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

15 RONALDO VELASQUEZ, an individual, on
16 behalf of himself, the State of California, as a
17 private attorney general, and on behalf of all
18 others similarly situated,

19 Plaintiff,

20 v.

21 SIP MANUFACTURING LLC, an Ohio Limited
22 Liability Company; and DOES 1 TO 50,

23 Defendants.

Case Number: 23STCV06826

**Plaintiff's Notice of Motion and Motion for
Final Approval of Class Action and PAGA
Settlement**

Date: July 21, 2025

Time: 10:30 a.m.

Dept.: 1

Judge: Hon. Stuart M. Rice

1 **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 **PLEASE TAKE NOTICE** that on July 21, 2025, at 10:30 a.m., or as soon thereafter as the
4 matter may be heard, in Department 1 of the Los Angeles County Superior Court for the State of
5 California, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California
6 90012, before the Honorable Stuart M. Rice, Plaintiff Ronaldo Velasquez (“Plaintiff”), on behalf of
7 himself, the State of California, as a private attorneys general, and on behalf of all others similarly
8 situated, will and hereby does move this court for entry of an order:

9 1. Finally certifying the class, as defined in the operative *Amended Class Action and PAGA*
10 *Settlement Agreement and Class Notice* (the “Settlement Agreement”) between Plaintiff and Defendant
11 SIP Manufacturing LLC (“Defendant”) (collectively, the “Parties”), for the purpose of settlement
12 pursuant to California Code of Civil Procedure section 382 and California Rules of Court, rule 3.769;

13 2. Finally appointing Plaintiff Ronaldo Velasquez as class representative for purposes of
14 settlement;

15 3. Finally appointing Jonathan Melmed, Kyle D. Smith, and Rachel Jo of Melmed Law
16 Group P.C. as class counsel for purposes of settlement;

17 4. Finding that the notice of the settlement was properly provided to the class members in
18 accordance with the Court’s *Revised Order Granting Preliminary Approval of Class Action and Private*
19 *Attorney General Act 2004 Settlement* dated December 26, 2024;

20 5. Finally approving the settlement as fair, adequate, and reasonable, based upon the terms
21 set forth in the Settlement Agreement, including payment by Defendant of the non-reversionary gross
22 settlement amount of \$190,000.00 (“Gross Settlement Amount”);

23 6. Finally approving the allocation of attorneys’ fees from the Gross Settlement Amount
24 in the amount of one-third of the Gross Settlement Amount (i.e., \$63,333.33), plus necessary litigation
25 costs in the amount of \$17,000.00;

26 7. Finally approving class representative service payment to Plaintiff in the amount of
27 \$10,000.00 from the Gross Settlement Amount to compensate him for the responsibilities, time, effort,
28

1 and risks involved in coming forward on behalf of the proposed class as well as his general releases
2 which are broader than the release of the proposed class;

3 8. Finally approving ILYM Group, Inc. (the “Settlement Administrator”) as the settlement
4 administrator and approving distribution of an amount not to exceed \$7,950.00 from the Gross
5 Settlement Amount to cover the Settlement Administrator’s expenses in administering the settlement;

6 9. Finally approving the allocation of \$15,000.00 for penalties pursuant to the California
7 Labor Code Private Attorneys General Act of 2004, of which 75% (i.e., \$11,250.00) shall be paid to
8 the California Labor and Workforce Development Agency (“LWDA”) from the Gross Settlement
9 Amount, with the remaining 25% (i.e., \$3,750.00) payable to the aggrieved employees;

10 10. Binding all participating class members to the terms of the Settlement Agreement,
11 including the release specified therein;

12 11. Retaining jurisdiction to enforce the Settlement Agreement; and

13 12. Granting Plaintiff leave to file the overlength brief accompanying this motion due to the
14 complex nature of this motion.

15 This motion is based on this Notice of Motion and Motion for Final Approval of Class Action
16 and PAGA Settlement; the Memorandum of Points and Authorities in support thereof; the declaration
17 of Plaintiff’s counsel Jonathan Melmed; the Settlement Agreement; the other records, pleadings, and
18 papers filed in this action; and upon such other evidence or argument as may be presented to the court
19 at the hearing of this motion.

20 Dated: June 27, 2025

MELMED LAW GROUP P.C.



KYLE D. SMITH

Attorney for Plaintiff, the Preliminarily-Certified
Class, and the Aggrieved Employees

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This motion seeks final approval of a wage-and-hour class and representative action settlement
4 between Plaintiff Ronaldo Velasquez (“Plaintiff”) and Defendant SIP Manufacturing LLC
5 (“Defendant”) (collectively, the “Parties”) for \$190,000.00 (the “Gross Settlement Amount”). A true
6 and correct copy of the *Amended Class Action and PAGA Settlement Agreement and Class Notice* (the
7 “Settlement Agreement”) is attached as **Exhibit A** to the concurrently filed *Declaration of Jonathan*
8 *Melmed in Support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement*
9 (“Melmed FAM Decl.”). The Settlement Agreement, in its entirety, is incorporated herein by reference.
10 The Settlement Agreement contains two elements:

11 **PAGA Settlement:** A settlement pursuant to the California Labor Code Private Attorneys
12 General Act of 2004 (“PAGA”), for which Plaintiff represents a group of approximately 247 aggrieved
13 employees on behalf of the State of California as private attorney generals pursuant to PAGA. The
14 “PAGA Period” for these purposes is defined as the period from June 1, 2022, through October 2, 2024.
15 (Settlement Agreement, at p. 3.) The “Aggrieved Employees,” for these purposes, are defined as: “all
16 individuals who are or were employed by Defendants as non-exempt employees in California during
17 the PAGA Period.” (Settlement Agreement, at p. 1.)

18 **Class Settlement:** A class action settlement for which Plaintiff represents an identical group of
19 approximately 247 putative class members defined as: “all individuals who are or were employed by
20 Defendants as nonexempt employees in California during the Class Period.” (Settlement Agreement,
21 at p. 1.) These employees are referred to individually as the “Class Members” or collectively as the
22 “Class.” The “Class Period” for these purposes is defined as the period from June 1, 2022, through
23 October 2, 2024. (Settlement Agreement, at p. 2.)

24 On December 26, 2024, this Court granted preliminary approval of the Settlement Agreement.
25 On May 9, 2025, ILYM Group, Inc. (the “Settlement Administrator”) mailed *Court Approved Notice*
26 *of Class Action and PAGA Settlement and Hearing Date for Final Court Approval* (the “Class Notice”)
27 to all 247 putative Class Members contained in the data provided by Defendant. The response deadline
28 for the Class Members is set for July 8, 2025. The most recent status report of class participation

provided by the Settlement Administrator, dated June 20, 2025, is attached as **Exhibit D** and a copy of the Class Notice is attached as **Exhibit E** to the concurrently filed *Declaration of Jonathan Melmed in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement*.

If the Court grants final approval, the "Net Settlement Amount" of at least **\$91,716.67**, will be distributed to participating Class Members, the California Labor and Workforce Development Agency ("LWDA"), and the Aggrieved Employees:

Gross Settlement Amount	\$190,000.00
Attorneys' Fees	(\$63,333.33)
Litigation Costs	(\$17,000.00)
Settlement Administration Costs	(\$7,950.00)
Service Award	(\$10,000.00)
Net Settlement Amount	\$91,716.67

Net Settlement Amount	\$91,716.67
To Class Members:	\$76,716.67
PAGA Payment to LWDA (75% of \$15,000):	\$11,250.00
PAGA Payment to Aggrieved Employees:	\$3,750.00

Class Participation (as of June 20, 2025)	
Eligible Class Members:	247
Requests for Exclusion to Date:	0
Objectors to Date:	0
Participating Class Members:	247
Participation Rate So Far:	100%

Relevant Supplemental Data	
Number of Aggrieved Employees:	247
Class Counsel Fee Request:	⅓ of the Gross Settlement Amount
Percent of Class Payments Attributable to Unpaid Wages (W-2 Income):	20%
Percent of Class Payments Attributable to Non-Wages (1099 Income):	80%

The Settlement Agreement is an excellent result for the Class, which is demonstrated by the extraordinarily high participation rate of **100%** so far. (Melmed FAM Decl., ¶ 24, Exh. D.) As of June 20, 2025, *zero* Class Members have submitted objections to the Settlement Agreement and *zero* Class Members have requested exclusion. (Melmed FAM Decl., ¶ 24, Exh. D.) These numbers evidence an overwhelmingly positive response from the Class Members regarding the substance of the Settlement Agreement, confirming that the Settlement Agreement is in the Class’s best interest. (Melmed FAM Decl., ¶ 24.) Further, these numbers raise a strong presumption that the Settlement Agreement is fair, reasonable, and adequate.

Based on the foregoing, Plaintiff respectfully requests that the Court grant final approval of the Settlement Agreement.

II. BACKGROUND

A. PROCEDURAL SUMMARY

On March 28, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) to notify the LWDA, pursuant to PAGA, of his intent to seek civil penalties against Defendant for violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2084, and California Industrial Welfare Commission Wage Orders Wage Order 4-2001 (the “Applicable Wage Order”). (Melmed FAM Decl., ¶ 12, Exh. B.) The letter attached to Plaintiff’s original complaint, and incorporated the original complaint by reference, and thus sought penalties for claims identical to those alleged in the case. (Melmed FAM Decl., ¶ 12.) For the Court’s reference, a copy of Plaintiff’s letter

1 to the LWDA is attached as **Exhibit B** to the concurrently filed *Declaration of Jonathan Melmed in*
2 *Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement*.

3 On March 29, 2023, Plaintiff filed a class action complaint in Los Angeles Superior Court.
4 Plaintiff alleged claims for: **(1)** failure to pay minimum wage for all hours worked; **(2)** failure to pay
5 all overtime wages; **(3)** failure to provide compliant rest periods and pay missed rest break premiums;
6 **(4)** failure to provide compliant meal periods and pay missed meal period premiums; **(5)** failure to
7 maintain accurate employment records; **(6)** failure to pay timely wages during employment; **(7)** failure
8 to pay all wages earned and unpaid at separation; **(8)** failure to indemnify all necessary business
9 expenditures; **(9)** failure to provide complete and accurate wage statements; and **(10)** violations of
10 California's Unfair Competition Law. (Melmed FAM Decl., ¶ 13.)

11 On June 20, 2023, Plaintiff filed a first amended class and representative action complaint,
12 adding an additional cause of action for PAGA penalties based on the allegations set forth in the original
13 complaint. (Melmed FAM Decl., ¶ 14.) The first amended complaint is the operative complaint in the
14 action.

15 On or about August 28, 2023, the Parties agreed to attend a private mediation. (Melmed FAM
16 Decl., ¶ 15.) Prior to mediation, Plaintiff's counsel conducted significant informal discovery. (Melmed
17 FAM Decl., ¶ 15.) Discovery, investigation, and prosecution has included, among other things,
18 numerous telephonic conferences with Plaintiff; inspection and analysis of hundreds of pages of
19 documents and other information produced by Defendant; analysis of work-related data from a sample
20 of Class Members and Aggrieved Employees; an analysis of the legal positions taken by Defendant;
21 investigation into the viability of class treatment of the claims asserted in the action; analysis of
22 potential class-wide damages, including information sufficient to understand Defendant's potential
23 defenses to Plaintiff's claims; research of the applicable law with respect to the claims asserted in the
24 Complaint and the potential defenses thereto; and assembling and analyzing of data for calculating
25 damages. (Melmed FAM Decl., ¶ 15.)

26 Among other key pieces of information, Plaintiff's counsel requested in its informal discovery
27 letter the wage statements and time records for "a statistically significant sample size" of Class Members
28 during the Class Period. (Melmed FAM Decl., ¶ 16.) The Parties agreed on a statistically significant

1 sampling of randomly selected employees, which Plaintiff’s counsel determined would provide a
2 statistically significant sample size with a high degree of confidence for Plaintiff’s expert’s statistical
3 analysis. (Melmed FAM Decl., ¶ 16.) Pursuant to their agreement, Defendant produced the sampling for
4 2022 and 2023. (Melmed FAM Decl., ¶ 16.) From these records, Plaintiff’s expert was able to carefully
5 craft a damages model for each of the categories of alleged claims for which the data would reflect
6 violations. (Melmed FAM Decl., ¶ 16.)

7 On January 19, 2024, the Parties participated in a full-day mediation with Steve Pearl, who is a
8 full-time mediator with extensive experience in California wage and hour class action lawsuits.
9 (Melmed FAM Decl., ¶ 17.) The mediation negotiations were contentious, but the Parties were
10 eventually able to reach the broad terms of an agreement. (Melmed FAM Decl., ¶ 17.) After further
11 negotiation, the Parties executed a longform Settlement Agreement. (Melmed FAM Decl., ¶ 17.)

12 On September 9, 2024, Plaintiff filed his Motion for Preliminary Approval of Class Action
13 Settlement (“Motion for Preliminary Approval”). Then, on October 1, 2024, this Court issued a *Checklist*
14 *for Preliminary Approval of Class Action Settlement*, requesting further briefing on (1) the adequacy of
15 Plaintiff as the class representative, and (2) uncertainty as to the class period and escalator clause. (Melmed
16 FAM Decl., ¶ 18.) In response, Plaintiff filed supplemental briefing to fully address these concerns on
17 November 20, 2024, and the parties amended the original settlement agreement. (See Supplemental Briefing
18 in Support of Plaintiff’s Motion for Preliminary Approval; Melmed FAM Decl., ¶ 18.) The Parties’
19 *Amended Class Action and PAGA Settlement Agreement and Class Notice* is the operative agreement.
20 (Melmed FAM Decl., ¶ 18.)

21 On December 26, 2024, Plaintiff’s Motion for Preliminary Approval of Class Action Settlement
22 (“Motion for Preliminary Approval”) was granted. (See Revised Order Granting Preliminary Approval
23 of Class Action and Private Attorney General Act 2004 Settlement (“Preliminary Approval Order” or
24 “PAM Order”), ¶ 2.)

25 The matter is now before this court for final approval.

26 **B. THE CLAIMS AND DEFENSES**

27 Plaintiff alleged several categories of wage-and-hour violations on behalf of the Class and
28 Aggrieved Employees. The details and settlement value of each of these claims, and their

1 corresponding defenses, were discussed extensively in the Plaintiff's Motion for Preliminary Approval
2 and its accompanying papers, the discussion of which is incorporated by reference herein, and which,
3 for the sake of brevity, Plaintiff will avoid belaboring in this motion. (See Motion for Preliminary
4 Approval, at p. 5–16.)

5 Defendant has persistently denied all liability of any kind associated with the claims and
6 allegations, and further denied that the Class Members are entitled to any relief. Defendant also denied
7 that these allegations are appropriate for class or representative treatment for any purpose other than
8 the settlement. Defendant maintains, among other things, that it has complied with California laws in
9 all respects. (Melmed FAM Decl., ¶ 27.)

10 **C. SUMMARY OF THE SETTLEMENT AGREEMENT**

11 Under the terms of the Settlement Agreement, Defendant will be released of all claims asserted
12 in the Complaint in exchange for Defendant's agreement to pay a non-reversionary Gross Settlement
13 Amount of \$190,000.00. (See generally, Settlement Agreement.)

14 The amount to be paid by Defendant includes: **(1)** the fees and expenses of the Settlement
15 Administrator not to exceed the amount of \$8,000.00, but which have been quoted by the Settlement
16 Administrator as being \$7,950.00 (Settlement Agreement at p. 7); **(2)** Plaintiff's counsel's attorney fees
17 of one-third of the Gross Settlement Amount, i.e., \$63,333.33 (Settlement Agreement at p. 6);
18 **(3)** litigation expenses and costs up to \$17,000.00 (Settlement Agreement, at p. 6; Melmed FAM Decl.,
19 Exh. C); **(4)** a service award of \$10,000.00 (Settlement Agreement, at p. 6); **(5)** payment to the LWDA
20 of \$11,250.00 for its 75% share of the settlement for civil penalties pursuant to PAGA (Settlement
21 Agreement, at pp. 7–8); and **(6)** payment to the Aggrieved Employees of \$3,750.00 for their 25% share
22 of the settlement for civil penalties pursuant to PAGA (Settlement Agreement, at pp. 7–8). The
23 remaining amount, which consists of approximately \$76,716.67, less applicable taxes, will be
24 distributed to the Class Members. (Settlement Agreement, at pp. 6–7.)

25 Individual payments to the Class Members from the class-portion of the settlement will be
26 calculated and apportioned based on the number of weeks worked as an eligible Class Member in
27 California by the participating Class Member during the Class Period. (Settlement Agreement, at p. 7.)
28 Individual payments to the Aggrieved Employees from the PAGA-portion of the settlement (i.e., the

1 portion not being sent to the LWDA), will be calculated and apportioned based on the number of pay
2 periods worked by each Aggrieved Employee during the PAGA Period compared to the total number
3 of pay periods worked by all Aggrieved Employees during the PAGA Period. (Settlement Agreement,
4 at p. 8.)

5 For tax purposes, the Settlement Agreement provides that 20% will be allocated to alleged
6 unpaid wages for which IRS Forms W-2 will issue and 80% will be allocated to alleged unpaid penalties
7 and alleged unpaid interest for which IRS Forms 1099-MISC will issue. (Settlement Agreement, at p.
8 7.) With respect to the individual payments made under the PAGA-portion of the Settlement
9 Agreement, all such payments will be paid from the net PAGA settlement amount, after the required
10 payment to the LWDA, as alleged penalties for which IRS Form 1099 will issue. (Settlement
11 Agreement, at p. 7.)

12 Participating Class Members will have 180 days to cash their settlement checks. (Settlement
13 Agreement, at p. 9.) If a Class Member fails to cash his/her check by the deadline, then the Settlement
14 Administrator shall distribute such funds to the California State Controller for deposit in the Unclaimed
15 Property Fund in the name of the individual whose check was uncashed. (Settlement Agreement, at p.
16 9.)

17 **III. NOTICE TO THE CLASS MEMBERS**

18 The Settlement Administrator was tasked with, among other things: **(1)** preparing, translating,
19 printing, and mailing the Class Notice; **(2)** responding to inquiries from Class Members; **(3)** calculating
20 the number of Workweeks each Class Member worked during the period from June 1, 2022 to October
21 2, 2024 (“Class Period”) and the number PAGA Pay Periods that each Aggrieved Employee worked
22 during the time period from June 1, 2022 to October 2, 2024 (“PAGA Period”); **(4)** determining the
23 validity of letters indicating a request to be excluded from the Class Notice (“Requests for Exclusion”),
24 written objections to the Class Notice (“Objections”), and/or dispute regarding the number of
25 Workweeks submitted by Class Members; **(5)** calculating the Net Settlement Amount and the
26 Individual Class Payments to Participating Class Members; **(6)** calculating and issuing the Individual
27 Class Payments and distributing them to Participating Class Members and PAGA Penalties to each
28 Aggrieved Employee; **(7)** issuing the payment to Class Counsel Fees Payment and Class Counsel

1 Litigation Expenses Payment, Class Representative Service Payment to Plaintiff, and the
2 employer/employee payroll taxes to the appropriate taxing authorities; and (8) such other tasks as set
3 forth in the Class Notice or as the Parties mutually agree or as the Court orders. (See, e.g., Settlement
4 Agreement, at p. 13.)

5 On May 9, 2025, the Settlement Administrator mailed the Court-approved notice to all 247
6 Class Members contained in the data provided by Defendant. (Melmed FAM Decl., Exh. D.) The
7 deadline for the 247 Class Members in the class data list to submit an opt-out request, objection, or
8 dispute of workweeks is July 8, 2025. (Melmed FAM Decl., Exh. D.)

9 As of June 20, 2025, the Settlement Administrator has received **zero** objections from the Class
10 Members and **zero** Class Member requested exclusion (Melmed FAM Decl., Exh. D.) Thus, the
11 Settlement Administrator is currently reporting a **100% participation rate**—an overwhelmingly
12 favorable response to a Settlement. “[T]he absence of a large number of objections to a proposed class
13 action settlement raises a strong presumption that the terms of a proposed class settlement action are
14 favorable to the class members.” (*In re Omnivision Technologies, Inc.* (N.D. Cal. 2008) 559 F.Supp.2d
15 1036, 1043, quoting *National Rural Telecommunications Cooperative v. DIRECTV, Inc.* (C.D. Cal.
16 2004) 221 F.R.D. 523, 529; *Moore v. PetSmart, Inc.* (N.D. Cal., Aug. 4, 2015, No. 5:12-CV-03577-
17 EJD) 2015 WL 5439000, at *7, *aff’d* (9th Cir. 2018) 728 Fed. Appx. 671 [finding that where “less than
18 one percent either opted out or objected, the reaction of the putative class has been very positive.
19 Therefore, this factor strongly favors settlement.”].)

20 **IV. THE COURT SHOULD FINALLY APPROVE THE SETTLEMENT AGREEMENT**

21 **A. CLASS ACTION SETTLEMENTS ARE SUBJECT TO JUDICIAL REVIEW** 22 **AND APPROVAL UNDER THE CALIFORNIA RULES OF COURT.**

23 The law favors settlements. (*Bush v. Superior Court* (1992) 10 Cal.App.4th 1374, 1382.) This
24 is particularly true in class actions where substantial resources can be conserved by avoiding the time,
25 cost, and risk of formal litigation. (See *Ferguson v. Lieff, Cabraser, Heimann & Bernstein* (2003) 30
26 Cal.4th 1037, 1054 [“Public policy favoring settlement is especially weighty for class actions.
27 [Citations]. Settlement of class actions is encouraged precisely because they ‘consume substantial
28 judicial resources and present unusually large risks for the litigants.’”], quoting *In re General Motors*

1 *Corp. Pick-Up Truck Fuel Tank Products Liability Litigation* (3d Cir. 1995) 55 F.3d 768, 805.)
2 However, a class action may not be dismissed, compromised, or settled without the Court’s approval.
3 (Cal. Rules of Court, rule 3.769(a).) This requirement exists to prevent fraud, collusion, or unfairness
4 to the class and to ensure that their rights are given due regard by the negotiating parties. (*Malibu*
5 *Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578–579; *Officers for*
6 *Justice v. Civil Service Com’n of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 624.)
7 The California Rules of Court set forth the procedures for court approval of a class action settlement:
8 **(1)** the Court preliminarily approves the settlement; **(2)** class members receive notice as directed by the
9 Court; and **(3)** the Court conducts a final approval hearing to inquire into the fairness of the proposed
10 settlement. (See Cal. Rules of Court, rule 3.769(c), (e)–(g).)

11 The trial court enjoys broad discretion to determine whether a proposed class action settlement
12 is fair. (*Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438.) The decision to approve or reject a
13 proposed settlement lies within the Court’s sound discretion. (*Wershba v. Apple Computer, Inc.* (2001)
14 91 Cal.App.4th 224, 234–235.) In deciding whether to grant final approval, the Court’s ultimate duty
15 is to determine whether the settlement is fair, adequate, and reasonable. (See *Dunk v. Ford Motor Co.*
16 (1996) 48 Cal.App.4th 1794, 1801 [setting forth the “fair, adequate, and reasonable” standard], citing
17 *Officers for Justice v. Civil Service Com’n of City and County of San Francisco, supra*, 688 F.2d 615,
18 625; see also *Cho v. Seagate Technology Holdings, Inc.* (2009) 177 Cal.App.4th 734, 742–743 [a trial
19 court must approve a class action settlement agreement, but only after determining that it is ““fair,
20 adequate and reasonable,”” considering factors such as the ““risk, expense, [and] complexity”” of
21 continued litigation], citations omitted.) The Court should consider several factors including, but not
22 limited to:

23 “[T]he strength of Plaintiffs’ case, the risk, expense, complexity and likely duration of
24 further litigation, the risk of maintaining class action status through trial, the amount
25 offered in settlement, the extent of discovery completed and the stage of the
26 proceedings, the experience and views of counsel, . . . and the reaction of the class
27
28

1 members to the proposed settlement.” (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th
2 at p. 1801.)

3
4 The above factors are not exclusive, “the court is free to engage in a balancing and weighing of
5 factors depending on the circumstances of each case.” (*Wershba v. Apple Computer, Inc.* (2001) 91
6 Cal.App.4th 224, 245.) In doing so, the Court must give due “regard to what is otherwise a private
7 consensual agreement between the parties.” (*Ibid.*; see also *In re Microsoft I-V Cases* (2006) 135
8 Cal.App.4th 706, 723.) The inquiry is limited “to the extent necessary to reach a reasoned judgment
9 that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating
10 parties” (*Officers for Justice v. Civil Service Com’n of City and County of San Francisco*, *supra*,
11 688 F.2d 615, 625.)

12 As will be explained by applying the above factors, the proposed settlement embodies all key
13 features of a settlement that is fair, reasonable, adequate, and in the best interests of the members of
14 the class, and, as such, meets all the criteria necessary for final approval.

15 **B. THE SETTLEMENT IS ENTITLED TO A PRESUMPTION OF FAIRNESS**

16 A presumption of fairness exists where, as here: “(1) the settlement is reached through arm’s-
17 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
18 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
19 small.” (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th 1794, 1802; see also *In re Microsoft I-V Cases*,
20 *supra*, 135 Cal.App.4th 706, 723.)

21 Here, the Settlement Agreement was negotiated at arm’s length between counsel using a
22 professional and well-respected third-party neutral. (Melmed FAM Decl., ¶ 31.) Counsel for all parties
23 were thoroughly familiar with the complex legal and factual questions at issue in this litigation.
24 (Melmed FAM Decl., ¶ 31.) The Settlement Agreement is a product of intensive negotiations,
25 supported by investigation and direct exchanges of information through informal discovery, settlement
26 negotiations that included a full-day mediation, and significant post-mediation negotiations. (Melmed
27 FAM Decl., ¶ 31.) Though cordial and professional, the settlement negotiations were adversarial and
28 non-collusive in nature. (Melmed FAM Decl., ¶ 31.)

1 The Parties thoroughly investigated and evaluated the factual and legal strengths and
2 weaknesses of this case before reaching the settlement. (Melmed FAM Decl., ¶ 32.) As described above
3 and in the Motion for Preliminary Approval, the Settlement Agreement was reached after extensive
4 informal discovery, investigation, research, thorough calculations, risk evaluation, substantial
5 exchanges of documents, and an exchange of other information required to evaluate the claims at issue.
6 (Melmed FAM Decl., ¶ 32.) The settlement came only after the case was thoroughly investigated by
7 Plaintiff's counsel. (Melmed FAM Decl., ¶ 30.)

8 The settlement reached is the product of substantial effort by the parties and their counsel.
9 (Melmed FAM Decl., ¶ 33.) Plaintiff and Plaintiff's counsel agree with the Court's preliminary
10 approval order that the Settlement Agreement falls within the range of reasonableness and is
11 presumptively valid. (Melmed FAM Decl., ¶ 30; PAM Order, ¶ 3.)

12 Moreover, Plaintiff's Counsel are experienced in similar class actions. (Melmed FAM Decl.,
13 ¶¶ 6–11.) Additionally, the percentage of valid objectors and disputes, as of June 20, 2025, is not only
14 small, *but zero*. (Melmed FAM Decl., Exh. D.) The presumption of fairness of this settlement applies
15 with full force.

16 C. FINAL APPROVAL OF THE SETTLEMENT IS WARRANTED

17 This Court found that “the Amended Settlement Agreement, including the non-revisionary
18 gross settlement amount of \$190,000, falls within the range of reasonableness and is presumptively
19 valid.” (PAM Order, ¶ 3.) The relevant analysis remains unchanged with one exception: the Court now
20 has adequate information to know “the reaction of the class members to the proposed settlement.”
21 (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1801.) Because the reaction has been
22 overwhelmingly positive, with *zero* objections to the Settlement Agreement so far, the justifications
23 for approving the Settlement Agreement have only been bolstered since the time of this Court's original
24 analysis. (Melmed FAM Decl., Exh. D.) This Court can thus proceed secure in the knowledge that the
25 factors mentioned above, including arm's length bargaining, sufficient investigation and discovery,
26 experienced counsel, and percentage of objectors, weigh heavily in favor of granting final approval.

1 **V. PLAINTIFF’S SERVICE AWARD IS FAIR, REASONABLE, AND APPROPRIATE**

2 The Settlement Agreement provides for Plaintiff to receive a service award from the non-
3 reversionary Gross Settlement Amount in the amount of \$10,000.00, in addition to whatever payment
4 he is otherwise entitled to receive as a Class Member and/or Aggrieved Employee. (Melmed FAM
5 Decl., ¶ 37; Settlement Agreement, at p. 6.) The proposed service award is intended to recognize the
6 time, effort, and risk that Plaintiff undertook in bringing this case and helping to secure the relief
7 obtained for the members of the Class. (See *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th
8 715, 726 [upholding “service payment” to named plaintiff for his efforts in bringing class case];
9 *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958–959 [stating that service awards
10 are “intended to compensate class representatives for work done on behalf of the class, to make up for
11 financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their
12 willingness to act as a private attorney general.”].) To determine the propriety of a service award, courts
13 consider the actions protecting class interests, the benefit provided to the class based on those actions,
14 and the amount of time and effort expended by the plaintiff. (*Staton v. Boeing Co.* (9th Cir. 2003) 327
15 F.3d 938, 976–977.)

16 The proposed service award is reasonable compensation given the time and effort that Plaintiff
17 devoted to this case and the valuable assistance he provided to counsel. (Melmed FAM Decl., ¶ 37;
18 Declaration of Ronaldo Velasquez in Support of Plaintiff’s Motion for Preliminary Approval of Class
19 Action Settlement (“Velasquez Decl.”), ¶¶ 5–11.) Plaintiff provided invaluable assistance to Plaintiff’s
20 counsel and the Class Members in this case, including providing factual background for mediation and
21 the operative complaint, reviewing the relevant documents, participating in phone calls with Plaintiff’s
22 counsel, gathering highly relevant documents, and reviewing the settlement documents. (Melmed FAM
23 Decl., ¶ 38; Velasquez Decl., ¶¶ 6–7.)

24 Plaintiff agreed to participate in this case with no guarantee of personal benefit. (Melmed FAM
25 Decl., ¶ 38.) To the contrary, Plaintiff agreed to undertake the financial risk of serving as class
26 representative and exposed himself to the risk of negative publicity by anyone who opposed this case.
27 (Melmed FAM Decl., ¶ 38.) Plaintiff faced the risk of reputational harm of having his name affiliated
28 with an employment lawsuit and the potential resulting stigma from future prospective employers.

1 (Velasquez Decl., ¶ 5.) Disregarding these risks, Plaintiff pursued this case on behalf of the class to a
2 successful resolution and settlement.

3 Moreover, the requested service award for Plaintiff falls within the range of service payments
4 typically awarded to class representatives in similar cases. (See, e.g., *Bond v. Ferguson Enterprises,*
5 *Inc.* (E.D. Cal. June 30, 2011) No. 1:09-cv-1662 OWW MJS, 2011 WL 2648879 [approving **\$11,250**
6 service awards]; *Ross v. US Bank National Association* (N.D. Cal. Sept. 29, 2010) No. C 07-02951 SI,
7 2010 WL 3833922, at *2 [approving **\$20,000** service awards]; *Vasquez v. Coast Valley Roofing, Inc.*
8 (E.D. Cal. 2010) 266 F.R.D. 482, 493 [approving **\$10,000** service awards]; *West v. Circle K Stores,*
9 *Inc.* (E.D. Cal., Oct. 20, 2006, No. CIV. S-04-0438 WBS GGH) 2006 WL 8458679, at *8 [approving
10 **\$15,000** service award]; *Glass v. UBS Financial Services, Inc.* (N.D. Cal., Jan. 26, 2007, No. C-06-
11 4068 MMC) 2007 WL 221862, at *17 [approving **\$25,000** service awards]; *Louie v. Kaiser Foundation*
12 *Health Plan, Inc.* (S.D. Cal., Oct. 6, 2008, No. 08CV0795 IEG RBB) 2008 WL 4473183, at *7
13 [approving **\$25,000** service award]; *Garner v. State Farm Mut. Auto. Ins. Co.* (N.D. Cal., Apr. 22,
14 2010, No. CV 08 1365 CW EMC) 2010 WL 1687832, at *17 n.8 [“Numerous courts in the Ninth
15 Circuit and elsewhere have approved incentive awards of **\$20,000 or more** where, as here, the class
16 representative has demonstrated a strong commitment to the class.”], emphasis added.)

17 **VI. THE PROPOSED ATTORNEYS’ FEE ALLOCATION IS FAIR, REASONABLE,**
18 **AND APPROPRIATE**

19 Where a lawsuit results in the recovery of a fund or property benefiting others, as well as the
20 plaintiffs—as in a class action—the court has inherent equitable power to order the plaintiff’s attorney
21 fees to be paid out of the common fund or property. (See *Serrano v. Priest* (1977) 20 Cal.3d 25, 35;
22 *D’Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1, 25 [“when a number of persons are
23 entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit
24 of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded
25 attorney’s fees out of the fund”]; *Quinn v. State of California* (1975) 15 Cal.3d 162, 168; *In re Stauffer’s*
26 *Estate* (1959) 53 Cal.2d 124, 132.) This “fee spreading” is premised on assuring that all those benefitted
27 by the litigation pay their fair share of obtaining the recovery. (See *Lealao v. Beneficial California,*
28 *Inc.* (2000) 82 Cal.App.4th 19, 26; *Cziraki v. Thunder Cats, Inc.* (2003) 111 Cal.App.4th 552, 558.)

1 Here, Plaintiff's counsel seek a fee award under the "common fund" doctrine. (See *Laffitte v.*
2 *Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 506 [reaffirming its approval of the use of a percentage
3 of the common fund to compensate counsel]; Declaration of Jonathan Melmed in Support of Plaintiff's
4 Motion for Final Approval of Class Action and PAGA Settlement ("Melmed FAM Decl."), ¶ 39.)
5 Plaintiff's counsel are also entitled to fees under various statutes at issue here, including, among others,
6 Labor Code sections 218.5, 226, subdivision (e)(1), 1194, and 2699, subdivision (k)(1), all of which
7 provide for reasonable attorneys' fees to be recovered by the prevailing party.

8 Specifically, Plaintiff's counsel request attorneys' fees in the amount of one-third of the Gross
9 Settlement Amount (i.e., \$63,333.33), as provided in the Settlement Agreement. (Settlement
10 Agreement at p. 6.) As will be explained, this request is reasonable and appropriate under the common
11 fund theory and is supported by: (1) case law, (2) Plaintiff's counsel's high quality of work, (3) the
12 excellent results achieved for the Class Members, (4) the risks inherent in the contingent nature of
13 Plaintiff's counsel's representation in this case, and (5) public policy considerations.

14 **A. PLAINTIFF'S COUNSEL ARE ENTITLED TO A FEE FROM THE**
15 **COMMON FUND CREATED**

16 As the California Supreme Court has made clear, one-third of the common fund is a reasonable
17 percentage for a trial court to award as attorneys' fees in a class action where a common fund was
18 generated because of the case. (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 506
19 ["We therefore agree with the Court of Appeal below that '[t]he percentage of fund method survives
20 in California class action cases, and the trial court did not abuse its discretion in using it, in part, to
21 approve the fee request [of one-third of the common fund] in this class action"].) The California
22 Supreme Court further clarified that trial courts "have discretion to conduct a lodestar cross-check on
23 a percentage fee, as the court did here; they also retain the discretion to forgo a lodestar cross-check
24 and use other means to evaluate the reasonableness of a requested percentage fee." (*Ibid.*)

25 As mentioned above, Plaintiff's counsel are seeking a fee award under the "common fund"
26 doctrine. The common fund doctrine provides that "a litigant or a lawyer who recovers a common fund
27 for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from
28 the fund as a whole." (*Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; see also *Vincent v. Hughes*

1 *Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Class Plaintiffs v. Jaffe & Schlesinger, P.A.* (9th Cir.
2 1994) 19 F.3d 1306, 1308.) The doctrine is founded on the understanding that attorneys should
3 normally be paid by their clients, and that unless attorneys’ fees are paid out of the common fund where
4 the attorneys’ unnamed class member “clients” have no express retainer agreement, those who
5 benefited from the fund without contributing to those who created it would be unjustly enriched.
6 (*Boeing Co. v. Van Gemert, supra*, 444 U.S. 472, 478.)

7 In *Laffitte v. Robert Half Internat., Inc., supra*, 1 Cal.5th 480, the California Supreme Court
8 unequivocally held “that when class action litigation establishes a monetary fund for the benefit of the
9 class members, and the trial court in its equitable powers awards class counsel a fee out of that fund,
10 the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the
11 fund created” without considering the amount of hours expended on the case. (*Id.* at p. 503.) The court
12 further held that “[t]he recognized advantages of the percentage method—including relative ease of
13 calculation, alignment of incentives between counsel and the class, a better approximation of market
14 conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement
15 and avoid unnecessarily prolonging the litigation [citations]—convince us the percentage method is a
16 valuable tool that should not be denied our trial courts.” (*Ibid.*)

17 Plaintiff’s counsel’s diligent litigation of this action resulted in the creation of an ascertainable
18 common fund that will substantially benefit the Class. Plaintiff’s counsel’s request for an award of one-
19 third of the Gross Settlement Amount is well within the range awarded to counsel under similar
20 circumstances in litigation of this type and is abundantly reasonable in light of the excellent results
21 achieved for the Class Members.

22 As of June 20, 2025, this requested amount has not been objected to by any Class Member.
23 (Melmed FAM Decl., Exh. D.) As this Settlement Agreement will result in the recovery of a substantial
24 fund benefiting all participating Class Members, this Court has inherent equitable power to order
25 Plaintiff’s counsel’s fees and costs to be paid out of the Gross Settlement Amount, pursuant to the
26 common fund theory.

**B. COURTS ROUTINELY AWARD ATTORNEYS' FEES AT OR ABOVE
THOSE REQUESTED HERE**

The negotiated and unopposed fee should also be approved because it is within the approved range of appropriate awards of attorneys' fees in similar wage-and-hour class action cases in California. (See, e.g., *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 482, 491–492 [explaining that “[t]he typical range of acceptable attorneys’ fees in the Ninth Circuit is 20% to 33 1/3% of the total settlement value”]; *Singer v. Becton Dickinson and Co.* (S.D. Cal., June 1, 2010, No. 08-CV-821-IEG (BLM)) 2010 WL 2196104, at *8 [approving attorney fee award of 33.33% of the common fund and noting that award was similar to awards in three other wage-and-hour class action cases where fees ranged from 30.3% to 50%]; *Martin v. FedEx Ground Package System, Inc.* (N.D. Cal., Dec. 31, 2008, No. C 06-6883 VRW) 2008 WL 5478576, at *8 [meal break class action where the federal district court approved attorneys’ fees of one-third of common fund]; *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal., Nov. 14, 2007, No. 1:05CV0484 DLB) 2007 WL 3492841, at *4 [approving fees at one-third of the common fund in a missed meal break class action and noting that fee awards in class actions average around one-third of the recovery]; *Stuart v. Radioshack Corp.* (N.D. Cal., Aug. 9, 2010, No. C-07-4499 EMC) 2010 WL 3155645, at *6 [noting that a fee award of one-third of the settlement was “well within the range of percentages which courts have upheld as reasonable in other class action lawsuits”]; *McCrary v. Elations Company, LLC* (C.D. Cal., Feb. 25, 2016, No. EDCV130242JGBSPX) 2016 WL 769703, at *10 [noting that most fee awards are 33%]; *Boyd v. Bank of America Corp.* (C.D. Cal., Nov. 18, 2014, No. SACV 13-0561-DOC) 2014 WL 6473804, at *12 [finally approving a one-third fee award on a \$5,800,000 settlement].)

Thus, a fee in the amount of one-third of the common fund is fair and reasonable as it falls squarely within the range of fee awards approved by courts in similar wage-and-hour matters. (See *Stuart v. Radioshack Corp.* (N.D. Cal., Aug. 9, 2010, No. C-07-4499 EMC) 2010 WL 3155645, at *6 [approving fee award of one-third of the total maximum settlement amount of \$4.5 million and noting that the fee award of one-third of the total settlement was “well within the range of percentages which courts have upheld as reasonable in other class action lawsuits”]; *Monterrubio v. Best Buy Stores, L.P.* (E.D. Cal., Nov. 20, 2013, No. 2:11-CV-03270-MCE-AC) 2013 WL 12432761, at *12 [finally

1 approving fee award of 30%]; *Singer v. Becton Dickinson and Co.* (S.D. Cal., June 1, 2010, No. 08-
2 CV-821-IEG (BLM)) 2010 WL 2196104, at *8 [approving fee award of 33.33% of the common fund];
3 *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal., Nov. 14, 2007, No. 1:05CV0484 DLB) 2007 WL
4 3492841, at *4 [awarding fees of one-third of common fund in a wage-and-hour class action, noting:
5 “[f]ee awards in class actions average around one-third of the recovery”]; *Martin v. FedEx Ground*
6 *Package System, Inc.* (N.D. Cal., Dec. 31, 2008, No. C 06-6883 VRW) 2008 WL 5478576, at *8
7 [approving attorneys’ fees of one-third of common fund].)

8 **C. THE HIGH QUALITY OF WORK AND EXCELLENT RESULT OBTAINED**
9 **SUPPORT THE AWARD**

10 In addition to the fact that a class benefit was created with a significant common fund, the
11 fairness of the requested fee award of one-third of that common fund is supported by the high quality
12 of work performed by Plaintiff’s counsel and the favorable result obtained for the Class Members given
13 the significant challenges faced by Plaintiff in this action.

14 Plaintiff’s counsel diligently, efficiently, and creatively pursued this case and promptly reached
15 a successful settlement for the benefit of the Class Members. Despite the numerous risks and obstacles
16 afflicting Plaintiff’s claims as detailed in the Motion for Preliminary Approval and its accompanying
17 papers, Plaintiff’s counsel crafted and negotiated a fair and reasonable Settlement Agreement for the
18 benefit of the Class Members. The fact that the settlement has been embraced and supported by the
19 Class Members, as evidenced by the complete lack of any objections and opt-outs to date, demonstrates
20 that the Class Members support the Settlement Agreement and results achieved by Plaintiff’s counsel
21 through the litigation of this matter. (Melmed Decl., Exh. D.)

22 As a result of this litigation, the Class Members, Aggrieved Employees, and the LWDA stand
23 to receive a significant Net Settlement Amount of **\$91,716.67**.

24 **D. THE CONTINGENT NATURE OF PLAINTIFF’S COUNSEL’S**
25 **REPRESENTATION OF PLAINTIFF AND THE CLASS FURTHER**
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1 **SUPPORTS THE FEE AWARD AT ONE-THIRD OF THE MAXIMUM**
2 **COMMON FUND**

3 An additional factor militating in favor of granting the requested fee award is the fact that this
4 case was both legally and financially risky for Plaintiff's counsel, who accepted this representation on
5 a contingency basis. (See *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1048–1049
6 [noting that “[r]isk is a relevant circumstance” when considering attorneys’ fees].) Specifically, there
7 was the prospect of enormous cost inherent in class action litigation, and the many additional risks,
8 discussed at length in Plaintiff's Motion for Preliminary Approval and its accompanying papers. Those
9 risks included difficulties in establishing Defendant's actual or constructive knowledge of unpaid
10 wages; the risk of the Court not certifying the class based on numerosity, commonality, and
11 individualized inquiry grounds; the risk of Defendant prevailing on the merits; difficulties in
12 establishing Defendant's bad faith in maintaining payroll records and in making alleged wage statement
13 errors; the difficulty in proving that Defendant's alleged wage statement errors caused injury to
14 Plaintiff; and the risk of the Court reducing PAGA penalties. In light of these risks, the chances of
15 recovery were far from certain.

16 This risk further justifies the requested fee award. As explained by the California Supreme
17 Court, “[a] lawyer who both bears the risk of not being paid and provides legal services is not receiving
18 the fair market value of his work if he is paid only for the second of these functions. If he is paid no
19 more, competent counsel will be reluctant to accept fee award cases.” (*Ketchum v. Moses* (2001) 24
20 Cal.4th 1122, 1133, quotation marks omitted; see also *Crommie v. State of Cal., Public Utilities Com’n*
21 (N.D. Cal. 1994) 840 F.Supp. 719, 725 [“The purpose of contingent risk inquiry is to determine a fee
22 that is likely to entice competent counsel to undertake difficult public interest cases.”].)

23 Finally, the absence of any valid objections to the requested fee award as of the Settlement
24 Administrator's latest report, coupled with the 100% Class Member participation rate, also supports
25 the appropriateness and reasonableness of the requested attorneys’ fees. (Admin. Decl., ¶ 12; *In re*
26 *Heritage Bond Litigation* (C.D. Cal., June 10, 2005,) No. 02-ML-1475 DT) 2005 WL 1594403, at *21
27 [“The absence of objections or disapproval by class members to Class Counsel's fee request further
28 supports finding the fee request reasonable.”].)

1 **E. PUBLIC POLICY CONSIDERATIONS REQUIRE THE AWARD OF**
2 **ADEQUATE FEES SO COMPETENT AND EXPERIENCED COUNSEL WILL**
3 **UNDERTAKE SUCH REPRESENTATIONS**

4 In many complex actions such as this one, able counsel for plaintiffs can be retained only on a
5 contingent basis. A large segment of the public would be denied a remedy and the ability to retain
6 counsel to pursue low-value individual claims in actions such as the current case if fees awarded by the
7 courts in successful cases did not fairly and adequately compensate counsel for the services provided,
8 the serious risks undertaken, and the delay before any compensation is received.

9 Fair fee awards in successful cases ensure that competent legal services will be available. The
10 complexity and societal importance of this type of litigation calls for the most able counsel obtainable
11 for plaintiffs. To encourage first-rate attorneys to represent plaintiffs on a contingent basis in this type
12 of important litigation, attorneys' fees awarded should reflect this goal. In its landmark decision,
13 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, a unanimous California Supreme Court noted:

14 “Thirty years ago commentators, in urging the utility of the class suit to vindicate the
15 rights of stockholders, made this incisive observation: ‘Modern society seems
16 increasingly to expose men to . . . group injuries for which individually they are in a
17 poor position to seek legal redress, either because they do not know enough or because
18 such redress is disproportionately expensive. If each is left to assert his rights alone if
19 and when he can, there will at best be a random and fragmentary enforcement, if there
20 is any at all. This result is not only unfortunate in the particular case, but it will operate
21 seriously to impair the deterrent effect of the sanctions which underlie much
22 contemporary law. The problem of fashioning an effective and inclusive group remedy
23 is thus a major one.’ [Citation.]” (*Vasquez v. Superior Court, supra*, 4 Cal.3d 800, 807.)
24

25 The same rationale applies to this litigation. The express judicial policy of California is to favor
26 the maintenance of these types of representative actions. (See, e.g., *Sav-On Drug Stores, Inc. v.*
27 *Superior Court* (2004) 34 Cal.4th 319, 340; *Pearce v. Superior Court* (1983) 149 Cal.App.3d 1058,
28

1 1065; *Kraus v. Trinity Management Services, Inc.* (2000) 23 Cal.4th 116, 126.) As recognized by the
2 California Supreme Court in *Sav-On Drug Stores, Inc.*:

3 “Considerations of sound public policy buttress our conclusion. Labor Code section
4 1194 confirms ‘a clear public policy . . . that is specifically directed at the enforcement
5 of California’s minimum wage and overtime laws for the benefit of workers.’ [Citation.]
6 As defendant’s own authority reminds us, California’s overtime laws are remedial and
7 are to be construed so as to promote employee protection. [Citation.] And, as we have
8 recognized, ‘this state has a public policy which encourages the use of the class action
9 device.’ [Citation.] “‘By establishing a technique whereby the claims of many
10 individuals can be resolved at the same time, the class suit both eliminates the possibility
11 of repetitious litigation and provides small claimants with a method of obtaining redress
12 for claims which would otherwise be too small to warrant individual litigation.’”
13 [Citation.]” (*Sav-On Drug Stores, Inc. v. Superior Court, supra*, 34 Cal.4th 319, 340.)
14

15 One of the purposes for awarding fees in such situations is:

16 “[E]ncouragement of the attorney for the successful litigant, who will be more willing
17 to undertake and diligently prosecute proper litigation for the protection or recovery of
18 the fund if he is assured that he will be promptly and directly compensated should his
19 efforts be successful.” (*In re Stauffer’s Estate* (1959) 53 Cal.2d 124, 132.)
20

21 Conversely, a reduction in attorneys’ fees due to the size of the settlement in this case would
22 create perverse incentives for class action attorneys—effectively penalizing them for obtaining more
23 favorable results on behalf of the class. Public policy would be best served by encouraging class action
24 attorneys to recover the greatest amount reasonably possible on behalf of the injured class members.
25 The award of attorneys’ fees as requested by Plaintiff’s counsel would properly reward Plaintiff’s
26 counsel’s efforts in advancing a clear public policy and would encourage additional such efforts.

27 These important public policy considerations support the Court’s approval of the fee requested.
28

1 **F. THE LODESTAR MULTIPLIER APPROACH CONFIRMS THE**
2 **REASONABLENESS OF THE FEE REQUEST**

3 A lodestar cross-check further confirms that the percentage requested is patently reasonable.
4 The “lodestar-multiplier” is an alternative accepted approach of evaluating the reasonableness of
5 attorneys’ fees whereby the court computes the “lodestar” amount by multiplying the number of hours
6 reasonably expended by each attorney or legal staff member by their hourly rates, and then enhances
7 this lodestar figure by a “multiplier” to account for a range of factors, such as the novelty or difficulty
8 of the case, its contingent nature, and the degree of success achieved. (See *PLCM Group v. Drexler*
9 (2000) 22 Cal.4th 1084, 1095–1096; *Press v. Lucky Stores, Inc.* (1983) 34 Cal.3d 311, 322; *Serrano v.*
10 *Priest, supra*, 20 Cal.3d 25, 48–49.) As noted, using the loadstar approach, the court first computes the
11 reasonable market value of the service rendered. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138, fn.
12 3.) The first step is to calculate the lodestar, which is determined by multiplying the time spent by the
13 attorneys and other timekeepers by their reasonable hourly rates. (*Id.* at p. 1132.)

14 When a court adopts the “lodestar multiplier” method, after initially calculating the combined
15 total lodestar, the court may then adjust the lodestar based on several factors in order to “fix a fee at
16 the fair market value for the particular action.” (*Id.* at p. 1132; *Graham v. DaimlerChrysler Corp.*
17 (2004) 34 Cal.4th 553, 574.) As noted, these additional factors include the contingent risk of the
18 litigation, the novelty and complexity of the issues, and exceptional results obtained. (*Ketchum v.*
19 *Moses, supra*, 24 Cal.4th at p. 1132; *Serrano v. Priest, supra*, 20 Cal.3d at p. 48.)

20 A lodestar calculation need not be supported by detailed time records. (*Wershba v. Apple*
21 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 255 [“California case law permits fee awards in the absence
22 of detailed time sheets”], disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc.*
23 (2018) 4 Cal.5th 260.) Declarations by counsel as to time spent, even if only estimates, are enough.
24 (See *Wershba v. Apple Computer, Inc., supra*, 91 Cal.App.4th at pp. 254–255 [“Here plaintiff’s
25 attorneys submitted declarations evidencing the reasonable hourly rate for their services and
26 establishing the number of hours spent working on the case”]; see also *Dunk v. Ford Motor Co.* (1996)
27 48 Cal.App.4th 1794, 1810 [stating that lodestar calculation could be based on counsel’s estimate of
28 time spent]; *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 698 [“It is well established

1 that ‘California courts do not require detailed time records, and trial courts have discretion to award
2 fees based on declarations of counsel describing the work they have done and the court’s own view of
3 the number of hours reasonably spent. [Citations]’”).)

4 As set forth above, Plaintiff’s counsel are not requesting attorneys’ fees under the lodestar
5 multiplier approach. Nevertheless, Plaintiff’s counsel in their declaration have provided a summary of
6 the hours they expended throughout the course of the litigation, including drafting and filing of the
7 various complaints, defending the pleadings, engaging in discovery, preparing damages analyses,
8 reviewing the formal and informal discovery, preparing and negotiating the settlement agreement,
9 preparing the class notice, preparing papers for and moving for preliminary approval (including
10 supplemental briefing), preparing papers and moving for final approval, amongst other things.

11 To date, Plaintiff’s counsel’s lodestar is **\$59,145.10** after expending **66.4 hours** on this matter.
12 (Melmed FAM Decl., ¶ 49.) Thus, the fees sought here reflect a lodestar multiplier of 1.07 (i.e.,
13 $\$63,333.33 \div \$59,145.10$). Moreover, it is anticipated that Plaintiff’s counsel will expend time which
14 cannot yet be accounted for in the hours in Plaintiff’s counsel’s declaration. (Melmed FAM Decl., ¶
15 53.) Therefore, the unadjusted lodestar will increase and the multiplier will decrease by the conclusion
16 of this matter.

17 Historically, courts in California have commonly approved multipliers between two and four.
18 (See, e.g., *Steiner v. American Broadcasting Co., Inc.* (9th Cir. 2007) 248 Fed.Appx. 780, 783
19 [multiplier of 6.85 “falls well within the range of multipliers that courts have allowed”]; *Sternwest*
20 *Corp. v. Ash* (1986) 183 Cal.App.3d 74, 76 [directing the trial court “to enhance the lodestar award by
21 such factor (two, three, four or otherwise) that the court, in its discretion shall deem proper”]; *Van*
22 *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 298 [“Multipliers in the 3–4 range
23 are common in lodestar awards for lengthy and complex class action litigation.”]; *Vizcaino v. Microsoft*
24 *Corp.* (9th Cir. 2002) 290 F.3d 1043, 1052 [appendix listing numerous cases with multipliers exceeding
25 the multiplier at issue here, and even up to a multiplier of 19.6]; *Wershba v. Apple Computer, Inc.*
26 (2001) 91 Cal.App.4th 224, 255 [“Multipliers can range from 2 to 4 or even higher.”].) The fact that
27 Plaintiff’s counsel’s lodestar multiplier falls within those approved by Courts further confirms the
28 reasonableness of the fee request.

1 **VII. PLAINTIFF’S COUNSEL SHOULD BE REIMBURSED FOR THEIR EXPENSES**

2 Under the common fund method, the attorneys representing the class members are permitted to
3 recover their litigation costs and expenses from the common fund. (See *Serrano v. Priest* (1977) 20
4 Cal.3d 25, 35 [common fund doctrine permits recovery of fees and costs from the fund]; *Rider v.*
5 *County of San Diego* (1992) 11 Cal.App.4th 1410, 1424, fn. 6 [costs are recoverable from the common
6 fund “[o]f necessity, and for precisely the same reasons discussed above with respect to the recovery
7 of attorney fees by . . . [Plaintiffs’] attorneys”]; *Melendres v. City of Los Angeles* (1975) 45 Cal.App.3d
8 267, 277.) In fact, this is true for whatever method is chosen by the Court to calculate attorneys’ fees:
9 Plaintiff’s counsel is entitled to recover “those out-of-pocket expenses that would normally be charged
10 to a fee-paying client.” (*Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19, internal quotation and
11 citation omitted.)

12 Plaintiff’s counsel incurred expenses that exceeded the court-approved threshold of \$17,000.
13 (Melmed FAM Decl., ¶ 17, Exh. C.) They now request less than what was spent in pursuing this case.
14 Accordingly, Plaintiff’s counsel further request that, in addition to awarding them reasonable attorneys’
15 fees, the Court grant their application for reimbursement of the reasonable out-of-pocket expenses
16 advanced, incurred and expected to be incurred by the law firm representing Plaintiff in connection
17 with the prosecution of this litigation, in the amount of \$17,000. (Melmed FAM Decl., ¶ 17, Exh. C.)
18 Plaintiff’s counsel has documented and verified these costs and expenses for which counsel seeks
19 reimbursement. (Melmed FAM Decl., ¶ 17, Exh. C.)

20 **VIII. SETTLEMENT ADMINISTRATION COSTS**

21 The parties agreed that the Settlement Administrator, ILYM Group, Inc. would be compensated
22 for services performed. The Administrator Expenses Payment is not to exceed \$8,000.00 except for a
23 showing of good cause and as approved by the Court. (Settlement Agreement, at p. 7.) The Settlement
24 Administrator has provided a not-to-exceed quote of \$7,950.00.

25 **IX. SUBMISSION TO THE LWDA**

26 The Settlement Agreement has been submitted to the LWDA pursuant to Labor Code section
27 2699, subdivision (s)(2). (Melmed FAM Decl., ¶ 56.)
28

1 **X. CONCLUSION**

2 Plaintiff respectfully submits that the Settlement Agreement is fair, adequate, and reasonable,
3 and merits final approval.

4 Dated: June 27, 2025

MELMED LAW GROUP P.C.

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7 **KYLE D. SMITH**

8 Attorneys for Plaintiff, the Preliminarily-Certified
9 Class, and the Aggrieved Employees
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