeks worked for Lazer Spot during the Class Period while employed as a non-

[1] Consistent with PAGA, $60,000 of that amount will go the LWDA for the State's share of the civil penalties, and the remaining $20,000 will be distributed pro rata to the Aggrieved Employees (defined as all individuals employed by Lazer Spot as non-exempt employees during the PAGA Period of March 6, 2022 to January 14, 2024.)

exempt employee. Thus, each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of alleged unpaid wages, unpaid premium wages for missed meal breaks, and potential statutory penalties under applicable law. These methods are intended to ensure each Class Member receives a portion of the available settlement funds corresponding to the relative value of his or her potential claims. The proposed allocation provides a reasonable way to compensate Class Members based on the amount of time they worked for Defendant, and the number of instances they missed a break, were not provided compensation in lieu of such missed breaks, or lost wages due to Defendant's alleged improper payroll practices. [Brouillette Decl., ¶ 8.]

The average class award will be approximately $325, and the awards will range from about $7.41 on the low end to over $1,970 on the high end. The average PAGA award will be about $12.80, and PAGA awards will range from about $0.34 to about $33.48. [Gonzalez Decl., ¶¶ 13-14.]

C. <u>Settlement Administration</u>

Phoenix Settlement Administrators, as the Court-approved Settlement Administrator, mailed the Notice Packet to the Class members after making all reasonable effort to ascertain the best mailing address, including running each address through the National Change of Address database and "skip-tracing" any Notice Packets returned as undeliverable. [Gonzalez Decl., ¶¶ 3-6.] The Class Notice, previously approved by the Court, duly informed Class Members of the settlement terms, including the estimated relief each Class Member will receive, the amounts to be requested for attorney's fees and the class representative enhancement awards, and the right to opt out of or object to the settlement. [Gonzalez Decl., ¶ 5, Exh. A.] Phoenix mailed 2,538 Notice Packets the class on December 19, 2025. [Gonzalez Decl., ¶ 5.] As of the filing of this motion, zero Notice Packets were deemed undeliverable, for a 100% success rate. [Gonzalez Decl., ¶ 6.] The response window for opting out, objecting to the settlement, or submitting a dispute, expired on February 2, 2026. [Gonzalez Decl., ¶¶ 7-9.] As of the filing of this motion, Phoenix has received one request for exclusion, zero objections to the settlement, and no disputes have been submitted regarding the information used to calculate class member settlement shares. [Gonzalez Decl., ¶¶ 7-9.]

D. Release of Claims

All Participating Class Members will be deemed to release Defendant from all class claims alleged in the operative complaint, or that could have been brought based on the allegations in the operative complaint, during the Class Period, and the Aggrieved Employees will release all claims under PAGA for the PAGA Period. The releases are limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the operative complaint. [Brouillette Decl., ¶ 9.]

E. PAGA Claims and Notice to the LWDA

The Parties allocated $80,000 to payment of civil penalties under PAGA for such claims against Lazer Spot, and Plaintiffs submit that amount if fair, reasonable and adequate, and consistent with PAGA's underlying purposes, as addressed in more detail below. As required by Labor Code section 2699(*l*)(2), Plaintiffs gave notice of the settlement and preliminary approval hearing to the LWDA via its online portal. [Brouillette Decl., ¶ 10; Exh. 1.]

IV. ARGUMENT

A. Standards For Approval

The law favors settlement, particularly in class actions where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. H. Newberg & A. Conte, 4 Newberg on Class Actions (4th ed. 2002), § 11.41; Class Plaintiffs v. City of Seattle (9th Cir. 1992) 955 F.2d 1268, 1276, cert. denied, 506 U.S. 953; Van Bronkhorst v. Safeco Corp. (9th Cir. 1976) 529 F.2d 943,950; Potter v. Pacific Coast Lumber Co. (1951) 37 Cal.2d 592, 602. Nevertheless, to make certain the rights of absent parties are not unjustly compromised, the settlement of a class action requires court approval. Cal. Rule of Court 3.769; Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801; Wershba v. Apple Computer (2001) 91 Cal.App.4th 224, 245. The purpose of that judicial review is to protect against fraud or collusion, and to ensure fairness to absent class members. Dunk, 48 Cal.App.4th at 1800-01; Newberg, at §§ 11.22, *et seq.* Review is accomplished through a two-step process intended to determine whether, under the totality of circumstances, the settlement is fair, reasonable and adequate. Dunk, 48 Cal.App.4th at 1801; Wershba, 91 Cal.App.4th at 245.

On a motion for final approval, the trial court is charged with determining whether, in light of the total circumstances of the action and the response of the class members to the proposed settlement, the settlement is fair, reasonable, and adequate. Dunk, 48 Cal.App.4th at 1801-02; Wershba, 91 Cal.App.4th at 244-45. The court has broad discretion in making that determination and may consider a number of relevant factors, including: the strength of plaintiff's case; the likelihood of potential recovery; the risk, expense and likely duration of further litigation; the amount offered in settlement; the extent of discovery and stage of the proceedings; the experience and opinion of counsel; and the reaction of class members to the settlement. Id. In light of the strong judicial policy favoring the settlement of class actions, courts generally apply a presumption of fairness to a proposed class action settlement when: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. Dunk, 48 Cal.App.4th at 1802; Wershba, 91 Cal.App.4th at 245.

B. The Proposed Settlement Merits Final Approval

The proposed settlement of this action warrants final approval under the standards summarized above. The settlement is fair, reasonable and adequate, and represents a favorable resolution of highly disputed claims. Further, the settlement was overwhelmingly approved by the class members as there are no objections and no class member has requested exclusion.

1. The Settlement Is the Product of Arm's-Length, Informed Negotiations

The settlement is not the result of fraud or collusion. Rather, the proposed settlement was reached following arm's-length negotiations presided over by Steve Serratore, Esq., a highly respected and well-known mediator with extensive experience mediating wage and hour class actions. [Brouillette Decl., ¶ 5.] Moreover, Plaintiffs and their counsel were well-informed about the facts and the law, and counsel at Crosner Legal, PC and Solouki Savoy have years of litigation experience, including litigating wage and hour class actions. Plaintiffs' counsel are well-qualified to evaluate the risks and benefits of pursuing further litigation or settling the matter. [Brouillette Decl., ¶¶ 21-30, 34; Solouki Decl., ¶¶ 42-49.] Defendant likewise was represented by highly-qualified and experienced defense counsel. Both sides advocated vigorously for their clients and nothing was "left on the table."

2. The Class Reacted Favorablv to the Settlement

The settlement was well-received by the class. As of the filing of this motion, no objections have been filed, and only one Class Member requested exclusion. [Gonzalez Decl., ¶¶ 7-8.] As many courts recognize, class member reaction to the settlement is one of the most important factors to consider in determining if final approval should be granted. Mandujano v. Basic Vegetable Prods., Inc. (9th Cir. 1976) 541 F.2d 832, 837; see also In re: American Bank Note Holographics (S.D.N.Y. 2001) 127 F.Supp.2d 418, 425 ("It is well-settled that the reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy") (internal quotation marks omitted).

3. The Settlement Is Fair and Reasonable Considering the Benefits Conferred, the Case Value, and Significant Litigation Risks

Prior to mediation, the parties engaged in extensive formal and informal discovery to facilitate settlement discussions. As a result, Plaintiffs reviewed documents and information regarding Lazer Spot's payroll practices, pay stubs and time records for a sampling of class members, meal and rest break policies, etc., and information from Defendant regarding class size and breakdown of job positions, work weeks, rates of pay, and other information used to formulate a damages model. This extensive information then was analyzed by a consulting expert to look for meal and rest break violation rates, time spent working off the clock due to donning/doffing, security checks, etc., and other issues relevant to liability and damages. Plaintiffs' counsel are confident they obtained sufficient information to enable them to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is in the best interests of the class. [Brouillette Decl., ¶¶ 4, 11; Solouki Decl., ¶¶ 29-32.]

While Plaintiffs and counsel remain confident of the merits of Plaintiffs' claims after review and analysis of this information, they nevertheless objectively considered several risk factors in reaching the decision to settle at this point in the litigation. Further, Plaintiffs' expert statistician and analyst calculated the maximum damages of the Class based on the claims likely to survive through judgment to be approximately $11,171,519.00 without penalties. [Brouillette Decl., ¶ 12; Solouki Decl., ¶ 14.]

Based on Plaintiffs' law firms' decades of combined experience litigating wage and hour class action lawsuits solely on the side of employees, and excluding the enforceability of putative class members' arbitration agreements with a class and representative action waiver, Plaintiffs' counsel estimates a fifty percent (50%) likelihood of obtaining and maintaining certification of all of Plaintiffs' claims, with a likelihood of only being able to certify the claims based on the actual written policies and four corners of the paystubs and timesheets, as claims based on solely subjective evidence, such as off-the-clock work and rest break violations that are extremely difficult to certify. This alone greatly reduces the value of these claims. Additionally, Plaintiffs' counsel asserts that there is a fifty percent (50%) likelihood of the claims that get certified surviving a dispositive motion such as a Motion for Summary Judgment/Adjudication once merits-based discovery is opened. Lastly, but definitely the highest hurdle to get over is the fifty percent (50%) chance that Plaintiffs will prevail at trial on remaining claims, if any, further reducing the value of the case. The significant risk that this Court may deny class certification, partially/fully grant a Motion for Summary Judgment/Adjudication is obviated by the Settlement. Moreover, continued litigation would very likely reduce and substantially delay recovery by Class Members. In contrast, because of the proposed Settlement, Class Members will receive timely relief and avoid the risk of an unfavorable judgment. Given the maximum, non-PAGA stacked, potential damages and penalties, the settlement sum of $1,500,000.00 is reasonable considering the substantial risks entailed by this case. [Brouillette Decl., ¶ 13; Solouki Decl., ¶¶ 14-23.]

Defendant, on the other hand, strongly contends that its policies and practices do not violate any laws and that it complied with all applicable laws. Specifically, Defendant maintains that Plaintiffs' claims that they and class members were not paid for all hours worked is factually incorrect. It is Defendant's position that there would be no liability for unpaid wages and overtime, and therefore, the derivative claims of waiting time penalties, untimely wage payments and inaccurate wage statements therefore also fail. Defendant further contends that it provided meal and rest breaks as required by law and is not required to ensure that employees took every meal and rest period made available to them. Brinker Restaurant Corp. v. Superior Court (2012) 53 Cal.4th 1004. Even if the data were to show that meal periods were not taken, time records alone cannot establish a meal break violation under California law. Donohue v. AMN Servs., LLC (2018) 29 Cal.App.5th 1068, 1088 n. 25, review granted, 2019 WL 1388808, at *1 (Cal. Mar. 27, 2019) (finding that "an employer's time records may . . .[only] reflect a section 226.7 violation" in the class certification context, and not on the merits either at trial or on summary judgment); Brown v. Federal Express Corp. (C.D. Cal. 2008) 249 F.R.D. 580, 587 (time records could not prove break claims as they would not provide reason for missed breaks). [Brouillette Decl., ¶ 14.]

Additionally, Defendant contends that Plaintiffs would not obtain class certification on their claims, particularly because the claims would require an individualized inquiry. Koval v. Pacific Bell Telephone Co. (2014) 232 Cal.App.4th 1050, 1062 (denying certification and holding that Plaintiffs' failure to demonstrate that allegedly unlawful policies were consistently applied "create[d] a shifting kaleidoscope of liability determinations that render this case unsuitable for class action treatment"); Dailey v. Sears, Roebuck & Co. (2013) 214 Cal.App.4th 974, 1002 (denying class certification of meal period and rest break claims of employees alleging that they did not regularly take uninterrupted meal and rest breaks where there was no evidence of a uniform policy showing that the Company required the employees to forego breaks).) In such an event, there would be no recovery for Class Members at all. Moreover, putative class members signed arbitration agreements with a class and representative action waiver, which could bar most of the putative class from obtaining any award on a class-wide or representative-wide basis. A discount was required at this stage of the litigation for settlement purposes based on these risk factors. [Brouillette Decl., ¶ 14.]

As far as potential PAGA liability, the allegedly aggrieved employees theoretically are entitled to penalties totaling over $12 million in civil penalties should Plaintiffs prevail on all claims, establish violations of the multiple Labor Code sections at issue for every single pay period, and secure the maximum allowable penalties. [Brouillette Decl., ¶ 15; Solouki Decl., ¶¶ 24-27.] As with the class claims, Plaintiffs discounted the potential PAGA penalties based on Defendant's various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. Labor Code § 2699(e)(2); Carrington v. Starbucks Corp. (2018) 30 Cal.App.5th 504 (trial court awarded penalties of $5 per pay period after a bench trial, which decision was upheld on appeal); In re Taco Bell Wage and Hour Actions (E.D. Cal. Apr. 8, 2016) 2016 U.S. Dist. LEXIS 48557 (PAGA penalties denied after trial). Accordingly, the Parties allocated $80,000 to PAGA penalties, and Plaintiffs submit this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. *E.g.*, Van Kempen v. Matheson Tri-Gas, Inc. (N.D. Cal. Aug. 25, 2017) 2017 U.S. Dist. LEXIS 137182 (granting final approval of $5,000 PAGA penalty from $370,000 settlement, or 1.4 percent of total settlement); Slavkov v. First Water Heater Partners I (N.D. Cal. July 25, 2017) 2017 U.S. Dist. LEXIS 116303 (finding a $7,500 PAGA payment reasonable when measured against the overall settlement of $345,000 and the possible weaknesses in Plaintiffs' case, or 2.2 percent of total settlement). Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary. Jennings v. Open Door Mktg. Inc. (N.D. Cal. Oct. 3, 2018) 2018 U.S. Dist. LEXIS 171356, at *27 (approving settlement with PAGA penalties of 0.6% where "[p]laintiffs [have] submitted the settlement agreement to the LWDA, and the LWDA has not objected to the settlement.)

Overall, the settlement obviates the significant risk that this Court may find any kind of class or representative resolution unachievable or deny certification of all or some of Plaintiffs' claims. Furthermore, even if Plaintiffs obtained certification of all or some of the claims, continued litigation would be lengthy and expensive as the parties pursued merits discovery, a probable motion to decertify, as well as trial and possible appeals, and would further and substantially delay any recovery by the class with no assurance of recovering significantly more than the proposed settlement. While Plaintiffs are confident in the merits of these claims, legitimate controversies exist regarding each one of them. Plaintiffs also recognize proving the amount of wages and penalties due each Class Member would be an expensive, time-consuming, and uncertain proposition. [Brouillette Decl., ¶ 16.]

Plaintiffs and their counsel discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. Plaintiffs and counsel concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class, and the overall $1,500,000 recovery represents a significant percentage of Defendant's potential exposure. Given these risks, a total recovery for the class of $1,500,000, which will result in average award of some $325 per class member, plus additional amounts under PAGA, 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. [Brouillette Decl., ¶ 17.]

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"); Lane v. 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"); 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). Importantly as well, the proposed settlement is non-reversionary and will provide timely 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.

IV. SETTLEMENT ADMINISTRATION COSTS

The settlement provides for a payment to Phoenix from the GSA for its services as the Settlement Administrator. As set forth in the Declaration of Mayra Gonzalez, Phoenix has performed and will continue to perform its required duties through final distribution of the settlement funds, and incurred $24,000 in fees and expenses. [Gonzalez Decl., ¶ 16.] Accordingly, Plaintiffs respectfully request the Court approve payment of $24,000 to Phoenix from the GSA. [Brouillette Decl., ¶ 18.]

V. PLAINTIFFS' ENHANCEMENTS

Pursuant to the terms of the settlement, Plaintiffs seek modest incentive awards of $10,000 each for their service in bringing these claims on behalf of the Class. These requests are reasonable given the risks they undertook on behalf of the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiffs helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendant's litigation costs. Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing herself at risk of discrimination by future prospective employers. As set forth in more detail in their respective declarations submitted at preliminary approval, among taking many other actions assisting in the successful litigation of this case, Plaintiffs provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments. [Declarations of Ericka Nataly Escobar Urrutia, Rebecca Dawn Steward, Michael Ngo, and Kady Hopper (all filed October 14, 2025); Brouillette Decl., ¶ 19; Solouki Decl., ¶¶ 35-38.] Accordingly, the requested enhancement payments to Plaintiffs are appropriate and justified as part of the settlement. Staton v. Boeing (9th Cir. 2003) 327 F.3d 938, 977 (collecting cases awarding class representatives service and incentive payments ranging from $2,000 to $25,000).

VI. ATTORNEY'S FEES AND COSTS

A. The Attorney's Fees Requested Are Fair and Reasonable and Should Be Approved

This Court has discretion over the amount of attorneys' fees awarded and court approval is required for Class Counsel's fees. Cal. Rule of Court 3.769; Levy v. Toyota Motor Sales, U.S.A. (1992) 4 Cal.App.4th 807, 813; Lealao v. Beneficial Cal., Inc. (2000) 82 Cal.App.4th 19. In defining a reasonable fee, the Court should attempt to mimic the marketplace for cases involving significant contingent risk, such as this one. Deposit Guaranty Nat'l Bank, Jackson, Miss. v. Roper (1980) 445 U.S. 326, 338, rehg. den. 446 U.S. 947; Lealao, 82 Cal.App.4th at 49-50 (court should attempt "to award the fee that informed private bargaining, if it were truly possible, might have reached" in determining a reasonable fee, and a fee award should approximate a "range of fees freely negotiated in comparable litigation"). Here, Class Counsel's request for attorney's fees and costs is reasonable and justified by the work performed, the benefits obtained, and the contingent risk assumed.

As addressed in detail above, at the time the parties reached the tentative settlement success for Plaintiffs and the putative class was far from certain. Plaintiffs faced a real risk that some or all the claims would not be certified for class treatment, as Lazer Spot had strong arguments that its compensation policies were legal and properly compensated the class members. Even if Plaintiffs certified some or all of the claims and ultimately prevailed on the merits, it undoubtedly would have taken several years to realize any recovery while they pursued class certification, trial, and an almost certain appeal.

Nonetheless, Plaintiffs succeeded and obtained the relief they set out to obtain, and the settlement provides substantial cash payments to Class Members, with an average award of about $325, and with a maximum award of over $1,970. Importantly as well, the Class Members have been overwhelmingly supportive of the Settlement – as of the filing of this motion there are no objections to the settlement and only one individual opted out. [Gonzalez Decl., ¶¶ 7-8.]

B. The Requested Fee Award Is Reasonable and Appropriate

The United States Supreme Court has ruled the parties to a class action properly may negotiate not only the settlement of the action itself but also the payment of attorney's fees. Evans v. Jeff D. (1986) 475 U.S. 717, 734-35, 738, fn. 30.) In Hensley v. Eckerhart (1983) 461 U.S. 424, 437, the Supreme Court explained that negotiated, agreed-upon attorney's fee provisions are the ideal towards which the parties should strive: "A request for attorney's fees should not result in a second major litigation. Ideally, of course, litigants will settle the amount of a fee." The United States Supreme Court has reemphasized this policy and further stressed trial courts have "a responsibility to encourage agreement" on fees. Blum v. Stenson (1984) 465 U.S. 886, 902 n.19.

As part of the Settlement, Defendant agreed not to object to an award of no more than 1/3 of the GSA for attorney's fees, or $500,000 and up to $30,000 in reimbursement for litigation costs and expenses (only $28,753.85 is requested). Such a fee is commensurate with what the market would provide for similar services and the Court therefore can most certainly enforce the agreement. As California's Court of Appeal has instructed:

> Given the unique reliance of our legal system on private litigants to enforce substantive provisions of law through class and derivative actions, attorneys providing the essential enforcement services 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.

Here, the parties did not negotiate the inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to the Class was completed. [Brouillette Decl., ¶ 20.] The requested fee and cost award was a product of these arms-length negotiations and fairly reflects the marketplace value of the services rendered by Class Counsel in this case.

As a result, the fee agreed to by the parties should be approved.

C. Class Counsel's Fees are Justified When Calculated as a Percentage of the Common Fund

In approving fee applications, courts typically apply either a percentage-of-recovery method or the lodestar method. Laffitte v. Robert Half Int'l., Inc. (2016) 1 Cal.5th 480, 489; Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 254, disapproved on other grounds, Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260. The California Supreme Court recently recognized the advantages and equities of calculating attorney's fees using the percentage-of-the-common-fund method in another wage-and-hour case:

> 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.

Laffitte, 1 Cal.5th at 503 (citations omitted).

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

In determining a reasonable common fund fee award, courts should also consider the fact that fees serve as an economic incentive for lawyers to bring class action litigation to achieve increased access to the judicial system for meritorious claims and to enhance deterrents to wrongdoing. Conte, Attorney Fee Awards (2d ed. 1993) § 104. Without prosecution on a contingent basis and use of the class action mechanism, the courthouse door would effectively be closed to most class members due to the relatively small size of their individual claims in relation to the enormous time and cost associated with class action litigation.

Here, Class Counsel seek a fee award for their successful prosecution and resolution of this action of no more than 1/3 of the total amount recovered by the Class via the lawsuit, or $500,000. The percentage requested is justified for the reasons set forth further below, and comports with fee awards calculated on a percentage-of-the-benefit basis. Indeed, review of class action settlements shows that courts have historically awarded fees in the range of 20 to 50 percent, depending upon the circumstances of the case. In re Warner Communications Sec. Litig. (S.D.N.Y. 1985) 618 F.Supp. 735, 749-50 (concluding that percentage fees in common fund cases range from 20 to 50 percent); Newberg, Newberg on Class Actions (3d ed.) § 14.03, pp. 13-14 ("Usually 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the class, although somewhat larger percentages are not unprecedented.").

D. A Lodestar Cross-Check Also Supports Class Counsel's Fee Request

To ensure the fairness of an attorney's fee award, courts frequently conduct a lodestar cross check of counsel's fees. "A lodestar cross-check thus provides a mechanism for bringing an objective measure of the work performed into the calculation of a reasonable attorney fee." Laffitte, 1 Cal.5th at 504. Here, Class Counsel collectively spent 523.4 hours of time on this matter, resulting in a modest and very reasonable aggregate lodestar of $433,450, with the work performed and time expended more fully detailed in the Brouillette and Solouki Declarations. [Brouillette Decl., ¶¶ 21-39, Exh. 2; Solouki Decl., ¶¶ 42-63.] Additionally, Class Counsel will incur additional time following final approval to, inter alia, respond to class member inquiries, work with the Settlement Administrator on the distribution of settlement funds, and on the compliance hearing.

In pursuing this matter, Class Counsel's total lodestar of $433,450 is based on an eminently reasonable number of hours worked to litigate this matter to a successful conclusion, and the requested attorney hourly rates are reasonable and comport with hourly rates charged by other attorneys with similar experience in this practice area in California. [Brouillette Decl., ¶¶ 21-39; Solouki Decl., ¶¶ 54-60.] On a lodestar basis, the fee request of $500,000 results in a base lodestar with a reasonable upward modifier of 1.15, which is entirely in line with California precedent. Indeed, California courts routinely approve multipliers in the in the 2-4 range to compensate for the time and contingent risk of class action cases. Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 (affirming attorneys' fee award including an upward multiplier of 2.5); Wershba, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher."); City of Oakland Oakland Raiders (1988) 203 Cal.App.3d 78, 85 (affirming a multiplier of 2.34).) Class Counsel submits that the requested 1.15 multiplier effectively operates to show that the percentage fee request is reasonable considering the challenges presented in this contingency fee matter, and appropriately compensates Class Counsel for the contingent risk assumed and delay in payment during the nearly four years counsel have been representing Plaintiffs. Thus, the multiplier results in a fee constituting a fair return on the contingency.

E. The Award is Supported By 1) the Results Achieved; 2) the Risk, 3) the Skill Required, 4) the Contingent Nature of the Fee and 5) Awards in Similar Cases

What has now emerged in most fee award decisions is the recognition that fee determinations in both common fund and statutory fee situations are incapable of mathematical precision because of the intangible factors that must be resolved in the court's discretion based on the circumstances of each particular case. Conte, § 207, p. 44. In determining an appropriate fee in a common fund case, a Court must decide, based on the unique posture of each case, what percentage of the common fund would most reasonably compensate Class Counsel given the nature of the litigation and the performance of counsel. Paul, Johnson, Alston & Hunt v. Graulty (9th Cir. 1989 886 F.2d 268, 272) (the benchmark percentage fee may be adjusted to account for the circumstances involved in a case).

Courts apply a five-part test in calculating a reasonable percentage fee in common fund cases: (1) the results achieved; (2) the risk of litigation; (3) the skill required and the quality of work; (4) the contingent nature of the fee and the financial burden carried by the plaintiffs; and (5) awards made in similar cases. Laffitte, 1 Cal.5th at 489.

1. The Results Achieved.

Class Counsel obtained an excellent result in this case for the Class Members. The Settlement provides real monetary benefits to the Class Members, and the Settlement is particularly advantageous to the Class Member because the proceeds will be distributed shortly as opposed to waiting additional years for a similar, or possibly, less favorable result. Considering many individual claims would be very modest and would not be cost-effective to pursue successfully, the Settlement provided them with fair compensation for their claims. Moreover, the absence of any objection to either the Settlement or the attorney's fee request bolsters the excellent results. Indeed, the approval of the Class is overwhelming as indicated by the fact that not only one class member opted out. Additionally, the settlement amounts to a substantial percentage of the maximum value of the amount the Class might have obtained if it had tried the case and recovered on all theories seeking recovery of wages and penalties. "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 Omnivision Techs., Inc., 559 (N.D. Cal. 2008) F.Supp.2d 1036, 1042.

2. Class Counsel Bore Considerable Risk.

At the time of filing the complaint, Class Counsel recognized that they would have to expend a substantial amount of time and advance significant costs to prosecute a statewide class action suit with no guarantee of compensation or reimbursement, in the hope of prevailing against a sophisticated company represented by first-rate attorneys. Despite their belief in the validity of Plaintiffs' claims, they also knew they faced substantial risks of class certification and the ability to prove class-wide and individual damages. In light of the highly uncertain nature of this suit, Class Counsel also bore the risk that Lazer Spot would dig in and attempt to bury their small firms in work. Given the small size of Class Counsel's respective firms, not receiving any compensation for several years while simultaneously advancing litigation costs posed considerable risk and difficulty. [Brouillette Decl., ¶¶ 40-41.]

3. The Skill Required and the Quality of Work.

Practice in the narrow area of wage and hour litigation requires skill, knowledge and experience. The issues presented in this case required more than just a general appreciation of wage and hour law and class action procedure. This Settlement was possible only because counsel persuaded Defendant that Plaintiffs and the putative class had a chance of prevailing on their claims despite Lazer Spot's contrary arguments, and that the case would be pursued through class certification and trial if necessary. In successfully navigating these hurdles, Class Counsel displayed appropriate skill while pursuing a risky and difficult case.

4. The Contingent Nature of the Fee and Risk Assumed

There is a substantial difference between the risk assumed by attorneys being paid by the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank with his fee. Powers v. Eichen (9th Cir. 2000) 229 F.3d 1249, 1256. The attorney working on a contingent basis can only log hours while working without pay towards a result that will hopefully entitle him to a market fee considering the risk and other factors of the undertaking. Id. at 1257. Otherwise, the contingent fee attorney receives nothing. Id. In this case, Class Counsel subjected themselves to this risk in this all or nothing contingent fee case wherein the necessity and financial burden of private enforcement makes the requested award appropriate.

Counsel retained on a contingency fee basis, whether in private matters or in class action litigation, is entitled to a premium beyond their standard, hourly, non-contingent fee schedule to compensate for both the contingent risk assumed and the delay in payment. The simple fact is that despite the most vigorous and competent of efforts, success is never guaranteed. McKittrick v. Gardner (4th Cir. 1967) 378 F.2d 872, 875. Indeed, if counsel is not adequately compensated for the risks inherent in difficult class actions, competent attorneys will be discouraged from prosecuting similar cases. Ketchum v. Moses (2001) 24 Cal.4th 1122, 1132-33; Cazares v. Saenz (1989) 208 Cal.App.3d 279, 287.

Here, the contingent fee practices of Plaintiffs' counsel simply do not accommodate the investment of unnecessary time in a case, and the adverse resolution of any one of several difficult issues present in this matter could have doomed the entire effort. As discussed, the attorney's fees in this case were not only contingent but fairly risky, and there was always a palpable chance Plaintiffs' counsel would receive nothing for any number of reasons. [Brouillette Decl., ¶¶ 40-41.] Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and Plaintiffs also support the fee requested.

5. Awards in Other Cases

As discussed, the attorney's fees requested by Class Counsel are within the range of fees awarded in comparable cases, as cross-checked against the lodestar method in light of the contingent risk assumed, the delay in payment, the result achieved, and the overall quality of the representation.

F. Class Counsels' Costs and Expenses are Reasonable

Plaintiffs' counsel also request reimbursement of actual out-of-pocket expenses incurred to prosecute this action. These expenses were incidental and necessary to the effective representation of the employees, and Plaintiffs' counsel is permitted to recover litigation costs and expenses under the common fund doctrine and the Settlement Agreement. Serrano, 20 Cal.3d at 35 (common fund doctrine permits recovery of fees and costs from the fund); Rider v. County of San Diego (1992) 11 Cal.App.4th 1410, 1424 n.6 (costs are recoverable from the common fund "[o]f necessity, and for precisely the same reasons discussed above with respect to the recovery of attorneys' fees by ... [Plaintiffs'] attorneys"). Plaintiffs' counsel also is entitled to recover "those out-of-pocket expenses that would normally be charged to a fee-paying client." Harris v. Marhoefer (9th Cir. 1994) 24 F.3d 16, 19.

As explained in the Brouillette and Solouki Declarations, Class Counsel incurred a total of $28,783.85 in expenses incurred in connection with this litigation. These expenses include the amounts paid for court filing fees, service of process, expert fees, postage, and mediation fees, all of which are costs normally billed to and paid by the client. These costs were reasonably incurred in the prosecution of this matter and it is respectfully requested that the Court authorized they be reimbursed in full. [Brouillette Decl., ¶¶ 42-43; Solouki Decl., ¶¶ 64-65.]

VI. CONCLUSION

For all the foregoing reasons, Plaintiffs respectfully request that the Court grant this motion and grant final approval of the proposed class action settlement and approve the payment of PAGA penalties to the State. Plaintiffs further request the Court approve payment of the Settlement Administrator's fees and expenses, approve the requested class representative enhancement, approve the award of attorney's fees and costs as requested, and enter judgment in this action. Finally, Plaintiffs request the Court set a non-appearance case review regarding settlement compliance for _____, 2027, or a later date convenient for the Court.

Dated: _April 6, 2026

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