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

JUAN MANUEL MUNOZ, individually, and on
behalf of other similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

MGA ENTERTAINMENT, INC., a California
corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 23STCV06386

Honorable David S. Cunningham
Department 11

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: December 8, 2025
Time: 9:00 a.m.
Dept: 11

Complaint Filed: March 22, 2023
FAC Filed: October 4, 2024
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on **December 8, 2025 at 9:00 a.m.** in Department
3 11 of the above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012,
4 pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of
5 Court, and (former) California Labor Code section 2699(1), Juan Manuel Munoz (“Plaintiff”) will and
6 hereby does move the Court for an Order granting final approval of the proposed class action and
7 Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*
8 (“PAGA”) settlement between Plaintiff and Defendant MGA Entertainment, Inc. (“Defendant”).

9 Plaintiff requests that the Court enter an Order:

- 10 1. Granting final approval of the class action and PAGA settlement;
- 11 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
12 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement (“Settlement
13 Agreement” or “Settlement”), including payment by Defendant of the Gross Settlement Amount of
14 Six Hundred Twenty Five Thousand Dollars and Zero Cents (\$625,000.00) equal to the amounts to
15 pay (1) the Settlement Class Members and PAGA Employees pursuant to the terms of the Settlement;
16 (2) the Court-approved Attorneys’ Fees and Costs; (3) the Court-approved Enhancement Payment; (4)
17 the Court-approved Settlement Administration Costs; and (5) the Court-approved payment to the
18 California Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA;
- 19 3. Approving Class Counsel’s request for one-third (1/3) of the Gross Settlement Amount,
20 i.e., Two Hundred Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
21 (\$208,333.33) in attorneys’ fees, plus reimbursement of actual costs and expenses in the amount of
22 Twenty-One Thousand Four Hundred Seventy-Seven Dollars and Fifty-Six Cents (\$21,477.56);
- 23 4. Approving the Enhancement Payment to Plaintiff in the amount of Seven Thousand
24 Five Hundred Dollars and Zero Cents (\$7,500.00) in recognition of his services to the Class Members;
- 25 5. Approving the Settlement Administration Costs to ILYM Group, Inc. in the amount of
26 Seven Thousand Dollars and Zero Cents (\$7,000.00); and

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8. Approving Eighteen Thousand Dollars and Zero Cents (\$18,000.00) to be paid to the LWDA as seventy-five percent (75%) of the Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) allocated to civil penalties under PAGA.

This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court, which require approval by the Court of a class action settlement and permit the Court to extend the page limit for memoranda.

This Motion is based on the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel (Alexandra Rose), the Class Representative (Juan Munoz), and the Settlement Administrator (Nick Castro on behalf of ILYM Group, Inc.), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: November 12, 2025

BLACKSTONE LAW, APC

By: Alexandra Rose
Attorneys for Plaintiff Juan Munoz
and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Juan Manuel Munoz (“Plaintiff” or “Class Representative”) seeks final approval of
4 the class action settlement reached with Defendant MGA Entertainment, Inc. (“Defendant”). Subject
5 to Court approval, Plaintiff and Defendant (together, the “Parties”) have settled the Released Class
6 Claims and Released PAGA Claims as defined in the Joint Stipulation of Class Action and PAGA
7 Settlement (“Settlement Agreement” or “Settlement”) for a total amount of Six Hundred Twenty-Five
8 Thousand Dollars and Zero Cents (\$625,000.00) (“Gross Settlement Amount”). (*See* Declaration of
9 Alexandra Rose in Support of Plaintiff’s Motion for Final Approval of Class Action and PAGA
10 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
11 [“Rose Decl.”], ¶¶ 8 and 12, Exh. 1).

12 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
13 current and former non-exempt employees who worked for Defendant in the State of California at any
14 time during the Class Period” (“Class” or “Class Members”). (Settlement Agreement, ¶ 6.b.; Rose
15 Decl., ¶ 10). The “Class Period” is defined as the period from March 22, 2019 through October 1,
16 2024. (Settlement Agreement, ¶ 6.f.; Rose Decl., ¶ 10). The “Settlement Class Members” consist of
17 all Class Members who did not submit a timely and valid Request for Exclusion. (Settlement
18 Agreement, ¶ 6.oo; Rose Decl., ¶ 10). The “PAGA Employees” consist of “all current and former
19 non-exempt employees who worked for Defendant in the State of California at any time during the
20 PAGA Period.” (Settlement Agreement, ¶ 6.z; Rose Decl., ¶ 10). The “PAGA Period” is defined as
21 the period from March 22, 2022 through October 1, 2024. (Settlement Agreement, ¶ 6.bb; Rose Decl.,
22 ¶ 10).

23 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
24 approval under California law because it is fair, adequate, and reasonable. (Rose Decl., Exh. 1; *See*
25 *also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor*
26 *Company* (1996) 48 Cal.App.4th 1794, 1801). The response of the Class to the Settlement confirms
27 that final settlement approval is appropriate. *There have been no objections to and no requests to opt-*
28 *out from the Class Settlement.* (Declaration of Nick Castro of ILYM Group, Inc., Regarding Notice

1 and Settlement Administration [“Castro Decl.”], ¶¶ 9 and 10).

2 Because the Settlement achieves outstanding results for the Settlement Class Members, the
3 PAGA Employees, and the State of California, Plaintiff respectfully requests, on behalf of the Class
4 and without opposition from Defendant, that the Court approve the Settlement as fair, adequate, and
5 reasonable, and enter judgment in accordance with the Settlement’s terms.

6 Plaintiff seeks the Court’s approval of an attorneys’ fee award of one-third (1/3) of the Gross
7 Settlement Amount, equaling Two Hundred Eight Thousand Three Hundred Thirty-Three Dollars and
8 Thirty-Three Cents (\$208,333.33), plus reimbursement of actual litigation costs and expenses in the
9 amount of Twenty-One Thousand Four Hundred Seventy-Seven Dollars and Fifty-Six Cents
10 (\$21,477.56) (together, “Attorneys’ Fees and Costs”). Class Counsel’s request for an award of
11 attorneys’ fees and costs is reasonable and appropriate in light of the outstanding work performed by
12 Class Counsel in the matter, the contingent nature of this action, and the results achieved under the
13 Settlement. (*See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

14 Plaintiff also requests the Court’s approval of the amount to be paid to Plaintiff in the amount
15 of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement Payment”) for
16 his services on behalf of the Class. This amount proposed to be awarded to Plaintiff is fair and
17 reasonable for the reasons Plaintiff provided in his declaration. (*See Declaration of Plaintiff Juan*
18 *Munoz in Support of Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’*
19 *Fees and Costs, Enhancement Payment, and Settlement Administration Costs [“Munoz Decl.”] filed*
20 *concurrently herewith*). Courts approve incentive awards to plaintiffs when justified and appropriate
21 to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic*
22 *Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

23 Finally, Plaintiff requests that the Court approve the payment of Seven Thousand Dollars and
24 Zero Cents (\$7,000.00) (“Settlement Administration Costs”) to ILYM Group, Inc. (“ILYM” or
25 “Settlement Administrator”) as compensation for its administration services it has and will provide in
26 connection with the Settlement. (*See, generally, Castro Decl.*).

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1 In order to efficiently present the Court with adequate information to determine whether to
2 grant final approval of the Settlement and award the Attorneys' Fees and Costs, Enhancement
3 Payment, and Settlement Administration Costs, Plaintiff also moves for an order permitting the filing
4 of this single consolidated memorandum, although it exceeds the page limit established by California
5 Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

6 II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

7 Defendant is a private toy company. Plaintiff was employed by Defendant as an hourly-paid,
8 non-exempt employee from approximately August 2022 to approximately April 2022. (Munoz Decl.,
9 ¶ 2).

10 On March 22, 2023, Plaintiff provided written notice to the California Labor and Workforce
11 Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified Mail,
12 pursuant to California Labor Code Section 2699.3,¹ of the specified provisions of the California Labor
13 Code alleged to have been violated by Defendant ("PAGA Letter"). (Rose Decl., ¶ 2).

14 On March 22, 2023, Plaintiff filed a Class Action Complaint for Damages in the action entitled
15 *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court Case No.
16 23STCV06386 ("Action"), thereby commencing a putative class action against Defendant. (*Id.*, ¶ 3).
17 Defendant answered the complaint and denied all claims and allegations. (*Ibid.*).

18 On June 1, 2023, Plaintiff filed a Complaint for Enforcement Action Under the Private
19 Attorneys General Act, California Labor Code §§ 2698 Et Seq. in the action entitled *Juan Manuel*
20 *Munoz v. MGA Entertainment, Inc.*, San Bernardino County Superior Court Case No. CIVSB2312322
21 ("PAGA Action"). (*Id.*, ¶ 4). Defendant answered the complaint and denied all claims and allegations.
22 (*Ibid.*).

23 On July 30, 2024, the Parties participated in a formal mediation conducted by Gig Kyriacou,
24 Esq. ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and
25 hour matters, and with the assistance of the Mediator's evaluations, the Parties were able to reach an
26 agreement to resolve this dispute on a class and representative basis. (*Id.*, ¶ 5). The Parties then
27

28 ¹ Because the operative complaint is based upon a PAGA notice filed prior to June 19, 2024, the 2024 amendments to California Labor Code Section 2698 *et seq.* do not apply to this case. (California Labor Code Section 2699 Subds. (v)(1) and (v)(2). As such, all references to the California Labor Code hereafter are to the code as it was prior to the amendment.

1 worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (Ibid).
2 In entering into the settlement, Defendant does not admit, and specifically denies, it violated any
3 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
4 or any other applicable laws, regulations, or legal requirements; or engaged in any other unlawful
5 conduct with respect to its employees. (Ibid).

6 On October 4, 2024, Plaintiff filed a First Amended Class and Representative Action
7 Complaint (“Operative Complaint”) in the Action, which, *inter alia*, added the claims alleged in the
8 PAGA Action. (*Id.*, ¶ 6). The Operative Complaint alleges nine (9) causes of action for violations of
9 the California Labor Code for failure to pay overtime wages, failure to pay minimum wages, failure
10 to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
11 rest periods and premiums payments in lieu thereof, failure to provide accurate wage statements,
12 failure to timely pay wages upon termination, and failure to reimburse necessary business expenses,
13 for violations of California Business & Professions Code Section 17200, *et seq.* based on the
14 aforementioned California Labor Code violations, and for civil penalties under Labor Code Private
15 Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) based on the
16 aforementioned California Labor Code violations. (Ibid).

17 On October 16, 2024, the PAGA Action was dismissed without prejudice. (*Id.*, ¶ 7).

18 On January 6, 2025, the Parties executed the Settlement Agreement. (*Id.*, ¶ 8 and Exh. 1).

19 On February 4, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and
20 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 9). On
21 June 11, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA
22 Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the Settlement
23 Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed administration
24 procedures and associated deadlines. (*Ibid*, and Exh. 2).

25 The Parties agree that the Class described herein may be certified for settlement purposes only.
26 If for any reason the Settlement is not approved, the certification will have no force or effect and will
27 immediately be revoked. The Parties further agree that certification for purposes of approving the
28 Settlement Agreement is in no way an admission that class certification is proper under the more

1 stringent standard applied for litigation and that evidence of this limited stipulation for settlement
2 purposes only will not be admissible for any purpose in this or any other proceeding.

3 **III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION**

4 The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
5 Complaint for a non-reversionary Gross Settlement Amount of Six Hundred Twenty-Five Thousand
6 Dollars and Zero Cents (\$625,000.00), which is exclusive of employer-side payroll taxes. (Settlement
7 Agreement, ¶ 6.q; Rose Decl., ¶ 12). The Gross Settlement Amount includes: (1) Class Counsel’s fees
8 in the amount of one-third (1/3) of the Gross Settlement Amount, equaling Two Hundred Eight
9 Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$208,333.33); (2) Class
10 Counsel’s actual litigation costs and expenses, in the amount of Twenty-One Thousand Four Hundred
11 Seventy-Seven Dollars and Fifty-Six Cents (\$21,477.56); (3) Settlement Administration Costs in the
12 amount Seven Thousand Dollars and Zero Cents (\$7,000.00); (4) Enhancement Payment in the amount
13 of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); and (5) PAGA Amount in the
14 amount of Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00). (Settlement Agreement, ¶¶
15 6.q, 9, 10, 11, and 12; Rose Decl., ¶ 12). After the above Court-approved amounts are deducted from
16 the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount
17 of approximately Three Hundred Fifty-Six Thousand Six Hundred Eighty-Nine Dollars and Eleven
18 Cents (\$356,689.11). (Settlement Agreement, ¶ 6.w.; Rose Decl., ¶ 12).

19 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
20 to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor
21 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share
22 of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”). (Settlement
23 Agreement, ¶ 6.r and 6.t; Rose Decl., ¶ 13). Individual Settlement Shares are calculated by the
24 Settlement Administrator by dividing the Net Settlement Amount by the total number of weeks each
25 Settlement Class Member worked for Defendant as a non-exempt employee in California during the
26 Class Period (“Workweeks”) and multiplying the result by each Settlement Class Member’s
27 Workweeks worked during the Class Period. (Settlement Agreement, ¶¶ 6.pp and 14; Rose Decl., ¶
28 13). Individual PAGA Payments are calculated by the Settlement Administrator by dividing the

1 amount of the PAGA Employees' 25% share of the PAGA Amount (\$6,000.00) by the total number
2 of pay periods each PAGA Employee worked for Defendant as a non-exempt employee in California
3 during the PAGA Period ("Pay Periods") and multiplying the result by each PAGA Employee's Pay
4 Periods worked during the PAGA Period. (Settlement Agreement, ¶¶ 6.dd and 15; Rose Decl., ¶ 13)

5 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
6 percent (80%) penalties, interest, and non-wage damages. (Settlement Agreement, ¶ 16; Rose Decl.,
7 ¶ 15). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated
8 to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by
9 the Settlement Administrator. (Settlement Agreement, ¶ 16; Rose Decl., ¶ 15). The Settlement
10 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
11 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
12 net payment of their Individual Settlement Share ("Individual Settlement Payment"). (Settlement
13 Agreement, ¶¶ 6.s and 16; Rose Decl., ¶ 15). The employer's share of taxes and contributions in
14 connection with the wages portion of Individual Settlement Shares will be paid by Defendant
15 separately and in addition to the Gross Settlement Amount. (Settlement Agreement, ¶ 16; Rose Decl.,
16 ¶ 15). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and
17 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement
18 Agreement, ¶ 16; Rose Decl., ¶ 15).

19 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
20 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
21 thereafter, shall be canceled. (Settlement Agreement, ¶ 34; Rose Decl., ¶ 16). Any funds associated
22 with such canceled checks will be distributed by the Settlement Administrator to the State of
23 California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA
24 Employee. (Settlement Agreement, ¶ 34; Rose Decl., ¶ 16).

25 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all
26 Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
27 compromised, relinquished, and discharged the Released Parties of all claims that were alleged, or
28 reasonably could have been alleged, based on the factual allegations in the Operative Complaint,

1 arising during the Class Period, including claims for Defendant’s alleged failure to pay overtime
2 wages, including alleged failure to pay overtime at the correct rates of pay, and minimum wages,
3 provide compliant meal and rest periods and associated premium payments, provide accurate wage
4 statements, timely pay wages upon termination, and reimburse necessary business-related expenses in
5 violation of California Labor Code Sections 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1197,
6 1197.1, 1198, 2800, and 2802, and California Business and Professions Code sections 17200, *et seq.*,
7 and expressly excluding all other claims, including claims for vested benefits, wrongful termination,
8 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
9 security, workers’ compensation, and claims based on facts occurring outside of the Class Period
10 (collectively, “Released Class Claims”). (Settlement Agreement, ¶¶ 6.hh and 35).

11 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State
12 of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have
13 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
14 Parties of all claims for civil penalties under the Private Attorneys General Act of 2004, California
15 Labor Code Sections 2698 *et seq.*, that were alleged, or reasonably could have been alleged, based on
16 the factual allegations in the Operative Complaint and PAGA Letter, arising during the PAGA Period,
17 including claims for Defendant’s alleged failure to pay overtime wages, including alleged failure to
18 pay overtime at the correct rates of pay, and minimum wages, provide compliant meal and rest periods
19 and associated premium payments, provide accurate wage statements, timely pay wages during
20 employment and upon termination, provide complete and accurate payroll records, and reimburse
21 necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203,
22 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 (collectively,
23 “Released PAGA Claims”). (*Id.*, ¶¶ 6.ii and 36).

24 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
25 individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled,
26 compromised, relinquished, and discharged the Released Parties of all claims, transactions, or
27 occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that
28 were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint

1 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained
2 in the Operative Complaint and PAGA Letter (collectively, “Plaintiff’s Released Claims”). (*Id.*, ¶¶
3 6.ee and 37). Plaintiff’s Released Claims does not extend to any claims or actions to enforce the
4 Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability
5 benefits, social security benefits, or workers’ compensation benefits that arose at any time, or based
6 on occurrences outside the Class Period. (*Id.*, ¶ 6.ii). Plaintiff acknowledges that Plaintiff may
7 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
8 believes to be true but agrees, nonetheless, that Plaintiff’s Released Claims shall be and remain
9 effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of
10 them. (*Ibid.*). For purposes of Plaintiff’s Released Claims, Plaintiff expressly waives and relinquishes
11 the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:
12 A general release does not extend to claims that the creditor or releasing party does not know or suspect
13 to exist in his or her favor at the time of executing the release and that, if known by him or her, would
14 have materially affected his or her settlement with the debtor or released party. (*Ibid.*).

15 The “Released Parties” are Defendant and any of its past, present, and future direct or indirect
16 parents, subsidiaries, predecessors, successors, assigns, affiliates, and joint venturers, as well as its
17 past, present, and future owners, officers, directors, employees, associates, partners, shareholders,
18 members, agents, attorneys, insurers, reinsurers, and any individual or entity that could be jointly liable
19 with Defendant. (*Id.*, ¶ 6.jj).

20 IV. THE SETTLEMENT ADMINISTRATION PROCESS

21 ILYM has taken all necessary steps to effectuate the notice and settlement administration
22 process, as set forth in the Preliminary Approval Order.

23 On June 11, 2025, ILYM received the Court approved text for the Class Notice from Class
24 Counsel. (Castro Decl., ¶ 4).

25 On June 25, 2025, ILYM received the Class List file from Defendant’s counsel. (*Id.*, ¶ 5). The
26 Class List file was uploaded to ILYM’s database and checked for duplicates and other possible
27 discrepancies. (*Ibid.*). The Class List contained 196 individuals identified as Class Members who
28 worked 27,720 Workweeks during the Class Period and 141 PAGA Employees who worked 7,247

1 Pay Periods during the PAGA Period. (*Id.*, ¶¶ 5 and 13).

2 As part of the preparation for mailing, all 196 names and addresses contained in the Class List
3 were then processed against the National Change of Address (“NCOA”) database, maintained by the
4 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses
5 of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 6). The NCOA contains requested
6 change of addresses filed with the USPS. (*Ibid.*). To the extent that an updated address was found in
7 the NCOA database, the updated address was used for the mailing of the Class Notice. (*Ibid.*). To the
8 extent that no updated address was found in the NCOA database, the original address provided by
9 Defendant’s counsel was used for the mailing of the Class Notice. (*Ibid.*).

10 On July 2, 2025, the Class Notice was mailed, via U.S. First Class Mail, to all 196 individuals
11 contained in the Class List. (*Id.*, ¶ 7). 6 Class Notices were returned to ILYM as undeliverable. (*Id.*,
12 ¶ 8). ILYM performed a computerized skip trace on the 6 returned Class Notices that did not have a
13 forwarding address in an effort to obtain an updated address for the purpose of re-mailing the Class
14 Notice. (*Ibid.*). As a result of this skip trace, 6 updated addresses were obtained and the Class Notice
15 was promptly re-mailed to those Class Members, via U.S First Class Mail. (*Ibid.*). 0 Class Notices
16 have been deemed undeliverable. (*Ibid.*).

17 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
18 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Dispute (“Response
19 Deadline”). (Settlement Agreement, ¶ 6.11). The Response Deadline was August 16, 2025. (Castro
20 Decl., ¶¶ 9-11). The Settlement Administrator did not receive any Requests for Exclusion, Notice of
21 Objections, and/or Disputes. (*Ibid.*).

22 The estimated average gross Individual Settlement Share is \$1,801.87, the estimated highest
23 gross Individual Settlement Share is \$3,694.75, and the estimated lowest gross Individual Settlement
24 Share is \$25.48; the estimated average Individual PAGA Payment is \$42.55, the estimated highest
25 Individual PAGA Payment is \$55.47, and the estimated lowest Individual PAGA Payment is \$0.83.²
26 (*Id.*, ¶¶ 12 and 13).

27
28 ² The actual average, highest, and lowest Individual Settlement Shares will be larger than the amounts stated in the Castro Decl. because the Net Settlement Amount is larger due to Class Counsel’s request for reimbursement of litigation costs and expenses in an amount that is less than \$25,000 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$3,522.44 will be part of the Net Settlement Amount).

1 **V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA**

2 On January 21, 2025, Class Counsel submitted a copy of the Settlement Agreement to the
3 LWDA through its online submission portal in compliance with (former) California Labor Code §
4 2699(l)(2). (Rose Decl., ¶ 17). The LWDA has not objected or otherwise responded to the
5 submissions. (Ibid).

6 **VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL**

7 **A. The Legal Standard for Final Approval**

8 Before granting final approval of a class action settlement, the Court must review the
9 settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the
11 strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation,
12 the amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
13 the experience and views of counsel, and the reaction of the class members to the proposed settlement.
14 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801
15 ["The list of factors is not exhaustive and should be tailored to each case"]; *Officers for Justice v. Civil*
16 *Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, a presumption of fairness
17 exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and
18 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
19 in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245;
20 *Dunk*, 48 Cal.App.4th at 1802). "The settlement or fairness hearing is not to be turned into a trial or
21 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
22 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty
23 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
24 settlements." (*Officers for Justice, supra*, 688 F.2d at 625).

25 **B. The Settlement Should be Finally Approved**

26 California courts recognize that "a presumption of fairness exists where . . . [a] settlement is
27 reached through arm's-length bargaining." (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
28 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations

1 were at all times made at arm's-length and were adversarial. (Rose Decl., ¶ 18). The Parties engaged
2 in extensive informal discovery prior to reaching a settlement at the mediation. (*Id.*, ¶ 19).

3 **C. The Settlement is Fair and Reasonable**

4 Courts typically assess the status of discovery in determining whether a class action settlement
5 agreement is fair, reasonable, and adequate. (*Dunk, supra*, 48 Cal.App.4th at 1801). Prior to
6 mediation, Defendant produced all putative class members' time and pay data for the time period
7 November 6, 2023 to June 2, 2024 (which was then extrapolated out for all class members across the
8 entire putative class period), as well as Defendant's relevant wage and hour policies, and information
9 regarding the total number of putative class members, the number of current versus former employees,
10 the total workweeks worked by the putative class members, and the average rate of pay for the putative
11 class members. (Rose Decl., ¶ 19). This allowed Class Counsel to conduct an informed assessment
12 and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (*Id.*,
13 ¶ 20). Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk*
14 *v. Ford Motor Co.*, (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008)
15 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

16 Based on the information exchanged, the Parties extensively briefed issues regarding class
17 certification and liability and provided their analyses to the Mediator who helped the Parties debate
18 the strengths and weakness of their respective positions. (Rose Decl., ¶ 21). At all times, Plaintiff
19 was willing and prepared to litigate this matter through class certification and trial if the Parties had
20 been unable to reach a favorable resolution. (*Id.*, ¶ 20). Additionally, settlement negotiations were
21 conducted by highly capable and experienced counsel. (*Id.*, ¶ 30). Class Counsel are respected
22 members of the California State Bar with strong records of vigorous and effective advocacy and are
23 experienced in handling complex wage and hour class action litigation. (*Ibid.*). Accordingly, Class
24 Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

25 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
26 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
27 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
28 must consider "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of

1 further litigation, the risk of maintaining class action status through trial, the amount offered in
2 settlement, the extent of discovery completed and the stage of the proceedings, the experience and
3 views of counsel, the presence of a governmental participant, and the reaction of the class members to
4 the proposed settlement.” (*Kullar v. Foot Locker Retail, Inc.*, (2008) 168 Cal.App.4th 116, 128).

5 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal
6 and factual grounds for defending the Action. Based upon Class Counsel’s experience litigating
7 similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class
8 certification and the merits of the Action absent a settlement.

9 Class Counsel were aware of Defendant’s defenses and arguments and have also taken into
10 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
11 inherent in such litigation, including those involved in class and/or representative adjudication. (*Rose*
12 *Decl.*, ¶ 23). Plaintiff further recognizes the burdens of proof necessary to establish liability for the
13 claims asserted in the Action, Defendant’s defenses, and the difficulties in establishing entitlement to
14 monetary recovery. (*Ibid.*). Plaintiff has also considered the Parties’ settlement discussions, as well
15 as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and
16 employment matters. (*Ibid.*).

17 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
18 with the claims alleged in the Action, and further denies that class certification is appropriate for any
19 purpose other than the Settlement. (*Id.*, ¶ 24). Defendant believes that it would ultimately prevail in
20 the Action. (*Ibid.*). Defendant proffered defenses to both certification and to the merits of Plaintiff’s
21 claims. (*Ibid.*). Defendant contended that Plaintiff’s claims are not suitable for class certification
22 including because Plaintiff entered into an arbitration agreement with a class action waiver and
23 because individual issues would predominate should this case go to trial. (*Ibid.*). As with all class
24 actions, these complex cases raise difficult management and proof issues and, accordingly, there is a
25 significant risk that the Court may deny class certification. (*Ibid.*).

26 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
27 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
28 uncertain proposition. (*Id.*, ¶ 25). In order to prove liability and damages, Class Counsel would need

1 to request and analyze thousands of pages of documents, obtain the Class Members' contact
2 information, contact them, and obtain declarations at great expense. (Ibid). Obtaining the cooperation
3 of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
4 against a current employer. (Ibid). On the other hand, Defendant would likely be able to obtain the
5 cooperation of its employees. (Ibid). Moreover, even if Plaintiff prevailed at class certification and
6 trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

7 In light of the Parties' respective legal positions and the risks of continued litigation, the Gross
8 Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable.
9 (*Id.*, ¶ 26).

10 **VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**
11 **AND SHOULD BE APPROVED**

12 Class Counsel seeks one-third (1/3) of the Gross Settlement Amount (i.e., \$208,333.33) for
13 fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling
14 Twenty-One Thousand Four Hundred Seventy-Seven Dollars and Fifty-Six Cents (\$21,477.56)
15 incurred in the prosecution of the Action. (*Id.*, ¶ 27). The requested fees and costs are fair
16 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
17 contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the
18 Class Members. (Ibid).

19 **A. Plaintiff's Fee Request of One-Third (1/3) of the Gross Settlement Amount**
20 **is Proper Under the Common Fund Doctrine**

21 Courts have long recognized the "common fund" or "common benefit" doctrine, under which
22 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
23 costs to be paid out of the fund. (*See Serrano v. Priest* ("Serrano III") (1977) 20 Cal.3d 25, 34,
24 quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees'*
25 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995)
26 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Mills v. Electric*
27 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

28 ///

1 The California Supreme Court has held that, “when a number of persons are entitled in
2 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
3 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees
4 out of the fund.” (*Serrano III*, *supra*, 20 Cal.3d at 34, quoting *D’Amico*, 11 Cal.3d 1; *see also Boeing*,
5 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than
6 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills*, *supra*,
7 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
8 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
9 explains the common fund doctrine as follows:

10 Where the lawsuit results in the recovery of a fund or property benefiting
11 others as well as plaintiff (e.g., a class action), the court has inherent
12 equitable power to order plaintiffs attorney fees paid out of the common
fund or property [citations]. Such fee spreading assures that all of those
benefited by the litigation pay their fair share of obtaining the recovery.

13 The percentage-of-the-fund approach appears to be the preferred method of awarding fees in
14 traditional common fund cases, such as this case. Where the settlement amount is a “certain or easily
15 calculable sum of money,” use of the percentage-of-the-fund method is appropriate. (*Serrano III*, 20
16 Cal. 3d at 35).

17 In *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein
18 class counsel obtained a \$19 million non-reversionary settlement on behalf of the class, the California
19 Supreme Court approved the use of the percentage of fund or common fund method to award one-
20 third of the settlement amount or \$6,333,333.33 to class counsel for attorneys’ fees. The Court stated:

21 Whatever doubts may have been created by *Serrano III*, *supra*, 20 Cal.3d 25, [], or the
22 Court of Appeal cases that followed, we clarify today that use of the percentage method
23 to calculate a fee in a common fund case, where the award serves to spread the attorney
24 fee among all the beneficiaries of the fund, does not in itself constitute an abuse of
discretion. We join the overwhelming majority of federal and state courts in holding
25 that when class action litigation established a monetary fund for the benefit of the class
26 members, and the trial court in its equitable powers awards class counsel a fee out of
that fund, the court may determine the amount of a reasonable fee by choosing an
27 appropriate percentage of the fund created. The recognized advantages of the percentage
method - including relative ease of calculation, alignment of incentives between counsel
28 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.

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

2 In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated:
3 “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive
4 benefits may require those passive beneficiaries to bear a fair share of the litigation costs.” Similarly,
5 in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme
6 Court recognized that the common benefit doctrine has been applied “consistently in California when
7 an action brought by one party creates a fund in which other persons are entitled to share.”

8 Numerous appellate courts have similarly found. (See e.g., *Knoff v. City and County of San*
9 *Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
10 attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);
11 *Rider v. County of San Diego* (1992) 1 Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly
12 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
13 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
14 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
15 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
16 in an inverse condemnation action)).

17 The Supreme Court noted that several courts have expressed frustration with the alternative
18 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
19 often indecipherable time records. (Laffitte, 1 Cal.5th at 503; see *Lealao v. Beneficial California, Inc.*
20 (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373,
21 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class
22 counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing
23 an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources.
24 (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the
25 percentage of the common fund approach to determine the award of attorney’s fees. (*Lealao*, 82
26 Cal.App.4th at 30-31; see e.g., *In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79
27 (approving attorney’s fee of 33%)).
28

1 A fee of one third (1/3) of the Gross Settlement Amount (i.e., \$208,333.33) is easily within the
2 range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to
3 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F. Supp. at
4 1378). According to Professor Newberg: “No general rule can be articulated on what is a reasonable
5 percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a reasonable fee
6 award from a common fund, in order to assure that fees do not consume a disproportionate part of the
7 recovery obtained for the class, though somewhat larger percentages are not unprecedented.”
8 (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel’s requested fee is reasonable and falls
9 well within the historical range of attorney’s fee awards under the common fund theory. Based on
10 Class Counsel’s showing of reasonableness, the Court should approve the requested fees pursuant to
11 the common fund approach.

12 **B. The Circumstances of this Case Support a One-Third (1/3) Fee Award**

13 Given the significant results achieved under the circumstances of this litigation, the requested
14 fee award is reasonable. As discussed in *Sumitomo Copper Litigation*, *supra*, 74 F. Supp. 2d at 396:

15 No one expects a lawyer whose compensation is contingent on the
16 success of his services to charge, when successful, as little as he
17 would charge a client who in advance of the litigation has agreed to
18 pay for his services, regardless of success. Nor, particularly in
19 complicated cases producing large recoveries, is it just to make a fee
20 depend solely on the reasonable amount of time expended.

21 In that vein, this Court should consider the contingent nature of this case, the uncertainty of
22 the outcome, the quality of the counsel, and the preclusion from other employment.

23 **C. The Contingent Nature of This Matter**

24 From the outset of the Action to the present, prosecution of this matter has involved significant
25 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
26 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
27 matter with no guarantee of success. The risks of this matter are apparent in that class certification
28 would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
cases such as this. Moreover, even if class certification were granted over Defendant’s opposition,
there was no assurance that Plaintiff would succeed at trial. (Rose Decl., ¶¶ 23-25). Despite such
challenges, Class Counsel was able to persuade Defendant that it faced significant liability exposure

1 such that it was willing to pay \$625,000 to settle the Class Members' claims.

2 **D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation**

3 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
4 including litigation involving the legal issues in this matter. (Rose Decl., ¶ 30). Class Counsel's skill
5 in developing a factual record and convincing Defendant of its litigation exposure under California
6 law was essential to achieving the Settlement. Through its skill and reputation, Class Counsel was
7 able to obtain a settlement that provides an outstanding result for Class Members. (*See generally* Rose
8 Decl.).

9 **E. The Results Achieved**

10 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
11 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
12 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
13 which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class
14 Members will be paid, on average, approximately \$1,801.87 each, which is intended to compensate
15 them for the alleged wage and hour violations they suffered during their employment. (Rose Decl., ¶
16 14). This is a significant benefit for the Settlement Class Members here as it represents a recovery for
17 highly disputed claims. Equally important is the fact that the State of California will receive
18 \$18,000.00 for enforcement of labor laws and education of employers. (*Id.*, ¶ 37).

19 Furthermore, the efficiency with which this litigation was conducted and resolved should be
20 rewarded. After preparing and investigating the case prior to filing the Action, Class Counsel strongly
21 litigated and then resolved the case in an efficient manner. The Class Members will directly benefit
22 from the prompt and fair resolution of their claims. They will be receiving a significant award in a
23 relatively short period of time, as opposed to waiting years to recover some undetermined amount if
24 they succeeded at trial, which is an uncertainty in itself.

25 **F. Preclusion of Other Employment**

26 As California law recognizes, Class Counsel's commitment to this litigation should not be
27 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
28 attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See*

1 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
2 additional work that was available, and which Class Counsel had to forego in order to devote the time
3 necessary to pursue this litigation. (Rose Decl., ¶ 29).

4 **G. The Requested Fees Are Also Justified Under the Lodestar Method**

5 Fee calculations under the lodestar method would result in a similar award, demonstrating the
6 fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is
7 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
8 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
9 various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel's hourly rates are summarized
10 in the Rose Decl. at ¶¶ 30-31.

11 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the
12 relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Rose Decl.,
13 ¶ 31). As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis
14 for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up
15 contingency fee (with the percentage increasing from one third to forty-five – and sometimes even
16 fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to
17 trial). (*Ibid*). Therefore, there is no customary hourly billing rate for work that is routinely based on
18 a contingent fee relationship, but the nature of class action work should be strongly considered by the
19 Court. (*Ibid*). Wage and hour work presents a specialized and challenging area of law that is not
20 within the knowledge of many lawyers. (*Ibid*). This kind of class action work requires specialized
21 learning and the willingness to take large risks. (*Ibid*).

22 Class Counsel has spent approximately 245.80 total hours litigating these claims to date.³ (*Id.*,
23 ¶ 31). Class Counsel expects to spend another 10 hours in connection with the final approval process
24 (including preparing for and attending the Final Approval Hearing, and managing the Settlement
25

26 ³ In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in
27 California to support a fee application. The court held: "Testimony of an attorney as to the number of hours worked on a
28 particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records."
Id. There is no need to attach the voluminous invoices prepared in a case as a basis for an award of fees and costs. *Id.*
Through Class Counsel's declaration in support of this application, however, Plaintiff presents a thorough breakdown of
the hours spent and costs incurred in prosecuting this class action. Pursuant to *Martino, supra*, this presentation is sufficient
to support the amount requested.

1 through its conclusion, including anticipated communications with defense counsel, the Settlement
2 Administrator, our client, and Class Members). (Ibid). In addition to time spent during litigation,
3 reasonable hours also include the time spent before the Action was filed, including time spent
4 interviewing the client, investigating the facts and the law, preparing the initial pleadings, as well as
5 litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234, 243). Further, the fee award should
6 include fees incurred to establish and defend the attorneys’ fee claim. (*Serrano v. Priest* (1982) 32
7 Cal .3d 621, 639 (“*Serrano IV*”). Based on the rates of Class Counsel, the total fees incurred to date
8 are \$227,498. (Rose Decl., ¶ 31). By the conclusion of this matter, the total fees are estimated to be
9 approximately \$234,998. (*Id.*, ¶ 32).

10 In cases where a common fund analysis is not used, once the court establishes the lodestar
11 amount, it should adjust the fee award by a multiplier in order to make an appropriate fee award.
12 (*Serrano III, supra*, 20 Cal.3d at 48). In applying the multiplier, *Newberg on Class Actions* states that
13 “[m]ultiples ranging from one to four frequently are awarded in common fund cases when the lodestar
14 method is applied. A large common fund award may warrant an even larger multiplier.” (4 *Newberg*
15 *on Class Actions* 4th (4th ed. 2002) § 14.6). If the class members paid the fees that the market would
16 bear, they would pay a fee of anywhere from one-third to forty-five percent of any recovery. Since
17 this is the market rate, the lodestar calculation should be enhanced to reflect what the class members
18 would pay on the open market. (*Lealao, supra*, 82 Cal.App.4th at 47-48).

19 In *Lealao*, the court held that trial courts should award lodestar fees by examining the
20 percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 and 53). The
21 court indicated that this is an upward adjustment and should be akin to a contingency fee recovery;
22 the court stated, “[a]n adjustment reflecting the amount of the class recovery is not significantly
23 different from an adjustment reflecting a percentage of that amount; and California courts have
24 evaluated a lodestar as a percentage of the benefit.” (*Id.* at 46). The *Lealao* method appears
25 particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and
26 the class action clients do not expect to pay an hourly fee.

27 ///

28 ///

1 The rationale of *Lealao* comports with the purpose of the multiplier. The multiplier is
2 “primarily to compensate the attorney for the prevailing party at a rate reflecting the risk of
3 nonpayment in contingency cases.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138). The *Lealao*
4 court reasoned:

5 Given the unique reliance of our legal system on private litigants to enforce
6 substantive provisions of law through class and derivative actions, attorneys
7 providing the essential enforcement services must be provided incentives
8 roughly comparable to those negotiated in the private bargaining that takes
9 place in the legal marketplace, as it will otherwise be economic for
10 defendants to increase injurious behavior. It has therefore been urged (most
11 persistently by Judge Richard Posner) that in defining a reasonable fee in
12 such representative actions, the law should mimic the market.

13 In the class action context, that would mean attempting to award the fee that
14 informed private bargaining, if it were truly possible, might have reached.
15 The simplest way for the law to duplicate the bargain that informed parties
16 would reach if agency costs were low is to look to fee award levels in actions
17 brought by sophisticated private parties under the same or comparable
18 statutes.

19 (*Lealao*, 82 Cal.App.4th at 47-48 (internal citations and quotations omitted)). The court added:

20 [T]rial judges need the flexibility *Serrano III* provides, as it enables them to
21 relate fee awards to the economic realities that determine the efficacy of the
22 private enforcement contemplated by our civil justice system.
23 Accordingly, we hold that, in cases in which the value of the class recovery
24 can be monetized with a reasonable degree of certainty and it is not
25 otherwise inappropriate, a trial court has discretion to adjust the basic
26 lodestar through the application of a positive or negative multiplier where
27 necessary to ensure that the fee awarded is within the range of fees freely
28 negotiated in the legal marketplace in comparable litigation.

(*Id.* at 49-50).

20 In looking at similar cases, including those set forth above, Class Counsel’s requested fee
21 comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the
22 collective hours worked in this matter, the requested fee award would represent a negative multiplier
23 of the current total fee lodestar. In this regard, Class Counsel’s fee request is reasonable.

24 H. No Class Member Objected to the Requested Attorneys’ Fee Award

25 Class Counsel’s intention to request the Court’s approval for payment of attorneys’ fees was
26 clearly disclosed to each Class Member in the Court-approved Class Notice. (Rose Decl., ¶ 34; *See*
27 *also*, Castro Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to
28 the request for attorneys’ fees. (Castro Decl., ¶ 10). It is fair to conclude that the Class approves

1 of/does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's
2 request for one third (1/3) of the Gross Settlement Amount, equaling Two Hundred Eight Thousand
3 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$208,333.33), should be granted.

4 **I. Plaintiff's Cost Request is Reasonable**

5 Class Counsel seeks reimbursement of a total amount of Twenty-One Thousand Four Hundred
6 Seventy-Seven Dollars and Fifty-Six Cents (\$21,477.56) in costs and expenses in this matter, which
7 includes reasonable future costs for filing the Motion. (Rose Decl., ¶ 33 and Exh. 4). All costs and
8 expenses were reasonably incurred in prosecution of this matter.

9 **VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS**
10 **REASONABLE**

11 The named Plaintiff should be awarded an Enhancement Payment in the amount of Seven
12 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for his services as the Class
13 Representative and the risks in connection with that role. (Rose Decl., ¶ 35). Enhancement awards in
14 wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher.
15 (Ibid). Often, multiple class representatives receive awards in the above range. (*See e.g., Munoz v.*
16 *BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an
17 enhancement request of \$10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142
18 F.3d 1004, 1016 (7th Cir. 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir.
19 1974) ["We also think there is something to be said for rewarding those drivers who protect and help
20 to bring rights to a group of employees who have been the victims of discrimination."]). Here, the
21 requested Enhancement Payment is modest, reasonable, and should be approved.

22 Plaintiff's actions establish that: (1) he sought to protect the interests of the Class above his
23 own personal interests; (2) the Settlement Class Members will be benefitted from his actions by
24 receiving a payment without having to do anything; and (3) Plaintiff has put forth a significant amount
25 of time and effort pursuing the litigation and seeing it through to resolution. (*See, generally, Munoz*
26 *Decl.; see also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804
27 (discussing the criteria for determining class representative enhancement awards in concluding that a
28 requested award of \$25,000 for two class representatives was too high)).

1 The requested award for Plaintiff is also reasonable given the financial and personal risk he
2 took in commencing the Action, and in light of the benefits that his actions have conferred upon the
3 Class. (Munoz Decl., ¶ 7; *See also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp.
4 294, 299-300). Additionally, in considering a requested class representative enhancement award,
5 courts take into consideration a plaintiff's reasonable fear of retaliation. (*Staton v. Boeing Co.* (9th
6 Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend
7 little effort to discover Plaintiff brought the lawsuit – and based thereon, decline to offer Plaintiff
8 employment.

9 In sum, Plaintiff has performed considerable services on behalf of the Class during the
10 litigation. (*See, generally, Munoz Decl.*). Class Counsel cannot understate the importance of the role
11 of an employee who is willing to search out an attorney and step forward to assume the risk of litigation
12 and retaliation in order to represent a class and put the interests of the class before their own interests.
13 Plaintiff has understood that this is a class action where he is serving as the Class Representative and
14 must protect the Class Members' interests. (*Id.*, ¶ 10). Plaintiff was the catalyst to the benefit reached
15 for the Class Members, and has actively protected the Class Members' interests during the pendency
16 of this matter and will continue to do so even if the case was required to go to trial. (*Ibid.*). Plaintiff
17 spent numerous hours participating in this matter by searching for an attorney, communicating with
18 his attorneys on numerous occasions, searching for and producing relevant documents related to his
19 employment, responding to his attorneys' inquiries, reviewing the settlement documents, and
20 approving the Settlement on behalf of all Class Members. (*See, generally, Munoz Decl.*).

21 In contrast, without having to take on any of the risk incurred by Plaintiff or time spent by
22 Plaintiff in litigating this matter, Settlement Class Members will automatically be issued a payment
23 for their claims. It appears that the Settlement Class Members recognize this enhancement was
24 justified because since the time the Class received notice of the requested Enhancement Payment, no
25 one has objected to the request. Thus, the Enhancement Payment to Plaintiff is warranted to
26 compensate him for his time and effort, the fear and stress associated with assuming the responsibility
27 of serving as the Class Representative, and the concrete risks he assumed as the Class Representative.

28 ///

1 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
2 **REASONABLE**

3 In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved,
4 Settlement Administration Costs not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00).
5 (Rose Decl., ¶ 36). ILYM Group, Inc. is the approved Settlement Administrator. (Ibid). It is an
6 experienced class administrator and has adequately performed the administration tasks required by the
7 Preliminary Approval Order. ILYM's *actual* costs to administer the Settlement are Seven Thousand
8 Dollars and Zero Cents (\$7,000.00). (Castro Decl., ¶ 14 and Exh. B). Based thereon, the requested
9 costs should be approved.

10 **X. THE PROPOSED LWDA ALLOCATION IS REASONABLE**

11 Pursuant to California Labor Code Section 2699(1), the Superior Court shall review and
12 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
13 § 2699(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
14 should be approved. As part of the Settlement, Defendant has agreed to pay Twenty-Four Thousand
15 Dollars and Zero Cents (\$24,000.00) to settle the claims of the PAGA Employees brought pursuant to
16 PAGA, of which the payment of Eighteen Thousand Dollars and Zero Cents (\$18,000.00) (75% of the
17 PAGA Amount) will be paid to the LDWA for education and enforcement purposes. (Rose Decl., ¶
18 37).

19 It is extremely common in approved wage and hour class action cases that settle that only a
20 small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to
21 class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May, 2019), 384 F.Supp.3d 1058, 1101
22 [rev'd on other grounds], citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14,
23 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in
24 PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014)
25 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total
26 settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S.
27 Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties
28 out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31,
2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000

1 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC*
2 (N.D. Cal. Feb. 15, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *4 [granting final
3 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
4 in these approved settlements, the parties generally maximized statutory penalties and minimized
5 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
6 California Labor Code violations. (Rose Decl., ¶ 38).

7 **XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE**

8 California law vests the Court with broad discretion in fashioning an appropriate notice
9 program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
10 74). To protect the rights of absent class members, the parties must provide class members with the
11 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
12 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
13 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
14 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
15 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
16 the action and afford them an opportunity to present their objections"])). The content and method of
17 the notice should be designed to apprise the class members of the terms of the proposed settlement
18 and of the class members' rights regarding the settlement. (*See Mullane, supra*, 339 U.S. at 314;
19 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
20 F. Supp. 364, 378).

21 The Class Notice approved by the Court met these requirements: it identified the Parties and
22 described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution
23 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to
24 Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees
25 and Costs to Class Counsel. (Rose Decl., ¶ 39; *see also* Castro Decl., Exh. A thereto). The Class
26 Notice described the proposed Settlement with enough specificity to allow each Class Member to
27 make an informed choice whether to accept and participate in it. (Ibid). It also explained how and
28 when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class

1 Notice provided the date for the hearing on final approval of the Settlement and informed Class
2 Members how to obtain additional information about the Settlement. (Ibid).

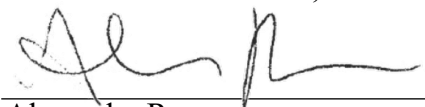
3 **XII. CONCLUSION**

4 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
5 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
6 attorneys' fees to Class Counsel of \$208,333.33; (2) the requested reimbursement of actual costs and
7 expenses to Class Counsel of \$21,477.56; (3) the requested Enhancement Payment to Plaintiff of
8 \$7,500.00; and (4) the requested Settlement Administration Costs to the Settlement Administrator of
9 \$7,000.00; and permit the filing of a memorandum that exceeds the page limit.

10 Respectfully submitted,

11 Dated: November 12, 2025

BLACKSTONE LAW, APC

12
13 By: 

Alexandra Rose
Attorneys for Plaintiff Juan Munoz
and the Class