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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

ADA MENDOZA, as an individual and on behalf of all others similarly situated, Plaintiff, vs. DESERT VALLEY DATE, LLC, a California company; JOOLIES, LLC, a Delaware Limited Liability Company; DVD FARMING, LLC, a California Limited Liability Company; DVD FACILITY, LLC a California Limited Liability Company; and DOES 4 through 100, Defendants.	Case No. CVRI2301048 [*Assigned to Hon. Harold W. Hopp Department 1*] **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE PAYMENT** Date: January 9, 2026 Time: 8:30 a.m. Dept.: 1 Action Filed: March 1, 2023 Trial Date: None Set

PLEASE TAKE NOTICE that on January 9, 2026, at 8:30 a.m., or as soon thereafter as the matter may be heard, in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501, Plaintiff Ada Mendoza, individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for entry of an Order pursuant to California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court:

1. Confirming certification of the Settlement Class for settlement purposes under Code of Civil Procedure § 382;
2. Confirming the appointment of Plaintiff Ada Mendoza as Class Representative for settlement purposes;
3. Confirming the appointment of Fletcher W. Schmidt, Paul K. Haines, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC as Class Counsel for settlement purposes;
4. Granting final approval of the proposed Joint Stipulation of Class & Representative PAGA Action Settlement and Release of Claims ("Settlement Agreement");
5. Approving an award of $143,333.33 in attorneys' fees to Class Counsel;
6. Approving an award of $36,119.60 to Class Counsel as reimbursement for actual litigation costs;
7. Approving an award of $6,900.00 in settlement administration costs to Phoenix Settlement Administrators;
8. Approving a Class Representative Service Payment of $10,000.00 to Plaintiff Ada Mendoza for her service as Class Representative; and
9. Entering final judgment in the form of the Proposed Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Payment (the "Proposed Judgment and Order") submitted herewith.

This Motion is made on the following grounds: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes only under Code of Civil

Procedure § 382; (2) Plaintiff and Class Counsel continue to be adequate representatives of the Settlement Class; (3) the Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the requested awards of attorneys' fees and costs, the Class Representative Service Payment, and settlement administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the Proposed Judgment and Order submitted concurrently herewith should be entered to give finality to the Settlement and allow disbursements from the Settlement.

This Motion is further based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of Fletcher W. Schmidt, Paul K. Haines, Andrew J. Rowbotham, Susan J. Perez, Plaintiff Ada Mendoza, Pedro S.G. Rodriguez of Coachella Valley Housing Coalition, Gregory Willsey and Andrea Rosenkranz on behalf of Defendants,[1] and Kevin Lee of Phoenix Settlement Administrators, together with the exhibits attached to those declarations; the Settlement Agreement; all other pleadings and papers on file in this action; and any further oral or documentary evidence or argument presented at the time of hearing.

Dated: December 16, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________
Andrew J. Rowbotham
Attorneys for Plaintiff

[1] Pedro S.G. Rodriguez of Coachella Valley Housing Coalition, Gregory Willsey, and Andrea Rosenkranz submitted declarations in support of preliminary approval on August 1, 2025. For the Court's convenience, Plaintiff resubmits these declarations with this filing.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Ada Mendoza ("Plaintiff") hereby submits this Memorandum of Points and Authorities in support of her Motion for Final Approval of this Class Action Settlement (the "Settlement"). Plaintiff brings the Motion on behalf of all current and former non-exempt employees who worked for Defendants Desert Valley Date LLC, Joolies LLC, DVD Farming LLC, and DVD Facility LLC (collectively, the "Defendants") in California from July 27, 2020 through April 4, 2025 (the "Class Period"). Plaintiff and Defendants are referred herein as the "Parties."

This is a $430,000.00 non-reversionary Settlement. All 334 Participating Class Members will automatically receive Settlement Payments without submitting a claim form. The average Settlement Share is approximately $609.72, and the highest Settlement Share is expected to be approximately $1,167.02. The Settlement also provides additional consideration to the State of California and 279 Aggrieved Employees to resolve the Private Attorneys General Act ("PAGA") claim. The average individual PAGA Payment is approximately $26.88, and the highest additional individual PAGA Payment is expected to be approximately $43.15.[2] The Settlement provides an excellent resolution of the disputed wage and hour claims in light of the litigation risks Plaintiff faced, especially given Defendants' precarious financial condition. The Settlement Administrator received zero Requests for Exclusion and zero workweek disputes. The Settlement Administrator received one objection, which the objector withdrew after confirming it was submitted in error. As a result, all 334 Class Members remain Participating Class Members.

As explained below, the Court should grant Plaintiff's Motion in its entirety because: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes under Code of Civil Procedure § 382; (2) the Settlement 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 Representative Payment, payment to

[2] Aggrieved Employees are defined as all current and former non-exempt employees who worked for Defendants from March 1, 2022 through April 4, 2025 (the "PAGA Period").

the California Labor and Workforce Development Agency ("LWDA"), and settlement administration costs are fair, adequate, and reasonable. In light of the foregoing, this Court should enter the Proposed Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Payment (the "Proposed Judgment and Order"), submitted concurrently herewith.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendants operate a packaging facility that packages dates from local growers and ships them throughout California. Declaration of Andrew J. Rowbotham ("Rowbotham Decl."), ¶ 10. Plaintiff worked for Defendants as a non-exempt "Packager" from approximately August 2020 through January 2023 in Coachella, California. Declaration of Ada Mendoza ("Mendoza Decl."), ¶ 2. Plaintiff's primary job duties included cleaning and packaging dates as they moved along a conveyor belt on an assembly line. *Id*. Like all Class Members, Plaintiff worked for Defendants during the Class Period and was subject to Defendants' alleged unlawful wage and hour policies and practices. Rowbotham Decl., ¶ 10.

On March 1, 2023, Plaintiff filed this wage and hour class action against Defendant Desert Valley Date, LLC, asserting violations of the Labor Code. Rowbotham Decl., ¶ 11. On May 8, 2023, Plaintiff filed the operative First Amended Complaint ("FAC") and added a cause of action for civil penalties under the PAGA. *Id.*

The Parties initially scheduled a private mediation with Todd Smith, Esq. for November 1, 2023. Rowbotham Decl., ¶ 12. In preparation, Defendants produced approximately one-third of the timekeeping records (handwritten and electronic), payroll data, classwide data and the operative employee handbook. *Id.* Plaintiff retained an expert to conduct a comprehensive exposure analysis. *Id.* Shortly before the mediation, Defendants disclosed financial concerns and stated they could not fund a classwide settlement. *Id.* The mediation was canceled and Defendants produced confidential financial documents. *Id.* Plaintiff's forensic accountant reviewed them to assess Defendants' claimed financial condition. *Id.*

Mediation was rescheduled for April 8, 2025 before retired bankruptcy judge Mitchel R. Goldberg. Rowbotham Decl., ¶ 13. During mediation, Judge Goldberg reviewed Defendants' financial documentation and history from 2023 through the date of mediation and questioned Plaintiff's forensic accountant and Defendants' owner Gregory Willsey.[3] *Id.* At the conclusion of the mediation, Judge Goldberg issued a mediator's proposal requiring payment of the Maximum Settlement Amount ("MSA") in nine quarterly installments, with the final payment due on or before June 30, 2028. *Id.* The Parties accepted the proposal. On July 21, 2025, Plaintiff filed DOE amendments substituting Joolies, LLC as "DOE 1," DVD Farming, LLC as "DOE 2," and DVD Facility, LLC as "DOE 3." *Id.* Thereafter, the Parties negotiated and executed the Settlement Agreement. *Id.* The Court preliminarily approved the Settlement on August 29, 2025. *See* Exhibit 1 (Preliminary Approval Order).[4]

On September 25, 2025, the Settlement Administrator mailed the Court-approved Notice Packet via U.S. First-Class Mail to all 334 potential Class Members. The Notice Packet included the Notice of Class Action Settlement ("Class Notice"), the Request for Exclusion Form and the Objection Form. *See* Declaration of Kevin Lee ("Lee Decl."), ¶ 5; Exhibit A. Class Members had until November 10, 2025 to submit disputes, objections or requests for exclusion (the "Response Deadline"). *Id*. ¶¶ 8-10. After the Response Deadline passed, the Settlement Administrator received zero Requests for Exclusion. The Settlement Administrator received one objection, which the objector withdrew after confirming it was submitted in error. *Id.* ¶ 9; Exhibit B. As a result, all 334 Class Members remain Participating Class Members, resulting in a 100% participation rate. *Id*. Plaintiff respectfully submits the Settlement for final approval.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

The Settlement Class includes "all current and former non-exempt employees who worked for Defendants in California from July 27, 2020, through April 4, 2025." *See* Rowbotham Decl.,

[3] A detailed explanation of Defendants' financial condition appears in the Declaration of Gregory Willsey, which Plaintiff previously submitted in support of preliminary approval on August 1, 2025. For the Court's convenience, Plaintiff resubmits the Willsey declaration with this filing.

[4] Plaintiff provided the LWDA with the Settlement Agreement, the moving papers for the Motion for Preliminary Approval and the supplemental declarations submitted in support of that motion. *See* Rowbotham Decl., ¶ 15; Exhibit 2 (LWDA Submission Confirmation).

Exhibit 1. "Class Member" means an individual who is a member of the Settlement Class or, if the individual is incompetent, deceased, or unavailable due to military service, the individual's legal representative or successor in interest, as evidenced by reasonable verification. *See* Settlement, ¶ 2. "Class Member" does not include any person who submits a timely and valid Request for Exclusion. *Id*.

B. <u>Monetary Terms</u>

Defendants will pay a non-reversionary MSA of $430,000.00. *See* Settlement, ¶ 17. The Net Settlement Amount ("NSA") is the amount remaining from the MSA after deducting Court-approved attorneys' fees ($143,333.33), reimbursement of verified costs ($36,119.60), the Class Representative Payment ($10,000.00), settlement administration costs ($6,900.00) and the amount allocated to the LWDA and Aggrieved Employees for their respective shares of PAGA penalties ($30,000.00). See *id*., ¶ 71(a)-(d); Rowbotham Decl., Exhibit 3 (Cost Records). Based on these requested amounts, the NSA totals $203,647.07. *See* Lee Decl., ¶ 13.

Phoenix Settlement Administrators ("Phoenix") will calculate the Settlement Shares based on the proportionate number of workweeks each Participating Class Member worked during the Class Period. *Id*., ¶ 66(b)-(c). Separately, Phoenix will distribute the $7,500.00 allocated to Aggrieved Employees as their share of the $30,000.00 in PAGA civil penalties based on the proportionate number of pay periods each Aggrieved Employee worked during the PAGA Period. *Id*., ¶ 67(b)-(c).

For tax purposes, each Settlement Share will be allocated as 33% wages (subject to applicable withholdings) and 67% penalties and interest (not subject to withholdings). *See* Settlement, ¶ 68. Amounts paid as PAGA civil penalties will be treated as 100% penalties for tax purposes. *Id*., ¶ 69. Defendants will pay the employer's share of payroll taxes separately and in addition to the MSA. *Id*., ¶ 70.

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

On September 18, 2025, Defendants provided Phoenix, the Court-approved Settlement Administrator, with each Class Member's name, last known mailing address, Social Security number, dates of employment and workweeks during the Class Period. *See* Lee Decl., ¶ 3.

Phoenix updated and verified addresses using the National Change of Address ("NCOA") database maintained by the United States Postal Service ("USPS"). Phoenix mailed the Class Notice to all 334 potential Class Members via U.S. First-Class Mail on September 25, 2025. *Id.*, ¶¶ 4-5. After the initial mailing, 49 Class Notices were returned. *Id.*, ¶ 6. Phoenix performed a skip trace and remailed 22 Class Notices. *Id*. Ultimately, 27 Class Notices remain undeliverable. *Id.*, ¶ 7. Class Members had until November 10, 2025 to submit objections, disputes or Requests for Exclusion. *Id.*, ¶¶ 8-10. As of the date of this filing, Phoenix received zero Requests for Exclusion, resulting in a 100% participation rate. *Id.*, ¶¶ 8-11. Phoenix reports zero disputes regarding the information included in the Class Notices. *Id.*, ¶ 10.

D. Timing of Payments

Defendants will deposit the MSA ($430,000.00), along with the amounts necessary to fully pay Defendants' share of payroll taxes, with the Settlement Administrator under the following payment plan: (1) Fifty Thousand Dollars and Zero Cents ($50,000.00) payable upon the Effective Date of the Settlement; (2) Forty-Seven Thousand Five Hundred Dollars and Zero Cents ($47,500.00) payable no later than September 30, 2026; (3) Forty-Seven Thousand Five Hundred Dollars and Zero Cents ($47,500.00) payable no later than December 31, 2026; (4) Forty-Seven Thousand Five Hundred Dollars and Zero Cents ($47,500.00) payable no later than March 31, 2027; (5) Forty-Seven Thousand Five Hundred Dollars and Zero Cents ($47,500.00) payable no later than June 30, 2027; (6) Forty-Seven Thousand Five Hundred Dollars and Zero Cents ($47,500.00) payable no later than September 30, 2027; (7) Forty-Seven Thousand Five Hundred Dollars and Zero Cents ($47,500.00) payable no later than December 31, 2027; (8) Forty-Seven Thousand Five Hundred Dollars and Zero Cents ($47,500.00) payable no later than March 31, 2028; and (9) Forty-Seven Thousand Five Hundred Dollars and Zero Cents ($47,500.00), along with Defendants' share of payroll taxes, payable no later than June 30, 2028. Settlement, ¶ 58(a)-(i). If the Parties obtain Final Approval of the Settlement after September 30, 2026, Defendants' initial payment will include the $50,000.00 initial payment and any quarterly installment(s) due under the Settlement Agreement. *Id.*, ¶ 59.

Phoenix will mail each Class Member his or her Settlement Share and each Aggrieved

Employee his or her individual PAGA Payment via U.S. First-Class Mail within fourteen (14) days after Phoenix receives the final installment of the MSA. *See* Settlement, ¶¶ 60-61. Class Members and Aggrieved Employees will have 180 days from the date Phoenix mails the checks to cash them. *Id*., ¶ 62. If any checks remain uncashed after 180 days, Phoenix will transfer the remaining funds to Coachella Valley Housing Coalition, a nonprofit community development corporation serving farmworkers, their families and other low-income residents in rural and desert communities from Riverside County to Imperial County. *Id., ¶ 63; see also* Declaration of Pedro S.G. Rodriguez ("Rodriguez Decl."), ¶ 3. This distribution complies with Code of Civil Procedure § 384(b).

IV. ARGUMENT

A. This Court Should Confirm its Certification of the Settlement Class

Under Code of Civil Procedure § 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 common questions of law and fact predominate over individual issues; (3) the representative's claims are typical of the class's claims; and (4) the representative will fairly and adequately represent the class's interests. *See Richmond v. Dart Industries, Inc*. (1981) 29 Cal.3d 462, 470.

The Court determined that the Settlement Class satisfies the requirements for class certification for settlement purposes when it granted preliminary approval on August 29, 2025. *See* Rowbotham Decl., Exhibit 1. Since then, no events undermined this determination. The Settlement Administrator received one objection, which the objector withdrew after confirming it was submitted in error. As a result, all Class Members remain in the Settlement, resulting in a 100% participation rate. *See* Lee Decl., ¶ 9. Accordingly, the Court should confirm its conditional certification of the Settlement Class.

B. This Settlement is Fair, Adequate, and Reasonable

California courts have a strong policy in favor of settlement. *See Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. *See Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79. 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 can be heard with respect to the settlement. *Id*. Now that the Settlement Administrator provided notice to the Class Members, Plaintiff respectfully requests that the Court grant final approval of the Settlement as fair, adequate and reasonable.

1. *The Settlement Was the Result of Informed, Arm's-Length Negotiations*

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.* (1996) 48 Cal.App.4th 1794, 1802. 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* (1979) 89 Cal.App.3d 434, 438. 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 to:

> [T]he strength of plaintiff's 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 and give due regard to "what is otherwise a private consensual agreement between the parties." *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.* (2001) 91 Cal.App.4th 224, 250. Because settlements inherently involve compromise, even settlements providing for substantially narrower relief than what may 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 aid of a well-respected and experienced neutral third-party mediator. The Settlement is fair, adequate, and reasonable for all Class Members. Plaintiff maintains her claims are meritorious. Defendants vigorously contest liability and the propriety of class treatment. Plaintiff nevertheless acknowledges the substantial risks and uncertainty of pursuing class certification and trial. Those risks justify a settlement below Plaintiff's estimated maximum exposure, particularly given Defendants' precarious financial condition.

As detailed in Plaintiff's Motion for Preliminary Approval, Defendants contend their timekeeping practices are lawful. Defendants also contend their rounding practice is neutral and operates in an even-handed way, as approved by the Court of Appeal in *See's Candy*. *See* Rowbotham Decl. ¶ 17; *see also See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 907 (holding that an employer may lawfully use a rounding policy if it is "fair and neutral on its face" and "used in such a manner that it will not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked.") Defendants also argue certification is improper because liability would require individualized inquiries into whether employees worked before shifts or engaged in non-compensable activities. Rowbotham Decl., ¶ 17.

Regarding Plaintiff's assertion that Defendants paid employees non-discretionary incentive pay but failed to include that compensation in the regular rate of pay for overtime purposes, Defendants contend all bonus payments were discretionary, based on varying criteria and properly excluded from the regular rate of pay. *See* Rowbotham Decl. ¶ 18. Defendants further assert the claim is unmanageable because it requires individualized inquiries into each payment to determine the terms for earning the bonus, whether those terms were met, whether the bonus was communicated in a manner that renders it non-discretionary and whether any overtime was underpaid. *Id.* Each of these steps would result in an unmanageable series of mini-trials. *Id.*

Defendants argue they maintain a legally compliant written meal period policy and always provided meal periods consistent with that policy. Defendants also argue employers are required to provide the opportunity to take meal periods, not to "ensure" they are taken. *See* Rowbotham Decl. ¶ 19; *see also Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1040-1041 ("[T]he employer is not obligated to police meal breaks and ensure no work thereafter is performed. Bona fide relief from duty and the relinquishing of control satisfies the employer's obligations…") Defendants also assert all employees took their meal periods at the same time each day, which ensured timely 30-minute meal periods and that their auto-deduction practice accurately reflected those meal periods. *See* Rowbotham Decl. ¶ 19. Defendants further argue individualized inquiries will be required to determine the reason for each late, short or missed meal period, whether a valid waiver existed and whether a premium was paid, which precludes class certification. *Id.*

Defendants dispute Plaintiff's rest period claim and assert they maintain a facially lawful written rest period policy and authorize and permit rest periods consistent with California law. *See* Rowbotham Decl. ¶ 20. Defendants argue employees are not required to use the breakrooms for rest periods and are permitted to take longer than 10 minutes to account for dismissal time and time spent walking to and from the breakroom. *Id*. Defendants also assert questions such as whether rest periods were authorized and permitted or voluntarily skipped would overwhelm common issues and raise serious manageability concerns, especially since rest periods are not recorded. *Id*.

Finally, Defendants argue the derivative wage statement, waiting time and PAGA claims must also fail because Plaintiff's underlying claims will fail. *See* Rowbotham Decl. ¶ 21; *see Price v. Starbucks Corp*. (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Defendants further argue Plaintiff cannot show any wage statement violation was "knowing and intentional" or that employees "suffered injury" as required by Labor Code § 226(e). *See* Rowbotham Decl. ¶ 21; *see* Labor Code

§ 226(e)(1). Defendants also contend their good faith defenses to the underlying claims preclude waiting time penalties because those penalties require a "willful" failure to pay wages. *See* Rowbotham Decl. ¶ 21. Defendants also assert the Court should exercise its discretion to substantially reduce any PAGA penalties awarded. *Id*.; *see also* 8 Cal. Code Regs. § 13520 ("[A] good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203."); Labor Code § 2699(e)(2) (court may reduce civil penalties to avoid an award that is "unjust, arbitrary and oppressive, or confiscatory").

These considerations bore heavily on the negotiations leading to the Settlement and confirm the Settlement is a fair, adequate and reasonable compromise in light of the risks of further litigation and Defendants' precarious financial condition. As detailed in Plaintiff's Motion for Preliminary Approval, Class Counsel and their retained expert vetted the claims and analyzed Defendants' data to build a comprehensive damages model and calculate damages. Shortly before the mediation, Defendants disclosed financial concerns and stated they could not fund a classwide settlement. Defendants produced confidential financial documents and Plaintiff's forensic accountant reviewed them to assess Defendants' claimed financial condition. After these analyses, the Parties participated in mediation and reached the Settlement now before the Court. These risks are not exhaustive, but they show the Settlement is fair, adequate and reasonable.

2. *Class Members Are Compensated Based on the Extent of Their Injury*

Phoenix will calculate Settlement Shares based on the proportionate number of workweeks each Participating Class Member worked during the Class Period. *See* Settlement, ¶ 66(b)-(c). The Settlement allocates Settlement Shares in proportion to the workweeks each Class Member worked during the Class Period, which ties recovery to the estimated extent of injury. Class Members who worked more workweeks faced more of the alleged wage and hour violations than those who worked fewer workweeks, and only Aggrieved Employees are eligible to receive PAGA Payment Shares. This formula tracks the damages and penalties at issue and is therefore fair, adequate and reasonable.

3. *The 100% Participation Rate Supports Final Approval*

The Class Members' response to the Settlement is relevant in evaluating whether it merits final approval. *Dunk*, *supra*, 48 Cal.App.4th at 1801. Further, the absence of objections and requests for exclusion support 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). Phoenix received zero Requests for Exclusion. Phoenix received one objection, which the objector withdrew after confirming it was submitted in error. As a result, all Class Members remain Participating Class Members, resulting in a 100% participation rate. *See* Lee Decl., ¶¶ 8-10. This overwhelmingly positive reaction from the Class Members further confirms that the Settlement is fair, adequate, and reasonable.

C. **<u>The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the Maximum Settlement Amount Confirmed by a Lodestar Cross-Check</u>**

Plaintiff and the Class Members are entitled to recover their attorneys' fees and costs for their wage claims. *See* Labor Code §§ 226(e), 1194, 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* (1987) 43 Cal.3d 1281, 1290-91; *Westside Community for Independent Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 352-53; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 (finding that "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.").

California state and federal courts routinely award fees of one-third of the settlement fund in class actions. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11; *see also Wershba*, *supra*, 91 Cal.App.4th at 254 (recognizing the "percentage of recovery" method); *In re Pacific Enterprises Securities Litig*., 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award). Indeed, the California Supreme Court approved the use of the "percentage of fund" method in California. *See Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506 ("the 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 Rawlings v. Prudential-Bache Properties, Inc.,* 9 F.3d 513, 516 (6th Cir. 1993) (holding that the percentage of the fund method more accurately reflects the results achieved 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 (3d 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."). This is consistent with Class Counsel's experience in similar wage-and-hour class action matters. *See* Rowbotham Decl., ¶ 22.

Class Counsel requests $143,333.33 in attorneys' fees, which is one-third of the MSA. This matches the percentage sought in *Laffitte* and is fair and reasonable based on the percentage of recovery method. Rowbotham Decl., ¶ 22. In *Laffitte*, the California Supreme Court held that trial courts have discretion to assess the reasonableness of fee awards with tools such as the "lodestar cross-check," whereby the trial court calculates counsel's lodestar and determines whether the "lodestar multiplier" needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte,* 1 Cal.5th at 503-06. Under the lodestar method, the court multiplies the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates, then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the contingent nature of the case and the degree of success achieved. *See Serrano v. Priest*, (1977) 20 Cal.3d 25, 48-49; *Ketchum v. Moses*, (2001) 24 Cal.4th 1122, 1132-36; *Thayer v. Wells Fargo Bank*, (2001) 92 Cal.App.4th 819, 834 ("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*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *Coalition for L.*

County Planning etc. Interest v. Bd. of Supervisors, (1977) 76 Cal.App.3d 241, 251 (approving multiplier of approximately 12.8). In class and representative actions, where the value of the benefit conferred "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*, (2009) 175 Cal.App.4th 545, 557.

Class Counsel has a lodestar of $129,662.50, which results in a multiplier of approximately 1.11 when compared to the $143,333.33 fee request. Rowbotham Decl., ¶ 22. A summary of the hours worked by each attorney and paralegal appears below. *Id*. The billing rates used are reasonable in light of the evidence submitted herewith and have been approved by multiple courts throughout California.[5] *See* Rowbotham Decl., ¶¶ 4, 22; Exhibit 4 (Billing Summary); Exhibit 5 (Laffey Matrix); Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-11; Declaration of Fletcher W. Schmidt ("Schmidt Decl."), ¶¶ 2-9; Declaration of Susan J. Perez ("Perez Decl."), ¶¶ 2-6.

Name	**Rate**	**Hours**	**Pre-Multiplier Lodestar**
Paul K. Haines (19th Year Attorney)	$925	4.5	$4,162.50
Fletcher W. Schmidt (13th Year Attorney)	$825	35.8	$29,535.00
Andrew J. Rowbotham (11th Year Attorney)	$725	82.4	$59,740.00
Susan J. Perez (6th Year Attorney)	$550	61.5	$33,825.00
HLG Paralegals	$200	12.0	$2,400.00
Total Lodestar			**$129,662.50**

[5] When setting rates, courts should utilize attorneys' "current" rates, i.e., their rates at the time of the fee application. This accounts for the delay in receiving payment, as well as lost interest and inflation. *See Graham v. DaimlerChrysler Corp*. (2004) 34 Cal.4th 553, 584 (approving use of present-day rates to account for the delay in payment); P*ennsylvania v. Delaware Valley Citizens' Council for Clean Air* (1987) 483 U.S. 711, 716 ("In setting fees for prevailing counsel, the courts have regularly recognized the delay factor…by basing the award on current rates."); *Bouman v. Block*, 940 F.2d 1211, 1235 (9th Cir.1991) (affirming district court's use of current hourly rates).

As discussed above, this case presented significant risks to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Since undertaking representation of Plaintiff, Class Counsel has devoted substantial time to this litigation without receiving any compensation to date. *See* Rowbotham Decl., ¶ 23. Class Counsel's efforts included a pre-filing investigation, analysis of Plaintiff's claims, legal research and analysis and review of Defendants' confidential financial information. *Id.* Class Counsel also reviewed and evaluated the timekeeping and payroll records with a retained expert to build a comprehensive damages model, worked with a forensic accountant to analyze Defendants' confidential financial information, participated in mediation and settlement negotiations, drafted the Memorandum of Understanding, long-form Settlement Agreement and Class Notice, prepared the Motions for Preliminary and Final Approval, oversaw the notice process, fielded questions from Class Members and otherwise litigated the case. *Id*. Additionally, Class Counsel has expended $36,119.60 in litigation costs. *See* Rowbotham Decl., ¶ 16, Exhibit 3.

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 both plaintiff and defense-side wage and hour class and representative action litigation, and collectively bring four decades of experience in this field. *See* Rowbotham Decl., ¶¶ 2-4, 24; *see also generally* Haines Decl.; Schmidt Decl.; and Perez Decl. Class Counsel have also been certified as class counsel in numerous other cases in both State and federal court. *Id*. Class Counsel's experience in similar matters was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. 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. Because it is reasonable to compensate Class Counsel equal with their skill, reputation, and experience, the requested fee award of one-third of the MSA is fair and reasonable and should therefore be approved.

D. <u>The Court Should Approve the Requested Cost Reimbursement</u>

Class Counsel incurred $36,119.60 in litigation costs and respectfully requests reimbursement. This amount is less than the $40,000.00 cap the Court preliminarily approved in the Settlement Agreement.[6] *See* Rowbotham Decl., ¶ 25; Exhibits 1, 3 and 6; see also Settlement, ¶ 5. The difference between the $40,000.00 cap and the amount requested will remain in the NSA and will be distributed to Participating Class Members.

Class Counsel's request is fair, adequate, and reasonable, as all these costs are documented and reasonably incurred. *See* Rowbotham Decl., Exhibit 3. Moreover, the types of costs for which reimbursement is sought are 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, legal research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable).

Phoenix received one objection, which the objector withdrew after confirming it was submitted in error. No objections remain to the Settlement, including Class Counsel's request for up to $40,000.00 in reimbursement of verified costs. *See* Lee Decl., ¶ 9. Because the cost reimbursements were reasonably incurred, and no objections remain, the Court should approve Class Counsel's request for reimbursement of $36,119.60 in litigation costs.

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

Plaintiff also requests that the Court approve $6,900.00 in administration costs to Phoenix as the Settlement Administrator. *See* Rowbotham Decl., ¶ 26; Lee Decl., ¶ 21, Exhibit C. As detailed in the declaration of Kevin Lee submitted concurrently with this Motion, Phoenix performed duties in connection with this Settlement that were integral in effectuating the

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[6] Class Counsel retained Dr. J. Michael DuMond, Ph.D., of Berkeley Research Group, and his staff, as well as Keith D. Messerschmidt, CPA/ABV, a forensic accountant, to perform expert analyses in this case. *See* Rowbotham Decl., ¶ 25. Copies of Dr. DuMond's invoice and Mr. Messerschmidt's invoices are attached to the Rowbotham Decl. as Exhibit 6.

Settlement and the Notice process. Phoenix calculated each Class Member's Settlement Share and individual PAGA Payment. Phoenix updated addresses in the data supplied by Defendants, formatted the Class Notices for mailing, mailed the Class Notices to all 334 individuals eligible to participate in the Settlement, provided weekly status reports to the Parties and otherwise administered the Settlement. *See generally,* Lee Decl. For these reasons, Phoenix's requested costs are fair, reasonable, and adequate, and should be finally approved.

F. <u>The Court Should Approve Plaintiff's Class Representative Service Payment</u>

Courts routinely approve service awards 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* (2004) 115 Cal.App.4th 715, 726 (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 $50,000.00 service payment).

Plaintiff seeks a Class Representative Service Payment of $10,000.00. Plaintiff submits this amount is fair and reasonable in light of her substantial efforts and the risks undertaken on behalf of the Settlement Class. *See* Rowbotham Decl., ¶ 27; Mendoza Decl., ¶¶ 6-7; Settlement, ¶¶ 8, 71(a). The requested Service Payment falls within the range of awards regularly approved by California courts. *See, e.g., Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior Court (awarding $10,000 enhancement awards to each of fourteen (14) named plaintiffs); *Fidelina Rangel v. Forest River, Inc.*, Case No. CIVD1706616, San Bernardino County Superior Court, Hon. David Cohn, presiding (awarding $10,000 enhancement award to the named plaintiff); *Anthony Controulis, et al. v. Anheuser-Busch, LLC*, Case No. BC518518, Los Angeles County Superior Court (awarding $10,000 enhancement awards to each of two named plaintiffs); *Damontae Levinston, et al. v. Commerce Distribution Company LLC, et al.*, Case No. 22STCV05730, Los Angeles County Superior Court (awarding $10,000 enhancement awards to each of four named plaintiffs); *Torres Dawson, et al. v. Wonderful Pistachios and Almonds, LLC*, Kern County Superior Court, Case No. BCV-17-100848 (same); *Koreisz v. On Q Financial Inc.*, Ventura County Superior Court, Case No. 56-2018-00517126-CU-OE-VTA (same).

Plaintiff's requested Service Payment recognizes the time, effort and personal sacrifice she expended on behalf of the Settlement Class throughout the litigation. Plaintiff searched for and provided relevant documents, provided factual information to Class Counsel, participated in multiple calls to discuss the claims and company policies and reviewed documents and filings related to the case. Plaintiff also assisted with mediation preparation, remained available during mediation to respond to factual inquiries from opposing counsel and the mediator and discussed the settlement terms with Class Counsel, including whether she believed the settlement was fair. *See* Mendoza Decl., ¶ 7. Plaintiff estimates she devoted approximately 20-30 hours to tasks that contributed directly to the resolution of this matter. *Id*. Plaintiff's requested Service Payment is justified in light of the work she performed and the risks she assumed as the named plaintiff. Plaintiff's name is now associated with a wage and hour class action against a former employer. Plaintiff also agreed to a general release of all claims subject to a waiver of Civil Code § 1542. *See* Rowbotham Decl., ¶ 28; Mendoza Decl., ¶ 6; Settlement, ¶ 74.

V. <u>CONCLUSION</u>

For the reasons stated herein, Plaintiff respectfully submits that this Court should grant Plaintiff's Motion in its entirety and adopt the Proposed Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Payment, submitted herewith.

Dated: December 16, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________
Andrew J. Rowbotham
Attorneys for Plaintiff