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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

DAWN WILLIAMSON, as an individual and on behalf of all others similarly situated, Plaintiff, vs. SEAPORT GROUP ENTERPRISES, LLC, a California limited liability company; and DOES 1 through 100, inclusive, Defendants.	Case No. 37-2023-00011420-CU-OE-CTL [*Assigned for All Purposes to Hon. Michael D. Washington, Dept. C-73*] **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** Date: April 24, 2026 Time: 9:00 a.m. Dept.: C-73

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

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on April 24, 2026 at 9:00 a.m. before the Honorable Michael D. Washington in Department C-73 of the Superior Court of California for the County of San Diego, located at Hall of Justice, 330 West Broadway, San Diego, California, 92101, Plaintiff Dawn Williamson ("Plaintiff" or "Class Representative") will and hereby does move this Court for:

1. Confirming the certification of the Settlement Class for settlement purposes under Section 382 of the California Code of Civil Procedure;
2. Confirming the appointment of Plaintiff Dawn Williamson as Class Representatives for settlement purposes;
3. Confirming the appointment of Scott M. Lidman, Milan Moore and Tiara Gose-Hardy of Lidman Law, APC, Paul K. Haines of Haines Law Group, APC, as Class Counsel for settlement purposes;
4. Granting final approval of the Stipulation of Settlement ("Settlement");
5. Approving an award of $33,333.33 in attorneys' fees to Class Counsel;
6. Approving an award of $7,921.67 in costs to Class Counsel;
7. Approving an award of $7,500.00 in costs to Phoenix Settlement Administrators ("Phoenix") for its settlement administration services;
8. Approving a service award of $7,500.00 to Plaintiff Dawn Williamson for her services as Class Representatives;
9. Approving an award of $7,500.00 to the Labor & Workforce Development Agency ("LWDA"); and
10. Entering final judgment in the form of the [Proposed] Order Granting Final Approval of Class Action and PAGA Settlement and Entering Judgment filed concurrently herewith.

This Motion is based on this notice of motion, the attached memorandum of points and authorities attached hereto, the declarations of Scott M. Lidman, Paul K. Haines, Milan Moore, Tiara Gose-Hardy, Plaintiff Dawn Williamson[1], Edwin Aiwazian and Connor Tevenan of Phoenix Settlement Administrators, and the exhibits attached thereto, the pleadings and other papers filed in this action, and on any further oral or documentary evidence or argument presented at the time of hearing.

Dated: April 1, 2026

Respectfully submitted,
LIDMAN LAW, APC

By: ______________________________
Scott M. Lidman
Attorney for Plaintiff
DAWN WILLIAMSON

[1] Plaintiff Dawn Williamson previously filed her declaration in support of the class settlement in connection with the Motion for Preliminary Approval. Plaintiff has re-filed her declaration with the instant motion.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Dawn Williamson ("Plaintiff") submits this memorandum of points and authorities in support of her motion for final approval of the class action settlement (the "Settlement") with Defendant Seaport Group Enterprises, LLC ("Seaport" or "Defendant"). The Settlement Class is defined as: "all current and former non-exempt, hourly employees of Defendant Seaport Group Enterprises, LLC who worked any time during the Class Period. The Class Period is March 20, 2019 through June 2, 2022."

In this non-reversionary Settlement, the average settlement payment to each Class Member is approximately **$204.77**. This is a favorable resolution of the highly disputed wage and hour claims in this case and the significant litigation risks that Plaintiff faced. Since this Court granted preliminary approval on August 1, 2025, nothing has changed to impact the propriety, fairness, adequacy and reasonableness of the Settlement. In addition, after receiving notice of the Settlement and of their projected Settlement payments, zero Class Members have opted-out and no one has submitted a written objection to the Settlement.

As explained below, the Court should grant Plaintiff's motion in its entirety because: (1) the Class continues to meet the requirements for class certification for settlement purposes under Code of Civil Procedure section 382; (2) the Settlement warrants final approval because it is a fair, adequate, and reasonable compromise of the disputed claims in this case; and (3) the amounts requested for Class Counsel's attorneys' fees and costs, Plaintiff's Class Service Award, payment to the Labor Workforce Development Agency ("LWDA"), and settlement administration costs are all fair, adequate, and reasonable. For these reasons, Plaintiff respectfully requests that this Court enter the [Proposed] Order Granting Final Approval of Class Action and PAGA Settlement and Entering Judgment submitted concurrently herewith.

II. FACTUAL AND PROCEDURAL BACKGROUND

On March 20, 2023, Plaintiff filed a putative class action complaint against Defendant in San Diego County Superior Court. *See* Declaration of Scott M. Lidman ("Lidman Decl."), ¶ 10. March 20, 2023, Plaintiff submitted a letter to the California Labor & Workforce Development Agency ("LWDA") and Defendant advising of his intention of filing a PAGA claim based on the Labor Code violations alleged in his operative complaint. *Id*. On May 25, 2023, Plaintiff filed a First Amended Class Action and Representative Action Complaint. *Id*. The primary allegations are that Defendant: (1) failed to provide meal periods; (2) failed to provide accurate, itemized wage statements; (3) engaged in unfair competition; and (4) is liable for civil penalties under the PAGA. *Id*.

A. Plaintiff's Claims

As explained in detail in the Motion for Preliminary Approval, Plaintiff's allegations are that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and the Class Members, of, *inter alia*, failing to provide compliant meal periods and associated premium pay, failing to provide compliant wage statements, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.* and conduct that gives rise to penalties pursuant to PAGA. Plaintiff contends that she, and the Class Members, are entitled to, *inter alia*, unpaid meal period wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees. Lidman Decl., ¶ 11.

B. Investigation, Mediation and Settlement

After agreeing to participate in private mediation, Defendant informally produced timekeeping and payroll data for Plaintiff, its wage and hour policies and other documents and information relevant to the claims alleged, and the list of putative class members with their hire and termination dates. Lidman Decl., ¶ 12. After a detailed review of the payroll and time records and other documents and policies produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *Id*. This informal discovery allowed the parties to assess the merits and value of Plaintiff's claims and Defendant's defenses thereto, if a settlement could not be reached. *Id*.

On August 27, 2024, after extensive research and analysis, a full-day mediation was held with Kevin Barnes, a well-respected and experienced wage and hour class action mediator. Lidman Decl., ¶ 13. During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. *Id*. The Parties also discussed Seaport's financial condition and ability to pay a class-wide settlement. *Id*. Afterwards, Seaport produced financial documents in support of its representations made during mediation. *Id*. Ultimately, after months of continued direct negotiations, the parties agreed in principle on a class-wide resolution. In the months that followed, the parties finalized the terms of settlement and executed the Stipulation of Settlement ("Settlement"). *Id*.

C. Preliminary Approval of Settlement

Plaintiff submitted the Stipulation of Settlement to the Court with her Motion for Preliminary Approval on June 4, 2025. Lidman Decl., ¶ 20. On August 1, 2025, the Court issued an Order Granting Preliminary Approval of the Settlement. *Id*.; Exh. A.

Plaintiff submitted the Settlement and Court's Order Granting Preliminary Approval of the Settlement to the LWDA via the LWDA's website on June 4, 2025 and August 1, 2025, respectively. *See* Lidman Decl., ¶ 34; Exhs. D-E. Plaintiff will also provide the LWDA with a copy of the instant motion for final approval and supporting documents after the instant motion is filed, and will file a supplemental proof of service prior to the hearing. Lidman Decl., ¶ 31.

On January 12, 2026, the Settlement Administrator mailed the Court-approved Notice of Class Action and PAGA Settlement in English and Spanish to the 177 Class Members, who had until March 13, 2022 to submit disputes, objections, and/or requests for exclusion. *See* Declaration of Connor Tevenan of Phoenix Settlement Administrators ("Tevenan Decl."), ¶ 8. As of the date of this filing, there have been **no objections**, **no disputes**, and **no opt-outs** received. *Id*. at ¶¶ 8-10. Plaintiff now respectfully submits the Settlement for this Court's final approval.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

The Settlement Class encompasses "all current and former non-exempt, hourly employees of Defendant Seaport Group Enterprises, LLC who worked any time during the Class Period. The Class Period is March 20, 2019 through June 2, 2022." Lidman Decl., ¶ 21.

The escalator clause was triggered and thus per the settlement terms the Class and PAGA Period end dates were truncated to June 2, 2022. Tevenan Decl., ¶ 7.

B. Monetary Terms of the Settlement

The Settlement provides for Defendant to pay a Gross Settlement Amount ("GSA") of $100,000.00. Salinas Decl., ¶ 16. The Net Settlement Amount is the amount remaining from the GSA after deducting requested attorneys' fees ($33,333.33) and verified costs ($7,921.67), the proposed Class

Representative Service Award to Plaintiff ($7,500.00), Settlement Administration costs ($7,500.00), the PAGA payment ($10,000.00). *Id*. Based on these requested amounts, the Net Settlement Amount is calculated to be approximately **$33,745.00**. *Id*.

The Net Settlement Amount shall be allocated to Settlement Class Members who worked during the Class Period, as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of Workweeks worked during the Class Period, the numerator of which is the Settlement Class member's total Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all Settlement Class Members who worked during the Class Period. Settlement ¶ 5.B.i.

Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each PAGA Aggrieved Employee shall receive a portion of the PAGA Amount proportionate to the number of any periods that he or she worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Aggrieved Employee's number of pay periods worked during this time period, and the denominator of which is the total number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period. Settlement ¶ 5.B.ii.

For purposes of calculating applicable taxes and withholdings, Plaintiff and Class Counsel will instruct the Administrator to allocate each Settlement Award as follows: Sixty Seven percent (67%) as penalties and interest; and Thirty-Three percent (33%) as wages. Settlement, ¶5.D.

C. <u>Summary of Notice Process</u>

1. Mailing of Class Notice

On August 19, 2025, Defendant provided Phoenix with data files with the following information: the names, last known addresses, phone numbers, social security numbers, positions held, the dates of employment and the number of workweeks worked by each Class Member while employed during the Class Period. Tevenan Decl., ¶ 6. After performing address updates and verifications, Phoenix mailed the Class Notice to the 177 Class Members on January 12, 2026 in English and Spanish. *Id*. at ¶ 8. Following the initial mailing, 42 Class Notices were returned to Phoenix by the Post Office. *Id*. at ¶9. After Phoenix performed a Skip Trace, 34 Class Notices were re-mailed. *Id*. at ¶ 11. As of the date of filing this final approval motion, 8 Class Notices remain undeliverable because no forwarding address was provided and/or no new address could be located through Skip Trace. *Id*. at ¶ 12.

The deadline for Settlement Class Members to submit objections, requests for exclusion, or disputes was March 13, 2026. Tevenan Decl., ¶ 8. As of the date of this filing, there were no objections, no disputes, and no opt-outs. *Id*. at ¶¶ 13-15. Accordingly, as of the date of this Motion, the participation rate amongst the Class Members is 100% and the average estimated payment is $204.77, with the highest estimated payment to a Class Member being $754.56, the lowest estimated payment to a Class Member being $1.57. *Id*. at ¶ 17.

D. <u>Timing of Payments</u>

The Gross Settlement Amount (plus any employer-side taxes applicable only to that portion of the Net Settlement Amount designated by Plaintiff as "wages") shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit of participating Settlement Class Members. Defendant shall fund the Gross Settlement Payment thirty (30) days after the Effective Date. Settlement, ¶ 4.B. "Effective Date" means the the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed. *Id*.

Funds remaining unclaimed after 180 days will be distributed to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class Member. *Id*.; Lidman Decl., ¶ 22.

IV. <u>ARGUMENT</u>

A. <u>This Court Should Confirm its Conditional Certification of the Class for Settlement Purposes Because It Meets All of the Requirements for Class Certification Under Code of Civil Procedure § 382</u>

Under Code of Civil Procedure section 382, a class may be certified if: (1) it is ascertainable and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest, and questions of law and fact common to the class predominate over questions unique to individual class members; (3) the representative's claims are typical of the class'

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claims; and (4) the representative will fairly and adequately represent the class' interests. *See Richmond v. Dart Industries, Inc*. (1981) 29 Cal.3d 462, 470.

Here, this Court found that the Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on August 1, 2025. *See* Lidman Decl., ¶ 16; Exh. A. After the Court entered an order granting preliminary approval, no events have occurred to cast doubt on the propriety of this determination. In fact, the reaction of the Class Members thus far to the Settlement has been strongly in support of the Settlement. *See* Tevenan Decl., ¶¶ 13-15. This Court should therefore confirm its conditional certification of the Settlement Class.

B. <u>This Court Should Finally Approve the Settlement Because it is a Fair, Adequate, and Reasonable Compromise of Disputed Wage and Hour Claims</u>

California courts have a strong policy in favor of settlement. *See, e.g., Stambaugh v. Superior Court*, 62 Cal.App.3d 231, 236 (1976). Unlike individual settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. *Malibu Outrigger Bd. of Governors v. Superior Court*, 103 Cal.App.3d 573, 578-79 (1980). This approval process consists of preliminary settlement approval, notice being given to class members, and a final fairness and approval hearing being held, at which class members have the opportunity to be heard with respect to the settlement. *Id*. Now that notice has been provided to the Settlement Class, Plaintiff respectfully requests that the Court finally approve the Settlement as fair, adequate, and reasonable.

1. The Settlement was Reached at Arm's Length, Through Experienced Counsel and An Experienced Mediator, and Was Based on Sufficient Information to Intelligently Negotiate a Fair Settlement in Light of the Claims Asserted and Risks of Continued Litigation

A settlement is presumptively fair where it is reached through arm's length bargaining, based on sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is experienced in similar litigation, and the percentage of objectors to the settlement is small. *Dunk v. Ford Motor Co.,* 48 Cal.App.4th 1794, 1802 (1996). In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the case. *Mallick v. Superior Court,* 89 Cal.App.3d 434 (1979). In exercising these powers, the overriding concern is to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk*, *supra*, 48

Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider include, but are not limited:

> [T]he strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Id. These factors require balancing, are non-exhaustive and, as such, trial courts should tailor the factors to each case. *Id*. "In the context of a settlement agreement, the test is not the maximum amount plaintiffs might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the circumstances." *Wershba v. Apple Computer, Inc.,* 91 Cal.App.4th 224, 250 (2001). Because settlements inherently involve compromise, even settlements providing for substantially narrower relief than likely would be obtained if the suit were successfully litigated can be reasonable because, "the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation." *Id*. (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)).

Here, the Settlement resulted from extensive arm's length settlement negotiations between qualified and experienced counsel, with the assistance of a well-respected mediator, and is fair, adequate, and reasonable for all Settlement Class Members. While Plaintiff maintains that her claims are meritorious, Plaintiff acknowledges that her position includes substantial risks and uncertainty, which justifies a downward departure from the maximum exposure that Plaintiff calculated each claim carried.

Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the lawsuits, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. Lidman Decl., ¶ 12.

These considerations, not only bore heavily on the negotiations leading to the Settlement, but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further litigation. Lidman Decl., ¶ 13. As detailed in the Preliminary Approval Motion, Plaintiff carefully vetted the claims at issue and conducted a detailed liability analysis of class-wide data to calculate the damages figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable in view of them.

2. The Settlement Fairly, Reasonably, and Adequately Compensates Class Members Because Each Participating Class Member Will Be Paid Based on the Extent of His or Her Injury

Individual settlement payments will be calculated based on the number of workweeks worked by each Class Member during the Class Period. *See* Settlement, ¶ 5.B.i. This method of distribution compensates Class Members based on the estimated extent of their injuries, as Class Members who worked more workweeks, would have been subject to more of the alleged wage and hour violations than those who worked fewer weeks. Thus, the formula for compensating Class Members is fair, adequate, and reasonable, as it is tethered to the damages and penalties that could be recovered by them.

3. The 100% Participation Rate and Absence of Any Objections Further Confirms That the Settlement is Fair, Adequate, and Reasonable

Class members' response to a settlement is relevant in evaluating whether it merits final approval. *Dunk*, *supra*, 48 Cal.App.4th at 1801. The lack of objections and requests for exclusion supports a fairness presumption. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a "particularly impressive" favorable response from class members). Here, as of the filing of this Motion, not a single Settlement Class Member has objected to the Settlement and no Settlement Class Member have elected to opt-out of the Settlement. In addition, only 8 of the 177 Class Notices were returned undeliverable. Tevenan Decl., ¶ 12. The extremely favorable response of the Settlement Class further confirms that the Settlement is fair, adequate, and reasonable.

C. The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the Common Fund Confirmed by a Lodestar Cross-Check

Plaintiffs and the Settlement Class, as the prevailing parties in settlement, are entitled to recover their attorneys' fees and costs for their wage claims. *See* Lab. Code §§ 218.5, 226(e) and 2699(g). A fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See*, *e.g.*, *Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983). When a settlement results in a common fund for the benefit of a class, class counsel may be awarded fees as a percentage of the common fund. *See Wershba*, *supra*, 91 Cal.App.4th at 254 (recognizing the "percentage of recovery" method).

Plaintiff has provided written approval of the split of attorneys' fees in this action. Lidman Decl., ¶ 28.

The California Supreme Court confirmed in *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 506 (2016), that "[t]he percentage of fund method survives in California class action cases." Specifically, the *Laffitte* Court held:

> The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—convince us the percentage method is a valuable tool that should not be denied our trial courts.

Id. at 503 (internal citation omitted); *see also, e.g.*, *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) ("when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund."); *Serrano v. Unruh*, 32 Cal.3d 621, 627 (1982) (in awarding a fee from the common fund obtained for the benefit of all parties, the trial court acts within its equitable power to prevent the other parties' unjust enrichment.); *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund method for calculating attorneys' fees more accurately reflects the results achieved for the putative class than the lodestar method and "establishes reasonable expectations on the part of plaintiffs' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation."); *In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 300 (3rd Cir. 2005) ("The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund 'in a manner that rewards counsel for success and penalizes it for failure.") (citation omitted).

Laffitte also held that trial courts have discretion to assess reasonableness of fee awards with tools such as the "lodestar cross-check," whereby the trial court calculates class counsel's lodestar (hours worked multiplied by hourly rate) and determines whether the "lodestar multiplier" needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte* at 503-06. While a trial court may utilize the lodestar cross-check, it need not do so. *Id.* at 506 ("[w]e hold further that trial courts have discretion to conduct a lodestar cross-check on a percentage fee, as the court did here; they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.")

Here, Class Counsel's fee request of $33,333.33 (1/3 of Gross Settlement Amount) is fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First, "regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008); *see also*, *e.g.*, *Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27, 2010) (observing that "30-50% [is] commonly awarded in cases in which the common fund is relatively small" and that in California, "courts usually award attorneys' fees in the 30-40% range in wage and hour class actions…"); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in attorneys' fees in wage and hour class actions). This is also consistent with Class Counsel's experience in similar wage and hour class action matters. *See* Lidman Decl., ¶ 19. Thus, the percentage sought by Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

Next, as stated, under the lodestar method the court computes the "lodestar" amount by multiplying the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates. *See, e.g., Serrano v. Priest* 20 Cal.3d 25, 48 (1977). The court then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree of success achieved. *Id.* at 49; *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank,* 92 Cal.App.4th 819, 834 (2001) ("There is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation").

Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez*, *supra*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *City of Oakland v. Oakland Raiders*, 203 Cal.App.3d 78 (1988) (approving multiplier of ~2.34); *Coalition for L. County Planning etc. Interest v. Bd. of Supervisors*, 76 Cal.App.3d 241, 251 (1977) (approving multiplier of ~2.04). In class actions such as this one, where the value of the benefit conferred to the class "can be monetized with a reasonable degree of certainty," a court may "adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Consumer Privacy Cases*, 175 Cal.App.4th 545, 557 (2009). In doing so, "the court determines, retrospectively, whether the litigation involved a contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in order to approximate the fair market for such services." *Id.* at 556; *see also Laffitte*, 1 Cal.5th at 503-05.

In this case, Class Counsel have a lodestar of **$155,407.50** which is higher than the $33,333.33 fee request, without the use of any multiplier. *See* Lidman Decl., ¶ 28. A general summary showing the number of hours of work performed by each attorney and paralegals is set forth below. The billing rates used are reasonable especially in light of the hourly rates identified based on years of experience in the *Laffey* Matrix, submitted concurrently herewith. Lidman Decl., ¶ 29, Exh. C;

Name	**Rate**	**Hours**	**Pre-Multiplier Lodestar**
Scott M. Lidman (26th Year Attorney)	$900	49.1	$44,190
Paul K. Haines (18th Year Attorney)	$850	20	$17,000
Milan Moore (9th Year Attorney)	$650	101.4	$65,650
Tiara Gose-Hardy (6th Year Attorney)	$525	44.7	$23,467.50
Paralegals	$200	25.5	$5,100.00
Total Lodestar			**$155,407.50**

The fee award requested here is justified because it is **<u>lower</u>** than lodestar. The fee award requested here is justified because Class Counsel achieved a significant monetary recovery for the Settlement Class in an uncertain and risky case, while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002) (finding that exceptional results in a contingency case, significant risk and the absence of supporting precedents, are proper considerations in awarding attorneys' fees).

First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting in a current participation rate of 100%, and not a single Settlement Class Member has objected to the Settlement or to Class Counsel's requested fees as of the date of this filing. *See* Tevenan Decl., ¶¶ 13-15. Additionally, the *average* settlement payment in this case of approximately **$204.77** is in line with, and above, settlement payments in similar wage and hour class action settlements. *See*, *e.g.*, *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action settlement approved where average class member recovery was approximately $60); *Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *18 (E.D. Cal. 2012) (finding that average payment to class members of less than $200 was a "good" result); *Williams v. Centerplate, Inc.*, Nos. 11-CV-2159-H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting final approval of class action settlement where average recovery for each class member was approximately $108). The fact that Class Counsel achieved these results without engaging in a protracted legal battle, in the face of serious defense challenges and an uncertain legal landscape, confirms the strength of the results achieved.

Moreover, as discussed above, this case presented significant risk as to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and expending considerable effort, all while working on a pure contingency basis. Since undertaking their representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any compensation for over 3 years. Lidman Decl., ¶ 21. During this time, Class Counsel have expended a total of $7,471.67 in actual costs and have devoted substantial time to this litigation and expect to incur approximately ($450 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court appearances).[2] Lidman Decl., ¶ 25; Exh. B. Class Counsel's efforts have included conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing hundreds of pages of Seaport's documents and policies, analyzing Plaintiff's timekeeping data and payroll records, preparing for and attending mediation, negotiating and revising the long-form Settlement, preparing the Motions for Preliminary and Final Approval, filing a Motion to compel Defendant to comply with PA Order, overseeing the settlement administration process, communicating with Settlement Class Members, and otherwise litigating this case. *See* Lidman Decl., ¶ 21. Moreover, Class Counsel have expended

[2] This includes total costs incurred by all law firms.

time, effort, and money that they could have expended on less risky cases instead. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. Lidman Decl., ¶¶ 26-28.

Class Counsel's previous experience in litigating wage and hour class actions also supports the reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and hour class action litigation, with substantial experience litigating claims for meal and rest period violations, and related penalties. *See* Lidman Decl., ¶¶ 3-8; Declaration of Milan Moore ("Moore Decl."), ¶¶ 3-8; Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 3-8. They have been certified as class counsel in numerous other cases. *Id*. Their experience in similar matters was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of the Settlement. *See* Lidman Decl., ¶ 22. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. *Id*. Because it is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, a fee award of one-third of the Gross Settlement Amount is reasonable.

Other factors also show that the fee amount requested in this case is reasonable under the circumstances. This case involved nuanced legal issues including questions surrounding Defendant's requirement to "provide" meal periods, and the propriety of statutory penalties, to name just a few. Lidman Decl., ¶¶ 11-15. Thus, Class Counsel's requested fee award is fair, reasonable, and adequate and should be approved.

D. <u>The Requested Cost Amount Warrants Final Approval as Fair, Adequate, and Reasonable</u>

Class Counsel seek to be reimbursed a total of $7,921.67 in litigation costs. Class Counsel's request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred. *See* Lidman Decl., ¶ 25; Exh. B. Moreover, the costs Plaintiff seeks are the types of costs routinely approved by courts. *See, e.g.*, *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover "those out-of-pocket expenses that would normally be charged to a fee paying client"); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011)("costs of reproducing pleadings, motions and exhibits are typically billed by attorneys to their fee-paying clients" and are reimbursable); *Trustees* *of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation*, 497 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable). Because the expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement Class Member has objected to them, Plaintiff respectfully requests the Court should grant the request for actual costs incurred.

E. <u>The Court Should Finally Approve the Requested Administration Costs</u>

Plaintiff also requests that the Court approve $7,500.00 in administration costs to the Settlement Administrator, Phoenix. As detailed in the declaration of Connor Tevenan on Behalf of Phoenix submitted herewith, Phoenix performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. Among other things, Phoenix calculated each Class Member's individual settlement payment, updated addresses contained in the class data supplied by Defendant, formatted Class Notices for mailing, mailed Class Notices to all 177 Class Members in English and Spanish, kept the parties informed of any objections or requests for exclusion, and have otherwise administered the Settlement. *See* Tevenan Decl., ¶¶ 2-19. For these reasons, Phoenix's requested costs are fair, reasonable, and adequate, and should be finally approved.

F. <u>Plaintiff's Requested Service Award is Fair, Adequate, and Reasonable in View of Plaintiff's Efforts and the Risks that She Assumed on Behalf of the Class</u>

Courts routinely approve service payments to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. *See*, *e.g.*, *Bell v. Farmers Ins. Exchange*, 115 Cal.App.4th 715, 726 (2004) (upholding "service payments" to named plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co*., 901 F. Supp. 294 (N.D. Cal. 1995) (approving $50,000 service payment). In analyzing the requested service payment, courts consider the following factors: the risk, both financial and otherwise, the class representative faced in bringing the suit; the notoriety and personal difficulties encountered by the class representative; the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation. *See Golba v. Dick's*

Sporting Goods, Inc. (2015) 238 Cal.App.4th 1251, 1272; *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, 804.

Here, analyzing those factors weigh in favor of approving Plaintiff's requested service awards of $7,500.00 because request is reasonable given her efforts in this case and the risks she undertook on behalf of Settlement Class Members. Lidman Decl., ¶ 33; Declaration of Dawn Williamson ("Williamson Decl."), ¶¶ 6-15. Plaintiff gathered documents for use in their lawsuits, and worked with Class Counsel on the case, including preparing for mediation and discussing the case, the merits, the defenses, and settlement. *See* Lidman Decl., ¶ 33; Williamson Decl., ¶¶ 6-10. The class has benefited from Plaintiffs' actions as the average settlement amount is **$204.77**.

Further, Plaintiff understood that the lawsuit is a matter of public record and being part of the lawsuit could stigmatize their and/or affect future employment. Williamson Decl., ¶ 7. Plaintiff also understood the risk that she could be liable for Seaport's costs if she lost the case. *Id*. at ¶ 7. Plaintiff accepted these risks and burdens because they wanted Seaport to compensate its current and former employees for unpaid wages. *Id*. at ¶¶ 7-8. Plaintiff estimates she spent approximately 15-20 hours on activities related to this case. *Id*. at ¶ 9.

Moreover, Plaintiff has agreed to release, in addition to the released claims included within the Settlement, all claims, whether known or unknown, under federal, state, or local law against Seaport and the Released Parties. Plaintiff's release includes unknown claims, and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code. Williamson Decl., ¶ 11.

Moreover, after receiving notice of the proposed Class Representative Service Award for Plaintiff, no Class Member has objected to the proposed award, as of the date of this filing. *See* Tevenan Decl., ¶ 15. Thus, the service award to Plaintiff is appropriate and justified as part of the Settlement and should be finally approved.

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V. CONCLUSION

For the reasons stated herein, Plaintiff respectfully submits that this Court should grant Plaintiff's motion in its entirety and adopt the [Proposed] Order Granting Final Approval of Class Action and PAGA Settlement and Entering Judgment submitted herewith.

Dated: April 1, 2026

Respectfully submitted,
LIDMAN LAW, APC

By: ______________________
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