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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CHETERRA YOUNG, an Individual, on behalf of herself and all others similarly situated, Plaintiff, v. PFT ALEXANDER, INC., a California corporation; and DOES 1 through 10, inclusive, Defendant.	Case No. 23STCV07449 ASSIGNED FOR ALL PURPOSES TO: Hon. Timothy Patrick Dillon Department 15 **<u>CLASS AND REPRESENTATIVE ACTION</u>** **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND APPROVAL OF ATTORNEYS' FEES AND COSTS AND CLASS REPRESENTATIVE'S SERVICE PAYMENT** Date: March 25, 2026 Time: 10:00 a.m. Dept.: 15 Complaint filed: April 5, 2023

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I. INTRODUCTION

Class Counsel successfully negotiated and seeks final approval[1] of a California class and representative action Settlement against Defendant PFT Alexander, Inc. ("PFT" or "Defendant"), which provides a common fund of $225,000.00 to be paid to 56 Settlement Class Members. This Settlement resolves the claims of current and former non-exempt, hourly paid employees who worked for PFT in California at any time between April 5, 2019 and July 30, 2024.

100% of the money will be paid out as there is no reversion to Defendant. The response to the Settlement is overwhelmingly positive - out of 56 Settlement Class Members who received the notice, there are no objections and no opt outs. Declaration of Taylor Mitzner of Phoenix Settlement Administrators ("Phoenix Decl."), ¶¶7,8. The average Class Member will receive a settlement payment of approximately $2,097.79, and the highest settlement payment will be $4,950.58. *Id.* at ¶13. In addition, 42 Aggrieved Employees will share in the PAGA Penalties, receiving a highest Individual PAGA Payment of approximately $101.21, and an average Individual PAGA Payment of approximately $66.13. *Id.* at ¶14; Declaration of Michael D. Singer ("Singer Decl."), ¶15.

Class Counsel's fee request of $75,000, one-third of the Maximum Settlement Amount, is well within the range commonly awarded in comparable cases and is well-justified here, particularly considering the results achieved on behalf of the Class, and the amount of work contributed by Class Counsel during this litigation. Class Counsel's fee request is also supported by a lodestar multiplier cross-check. Singer Decl., ¶¶28, 32, 34.

Plaintiff's counsel total lodestar in this matter is $80,452.75. Singer Decl., ¶30, Ex. 1; Declaration of David Markham ("Markham Decl."), ¶¶11-16, Ex. 1. Using this total lodestar, no multiplier is needed to meet the fee requested. Singer Decl., ¶35.

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[1] This memorandum is 19 pages, exceeding the 15-page limit set forth in CRC 3.1113 because it addresses not only final approval of the settlement, but also the separate request for attorneys' fees and costs, the class representative's service payment, and administration costs. Plaintiff respectfully submits that the additional length will assist the Court in reviewing and understanding the complexities presented by this Motion. The Parties have stipulated to the additional pages.

Plaintiff further requests the Court award Counsel $7,500 for out-of-pocket litigation costs, although actual costs total $8,256. These costs are reasonable and were necessary to conduct the litigation. Singer Decl., ¶¶28, 30, 42; Markham Decl., ¶17, Ex. 1. Also, the Settlement Administrator, Phoenix Settlement Administrators, shall be awarded $3,773.88 for its services in administering this Settlement. Phoenix Decl., ¶17, Ex. B.

Lastly, Plaintiff Cheterra Young requests a Service Payment of $10,000 for her services to the Class. Plaintiff performed her duties as the Class Representative and has always put the interest of Class Members above her own. This amount is justified by Plaintiff's dedication to this action, and the risks undertaken in commencing this suit. *See* Declaration of Cheterra Young ("Young Decl.").

II. THE SETTLEMENT MEETS THE CRITERIA FOR FINAL APPROVAL

A. Legal Standard for Final Approval

The settlement of a class action requires approval of the court. Cal. Rules of Court, Rule 3.769. To warrant final approval, a class settlement must be fair, adequate, and reasonable. *Dunk v. Ford Motor Co.* (1982) 48 Cal.App.4th 1794, 1801 (citation omitted). The purpose of this requirement is to "prevent fraud, collusion or unfairness to the class." *Id*. at p. 1800. The court has broad discretion in determining whether to approve or reject a proposed settlement, but generally, there is a strong judicial preference for pre–trial settlement of complex class actions. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245 (disapproved on other grounds by *Butler v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260); *Officers for Justice v. Civil Serv. Comm'n of S.F.* (9th Cir. 1982) 688 F.2d 615, 625; *7-Eleven Owners for Fair Franchising v. Southland Corp*. (2000) 85 Cal. App. 4th 1135, 1145.

Courts consider the relevant factors when evaluating the fairness of a class action settlement, including "the strength of the 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." *Dunk,* 48 Cal.App.4th at p.

1801 (citations omitted). These factors are not exhaustive, and courts are "free to engage in a balancing and weighing of factors depending on the circumstances of each case." *Wershba,* 91 Cal.App.4th at p. 245.

Generally, a presumption of fairness exists where: (1) the settlement is reached through arm's–length negotiations; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *Dunk*, 48 Cal.App.4th at p. 1802. Ultimately, the court "must at least satisfy itself that the class settlement is within the 'ballpark' of reasonableness," which requires receiving "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 133. This Settlement satisfies these requirements, for the following reasons.

1. The Settlement is the Product of Arm's Length and Informed Negotiations

A presumption of fairness generally applies to a class settlement that resulted from arm's–length negotiations. *Dunk,* 48 Cal.App.4th at pp. 1801-02. This Settlement is the product of arm's–length bargaining between attorneys who are highly experienced in complex class actions. Singer Decl., ¶¶2-14, 16; Markham Decl., ¶¶3-9. Settlement Class Counsel thoroughly evaluated the evidence supporting the claims and defenses at issue, and were very well positioned to evaluate the Settlement's relative strengths and benefits. The parties are well–versed in the evidentiary record upon which Plaintiff's claims are based. Singer Decl., ¶¶16, 23. At the time of mediation, the Parties understood their respective positions. *Id*. As a result of the work performed in this case, the real value of the class claims was well known, and Class Counsel determined that the Settlement with PFT is fair, reasonable, and adequate.

Lastly, "[t]he assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive." *Satchell v. Fed. Express Corp*. (N.D. Cal. Apr. 13, 2007) 2007 WL 1114010, at *4; *see also Kullar*, 168 Cal.App.4th at p. 129. Here, the Parties engaged in mediation before experienced neutral, Kevin Barnes, Esq. Singer Decl., ¶23. The involvement of a mediator further supports the finding that the settlement was free of collusion.

Additionally, after additional weeks of arms'-length negotiations, the Parties finalized the terms of the settlement agreement submitted for the Court's approval. Thus, this factor warrants approval.

2. The Settlement Amount is Fair and Reasonable

To determine the fairness of the proposed settlement amount, the strength of the plaintiff's case on the merits is balanced against the settlement offer. *Nat'l Rural Telecomm. v. DirectTV, Inc*. (C.D. Cal. 2004) 221 F.R.D. 523, 526. Even where plaintiff's case might be strong, litigation poses risks, especially where the defendant denies liability. *See Thieriot v. Celtic Ins. Co*. (N.D. Cal. Apr. 21, 2011) 2011 WL 1522385, at *5.

Here, the Maximum Settlement Amount of $225,000.00 is fair and reasonable as it guarantees cash payments to Class Members, without any risks, costs, and uncertainty of prolonged litigation. Singer Decl., ¶¶14, 17, 18. Plaintiff incorporates by reference the *Kullar* analysis performed in Plaintiff's motion for preliminary approval filed on August 29, 2024. In summary, PFT's maximum potential liability for Plaintiff's direct claims is $1,412,360.00, and an additional $622,030.00 for Plaintiff's derivative wage statement and waiting time penalties claims, possible only if Plaintiff prevailed on her underlying claims, for a total of $2,034,390.00. *Id*. Thus, the Maximum Settlement Amount of $225,000.00 represents almost 16% of Defendant's maximum potential liability for Plaintiff's direct claims, and over 11% of Defendant's maximum potential liability for Plaintiff's non-PAGA claims. This result is well within the range of settlements commonly approved by California state and district courts. *Id*.; *see also* P&As in support of Prelim. Approval at 14:13-18.

Taking all these factors into consideration, this Settlement is an excellent result and "the fact that a proposed settlement may only amount to a fraction of the potential recovery does not…mean that [it]…should be disapproved." *7-Eleven Owners,* 85 Cal.App.4th at p. 1150, citing *Linney v. Cellular Alaska P'ship* (9th Cir. 1998) 151 F.3d 1234, 1242. Thus, this factor warrants approval.

3. Sufficient Discovery has been Completed to Warrant Settlement

Another factor reinforcing the presumption of fairness is whether sufficient investigation and discovery has been conducted to allow the counsel and the court to assess the fairness of the settlement. *Dunk*, 48 Cal.App.4th at p. 1802. However, the settlement can be approved even in the absence of any discovery, if other factors are satisfied. *In re TD Ameritrade Account Holder Litig.* (N.D. Cal. Sept. 13, 2011) 2011 WL 4079226, at *6. The bottom line is "the parties have sufficient information to make an informed decision about settlement." *Durham v. Cont'l Cent. Credit, Inc.* (S.D. Cal. Jan. 10, 2011) 2011 WL 90253, at *3, citing *Linney,* 151 F.3d at p. 1239.

The Parties carefully investigated the claims and facts alleged in this action, and Plaintiff has made a thorough study of the legal principles applicable to the claims asserted against Defendant. Defendant produced its employee handbook containing policies at issue in this action, and a 5% class sample of time and pay records for class members (Plaintiff and two other employees). This sample is sufficient for purposes of this settlement, because Defendant does not dispute that until approximately April 26, 2023, it did not record meal break periods for *any* employee, nor paid any meal or rest break premiums. As a result of investigation and discovery, the Parties had a clear understanding of their respective claims and defenses. Singer Decl., ¶19.

At the time the Parties engaged in negotiations, they knew and understood their respective positions. As a result of the investigation and analysis performed in this case, the real value of the class claims was well known, and the Parties and the Court had sufficient information to act intelligently in agreeing to, and approving, the settlement. *See Wershba,* 91 Cal.App.4th at p. 245; *see also Kullar,* 168 Cal.App.4th at p. 129. Thus, this factor warrants approval.

4. Class Counsel is Experienced, and Endorses the Settlement

In contemplating the final approval of the settlement, courts consider Class Counsel's experience and success in similar class actions. *Dunk,* 48 Cal.App.4th at p. 1802. Class Counsel's recommendation of the settlement should be given weight because "[p]arties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in the litigation." *In re Pacific Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378.

Here, Class Counsel has extensive experience in wage and hour class actions, having worked on and settled hundreds of complex employment law cases for decades. *See* Singer Decl., ¶¶2-13; Markham Decl., ¶¶3-9. Through their extensive investigation, discovery, and settlement, Class Counsel have a thorough understanding of this action and believe this Settlement meets the standard required for the Court's approval. Singer Decl., ¶¶16, 19; Markham Decl., ¶¶2, 19. Class Counsel's experience and endorsement of this Settlement warrants final approval.

5. Class Members' Positive Reaction Warrants Final Approval

Another factor that may be considered at final approval is the reaction of Class Members to the settlement. *Dunk,* 48 Cal.App.4th at p. 1801. Here, the Class reaction to the proposed Settlement has been overwhelmingly favorable. Per the Court's Order preliminarily approving the settlement, the Class Notice was mailed to all Class Members on December 19, 2025. Phoenix Decl., ¶5, Ex. A. No notices have been returned. *Id*., ¶6. Not a single Class Member objected to the Settlement or opted out. *Id*. at ¶¶7, 8. "The absence of any objector strongly supports the fairness, reasonableness, and adequacy of the settlement." *Martin v. AmeriPride Servs*. (S.D. Cal. June 9, 2011) 2011 WL 2313604, at *7; *In re Omnivision Techs., Inc*. (N.D. Cal. 2007) 559 F.Supp.2d 1036, 1043; *see also Dunk*, 48 Cal.App.4th at p. 1802; *Nobles v. MBNA Corp*. (N.D. Cal. June 29, 2009) 2009 WL 1854965, at *2, (marginal opt outs from the Settlement suggests the Settlement is fair, adequate, and reasonable.).

The lack of objections and opt outs indicates the Settlement is adequate.

6. The Proposed Plan of Allocation is Fair and Reasonable

Plans of allocation are subject to the same standard of review as class action settlements; they must be "fair, adequate and reasonable." *Officers of Justice*, 668 F.2d at pp. 624-25, 628-30. The proposed plan of allocation of the settlement funds in this case is fair and reasonable, and should be given final approval by the Court.

The Class Notice informed Class Members how all of the Settlement funds would be allocated and the Class Members' estimated individual recovery. Specifically, the Class Notice explained the payment to the Class Members would be calculated based on the number of workweeks worked during the Settlement Class Period. Phoenix Decl., Ex. A, p. 2, ¶4. This formula is realistic because Settlement Class Members' individual recovery is proportionate to the amount of time they were employed with Defendant. Singer Decl., ¶25. This plan of allocation is fair and reasonable, and therefore warrants approval.

7. Uncashed Check Distribution is Proper

Settlement checks will be valid and negotiable for 180 calendar days. Settlement Agreement, ¶8.8. Any funds associated with checks that have not been cashed within 180 calendar days, will become void and the Individual Settlement Amount associated with the uncashed check will be remitted pursuant to Code of Civil Procedure section 384 to the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual whose check was uncashed. *Id.* In no event will any of the funds revert to Defendant. *Id*. The Settlement Administrator will prepare a declaration regarding the status of the settlement checks after the expiration of the 180-day cashing period. Phoenix Decl., ¶18; Singer Decl., ¶26.

8. The Presence of Government Participant

Most courts have granted final approval to settlements that settle PAGA claims without directly addressing the "governmental participant" factor; instead, they have typically weighted the appropriateness of the PAGA allocation to the LWDA as part of the overall amount offered in the settlement. *Torchia v. W.W. Grainger, Inc.* (E.D. Cal. 2014) 304 F.R.D. 256, 263, n.2 (granting final approval to settlement that included $7,500 for the LWDA to settle PAGA claims out of a $1.3 million net settlement and noting that the governmental participant factor "does not weigh in the Court's analysis because the government is not a party in this action"). As the Court has already preliminarily approved the allocation of $11,250.00 to cover claims for civil penalties under PAGA when the Court granted Plaintiff's Motion for Preliminary Approval, the Court need not engage in any further analysis of the "governmental participant" factor. The LWDA was timely served with the proposed Settlement Agreement in this action and did not object to the amount of PAGA penalties. Singer Decl., ¶27.

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B. The Class Received Adequate Notice

The Court–approved Class Notice adequately protects the due process rights of all Class Members, and satisfied California Rules of Court, Rules 3.766 and 3.769(f). The manner of giving notice, and the content of the notice, must "fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings." *7-Eleven Owners,* 85 Cal.App.4th at p. 1164 (citations omitted). Appropriate notices have a "reasonable chance of reaching a substantial percentage of the class members." *Wershba,* 91 Cal.App.4th at p. 251 (citation omitted).

Here, Plaintiff complied with the Court–approved Notice plan. The Notice was highly informative, as it advised Class Members, in simple terms, of: (1) basic information about this action and the Settlement; (2) an estimate of workweeks worked by Class Members during the Class Period and an explanation how Class Members can dispute this estimate; (3) an estimate of the Individual Settlement Amounts; (4) an explanation how Class Members can exercise their right to opt out from, or object to, the Settlement; (5) an explanation that any claims against the Defendant that could have been litigated in this Action will be released if the Class Member does not opt out; (6) the date of the Fairness Hearing and an explanation of eligibility to appear at the Fairness Hearing; and (7) the telephone number Class Members can use to obtain more information, as well as the website where settlement documents are available. *See* Phoenix Decl., Ex. A.

Lastly, the Notice disclosed how much of the Settlement amounts would be allocated as attorneys' fees and costs, the Service Payment for the named Plaintiff, and the estimated Settlement Administration Costs. Phoenix Decl., Ex. A, p. 2, ¶3.

In sum, the Notice plan was carefully tailored to apprise Class Members of the Settlement and this approval process. Thus, the Notice is reasonable and satisfies due process and the requirements of California law.

III. LEGAL BASIS FOR AN AWARD OF ATTORNEYS' FEES AND COSTS

The decision to award attorneys' fees "is committed to the sound discretion of the trial court." *Olson v. Cohen* (2003) 106 Cal. App. 4th 1209, 1217. Under California law, the court awards reasonable attorneys' fees and costs when a litigant proceeding in a representative capacity secures a "substantial benefit" for a class of persons. *Serrano v. Priest* (1977) 20 Cal. 3d 25, 38.

The lodestar-multiplier method with a percentage of the fund cross-check is a benchmark method for the determination of the attorneys' fee award in a case such as this one, where the fees are to be paid from a common settlement fund obtained for the benefit of the class. *Hanlon v. Chrysler Corp.* (1999) 150 F.3d 1011, 1029; *Dunk,*48 Cal.App.4th at p. 1810. Class Counsel's lodestar is the reasonable number of hours expended for the services provided, multiplied by the reasonable hourly rate, calculated at prevailing market rates for the same services. *Hensley v. Eckerhart* (1983) 461 U.S. 424, 433. The lodestar figure may be then adjusted based on the consideration of specific factors, in order to fix the fee award at the fair market value for the legal services provided in a contingent fee case. *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 556-57. These factors include the novelty and difficulty of the questions presented; time and labor required; skill of the attorneys; preclusion of other employment; contingent risk of the action; awards in similar cases, and results achieved. However, it is not a strict formula, and the court need not discuss each factor. *People ex rel. Dept. of Transp. v. Yuki* (1995) 31 Cal.App.4th 1754, 1771; *see also Serrano*, 20 Cal.3d at p. 49.

Further, the percentage of the fund method is also a valuable tool to determine an amount of a reasonable fee. *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503. The awarding of a fee based on a percentage of the common fund recovered is to "spread litigation costs proportionately among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.

Lastly, equity supports the award of attorney fees. Class actions serve the policy goals of efficient judicial management; they set a procedure where one judgment covers all claimants, ensuring the rights of citizens are exonerated, even where their individual claims are relatively small and/or their financial means are lean, such that an attorney would be unlikely to accept the financial risk of an individual representation. *Keating v. Super. Ct*. (1982) 31 Cal. 3d 584, 609 (reversed in part on other grounds). Accordingly, "it is well settled that the lawyer who creates a common fund is allowed an *extra* reward...so that he might share the wealth of those upon whom he has conferred a benefit." *Paul, Johnson, Alston & Hunt v. Graulty* (9th Cir. 1989) 886 F.2d 268, 271 (emphasis in original). Here, equity supports an award of attorneys' fees and costs, because without this class action, individual claims would likely never see the light of day, nor achieve corrective measures or compensate a class.

IV. FEE AWARD IS PROPER UNDER THE LODESTAR/MULTIPLIER METHOD

The method for assessing whether a fee award in a wage and hour class action such as this one is reasonable is the lodestar/multiplier method. A "strong presumption" exists that the lodestar amount represents a reasonable fee. *Chavez v. Blue Sky Nat. Beverage Co.* (N.D. Cal. June 1, 2012) 2012 WL 12921300, at *4, citing *Gates v. Deukmejian* (9th Cir. 1992) 987 F.2d 1392, 1397. The lodestar amount is calculated by multiplying all reasonable hours spent on the case by Class Counsel's reasonable hourly rate. *Hensley*, 461 U.S. at p. 433. The lodestar figure can be then augmented or multiplied to reflect additional factors to consider in determining a reasonable attorney fee award. *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1048-50. The California Supreme Court confirmed this lodestar approach:

> The reasonable hourly rate is that prevailing in the community for similar work. The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided.

PLCM Group. Inc. v. Drexler (2000) 22 Cal. 4th 1084, 1095 (internal quotations omitted).

Here, consideration of Class Counsel's lodestar strongly supports the reasonableness of the requested fee award. Class Counsel seeks an attorneys' fee award of $75,000 whereas Class Counsel's lodestar in this case is $80,452.75. Singer Decl., ¶¶28, 30, Ex. 1; Markham Decl., ¶¶11-16, Ex. 1. If the fee award were calculated using the lodestar, rather than the common fund method, no multiplier would be needed. The request represents a "negative multiplier" of 0.93. ($75,000/$80,452= 93.2%). Singer Decl., ¶35.

Further, the 149.7 hours Class Counsel expanded in this action are reasonable, as well as the $8,256.41 out-of-pocket costs Class Counsel incurred while prosecuting this action. Singer Decl., ¶¶30, 42, Ex. 1; Markham Decl., ¶17, Ex. 1.

A. Counsel's Hourly Rates are Reasonable

Class Counsel is entitled to the hourly rates charged by attorneys of comparable experience, reputation, and ability for similar litigation. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1133. "Generally, the courts will look to equally difficult or complex types of litigation to determine which market rates to apply." *Syers Props. III v. Rankin* (2014) 226 Cal. App. 4th 691, 700. Payment at full market rates is essential to fulfill the goal of enticing qualified counsel to undertake difficult complex litigation, such as this one. *San Bernardino Valley Audubon Soc'y v. Cnty. of San Bernardino* (1984) 155 Cal. App. 3d 738, 755. Here, Class Counsel has significant experience with complex wage and hour class action cases and regularly litigates wage and hour claims justifying comparable fee awards in Superior Courts throughout California. Singer Decl., ¶¶3-13, 34; Markham Decl., ¶¶3-9. The accompanying declarations of Class Counsel set forth the hours of work and billing rates used to calculate the lodestar. Singer Decl., ¶¶30, 39, Ex. 1; Markham Decl., ¶¶13-16, Ex. 1. Attorney declarations are satisfactory evidence of prevailing market rates. *Raining Data Corp. v. Barrenechea* (2009) 175 Cal.App.4th 1363, 1375; *Welch v. Metro. Life Ins. Co*. (9th Cir. 2007) 480 F.3d 942, 947.

Here, the requested hourly rates have already been approved by many courts in other employment-related actions, where Plaintiff's counsel also served as a Class Counsel, and are in line with the market rates throughout California. *See Schneider v. Chipotle Mexican Grill, Inc*. (N.D. Cal. Nov. 4, 2020) 2020 WL 6484833, at *11 (finding that rates between $425-$695 for associates, and $830-$1,275 for partners, are "in line with prevailing rates in this district for personnel of comparable experience, skill, and reputation."); *see also Hefler v. Wells Fargo & Co*. (N.D. Cal. Dec. 18, 2018) 2018 WL 6619983, at *14 (approving rates ranging from $650 to $1,250 for partners or senior counsel, and $400 to $650 for associates); *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig*. (N.D. Cal. Mar. 17, 2017) 2017 WL 1047834, at *5 (approving billing rates ranging from $275 to $1600 for partners, $150 to $790 for associates, and $80 to $490 for paralegals). Those rates are in line with the hourly rates Class Counsel request here: $700 to $1,250 for partners, $400 for an associate with 7 years of experience, and $175-$200 for paralegals. Singer Decl., ¶¶30, 39, 40, Ex. 2; Markham Decl.,

¶¶12-16. Class Counsel's skill and experience justify these rates. Plaintiff's attorneys practice litigation with a focus on representing employees in wage and hour class actions, are held in high regard by the legal community, and their practice is a very specialized and high-risk area of law. *See* Singer Decl., ¶¶3-13; Markham Decl., ¶¶3-9.

B. Counsel's Hours Spent on the Case are Reasonable

Class Counsel are entitled to be compensated for reasonable time spent at all points in the litigation. Reasonable hours include, in addition to time spent during litigation, the time spent before the action is filed, including time spent interviewing the clients, investigating the facts and the law, and preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54, 62. Further, the fee award should include fees incurred to establish and defend the attorneys' fee claim. *Serrano v. Unruh* (1982) 32 Cal.3d 621, 639.

Here, Counsel spent 149.7 hours litigating this case and bringing it to fruition. This includes time billed investigating the claims and drafting pleadings, law and motion practice, preparing for and attending mediation, court appearances, reviewing documents, researching legal authorities, and extensive communications and meetings among the Parties and counsel. Singer Decl., ¶¶19, 23, 30, Ex. 1; Markham Decl., ¶¶13-16, Ex. 1. Further, Class Counsel will incur additional billable hours of at least 10-20 hours to oversee the settlement distribution process. Singer Decl., ¶31. Thus, Class Counsel requests that the court find that these hours were reasonably expended in this litigation.

V. FACTORS JUSTIFYING THE APPROVAL OF THE REQUESTED ATTORNEY FEE AWARD ARE SATISFIED

In determining the reasonableness of a fee request (and a multiplier), the Court considers a variety of factors, such as: (a) the results achieved; (b) the risk involved with the litigation; (c) counsel's skill, experience, and quality of work; (d) the contingent nature of the fee; (e) awards made in similar cases; (f) the reaction of the class; and (g) the comparison of the benchmark with counsel's lodestar. *Craft v. Cty. of San Bernardino* (C.D. Cal. 2008) 624 F. Supp. 2d 1113, 1116–17; *Serrano v. Priest,* 20 Cal.3d at p. 49. Here, those factors are satisfied.

A. The Results Achieved

"The total result and benefit to the class from the litigation is the most critical factor in granting a fee award." *In re Omnivision Technologies, Inc.*, 559 F.Supp.2d at p. 1046; *Glendora Cmty. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 465, 475-76; *Lealao v. Beneficial California* (2000) 82 Cal.App.4th 19, 40. Here, the all-cash Settlement amount is $225,000.00 without any risks, costs, and uncertainty of prolonged litigation. Class Members need not do anything to receive a payment. As presented in Plaintiff's Motion for Preliminary Approval, which Plaintiff incorporates here by reference, the Settlement of $225,000.00 represents almost 16% of PFT's maximum potential liability for Plaintiff's direct claims, and over 11% of PFT's maximum liability for all Plaintiff's non-PAGA claims. This recovery is well within the range of recoveries approved by other courts. *Bellinghausen v. Tractor Supply Co.* (N.D. Cal. 2014) 303 F.R.D. 611, 623-24 (finding settlement amount of a wage and hour class action that equaled between 9% and 27% of the total potential liability was fair, adequate and reasonable given the uncertainty of continued litigation); *Thomas v. Cognizant Tech. Sols. U.S. Corp.* (C.D. Cal. June 24, 2013) 2013 WL 12371622, at *6 (granting final approval in wage and hour action where settlement encompassed between 4.4% and 5% of the Gross estimated liability figure); *Stovall-Gusman v. W.W. Granger, Inc.* (N.D. Cal. June 17, 2015) 2015 WL 3776765, at *4 (granting final approval where total settlement amount represented approximately 10% of potential value). Simply put, "the fact that a proposed settlement may only amount to a fraction of the potential recovery does not… mean that [it]…should be disapproved." *7-Eleven Owners,* 85 Cal.App.4th at p. 1150 (citation omitted).

This Settlement provides substantial relief to all Class Members without further delay, and without the risks associated with arbitration proceedings, trial, and appeal. *See* Singer Decl., ¶¶15, 17. Thus, the results achieved weigh in favor of granting the requested attorneys' fees.

B. The Risk Involved with the Litigation

The risk that further litigation might result in no recovery for Plaintiff is an important factor to consider in the award of fees. Here, the average settlement award is approximately $2,097.79 and the highest $4,950.58, which Class Members will obtain without any further litigation. Phoenix Decl., ¶13. Plaintiff acknowledges her claims face substantial difficulties, and there are substantial risks that the continued litigation would not yield a better result than this settlement. Singer Decl., ¶17.

Although Plaintiff would rely on time records to invoke the presumption under *Donohue v. AMN Servs., LL* (2021) 11 Cal.5th 58, Defendant could argue rebuttal requires individualized inquiries not suitable for class treatment. There is also no standalone claim for inaccurate payroll records under Labor Code section 1174(d), only PAGA penalties. *Byrd v. Masonite Corp*. (C.D. Cal. 2016) 215 F.Supp.3d 859, 864–65. Defendant would further contend its meal period and overtime policies are lawful, prohibit off-the-clock work, and that substantial overtime was paid. Singer Decl., ¶20. As to rest breaks, Defendant would argue no duty exists to advise employees of premium pay and that damages are difficult to calculate because breaks were not recorded. *Id*., ¶21.

Plaintiff's wage statement and waiting time claims are derivative and fail if the underlying claims fail. *Gomez v. Lincare, Inc*. (2009) 173 Cal.App.4th 508, 524–25. Also, Defendant would likely assert that wages that were not paid cannot form the basis of these derivative claims based on *Maldonado v. Epsilon Plastics, Inc*. (2018) 22 Cal.App.5th 1308, 1336-37. Singer Decl., ¶22.

Plaintiff faced a substantial risk that her claims would not be certified if the litigation continued. Thus, this risk factor weighs in favor of awarding the requested attorneys' fees.

C. Counsel's Skill, Experience, and Quality of Work

"The prosecution and management of a complex class action require unique legal skills and abilities." *Knight v. Red Door Salons, Inc*. (N.D. Cal. Feb. 2, 2009) 2009 WL 248367, at *6, citing *Edmonds v. United States* (D.S.C. 1987) 658 F.Supp.1126, 1137. Here, Class Counsel has decades of experience in prosecuting complex class actions - in particular class actions for violations of state and federal wage and hour laws - and has achieved settlements amounting to hundreds of millions of dollars on behalf of class members. Class Counsel has been lead or co-lead counsel in hundreds of class action cases in California and throughout the United States, and was counsel of record in over thirty reported appellate cases. Singer Decl., ¶¶3-13; Markham Decl., ¶¶3-9. Thus, this factor supports the requested attorneys' fees.

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D. The Contingent Nature of the Fee

Courts have long recognized the public interest is served by rewarding attorneys who assume representation on a contingent basis with an enhanced fee to compensate them for the risk they might be paid nothing at all for their work. *See Greene v. Dillingham Constr. NA., Inc*. (2002) 101 Cal.App.4th 418, 428-29. Without the premium incentives for risk, most attorneys would not accept cases on a contingency basis. Thus, a "contingent fee must be higher than a fee for the same legal services paid as they are performed." *Ketchum,* 24 Cal.4th at pp. 1132-33.

Here, Class Counsel prosecuted this case on a contingent basis, agreeing to advance all necessary expenses and taking a risk that they would not get paid at all if there is no recovery. Class Counsel's outlay of time and money in this case has been considerable. Class Counsel have spent nearly 149.7 hours investigating, analyzing, researching, litigating, and negotiating a favorable resolution of this case, and have incurred $8,256.41 in necessary litigation expenses. Singer Decl., ¶¶30, 42; Markham Decl., ¶¶ 11-17.

Class Counsel expended these resources despite the risk they may never be compensated at all. Class Counsel's "substantial outlay, when there is a risk that none of it will be recovered, further supports the award of the requested fees" here. *In re Omnivision*, 559 F. Supp. 2d at p. 1047. Thus, this factor favors award of the requested attorneys' fees.

E. Awards Made in Similar Cases

Here, Plaintiff's counsel is seeking one-third of the Maximum Settlement Amount in attorneys' fees, which is the typical fee request frequently approved by the California state courts. "A 33% fee award is both reasonable, and in line with the general market for contingent fee work." *Craft,* 624 F.Supp. at p. 1124; *See Laffitte,* 1 Cal.5th at pp. 486, 506 (one-third of the settlement fund in attorneys' fees affirmed); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. CA 2010) 266 F.R.D. 482, 491-92 (33.33% of the common fund in attorneys' fees awarded); *Fernandez v. Victoria's Secret Stores* (C.D. Cal. July 21, 2008) 2008 WL 8150856, at *11 (awarding 34% of the common fund); *Singer v. Becton Dickinson and Co.* (S.D. Cal. June 1, 2010) 2010 WL 2196104, * 8 (approving fee award of 33.33% of the common fund and holding that award was similar to awards in three other wage and hour class action cases where fees ranged from 30.3% to 40%); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. Nov. 14, 2007) 2007 WL 3492841, at *1, 3-4 (approving fee award of 33% of the class recovery in wage and hour class action involving allegations of unpaid wages and missed meal and rest breaks for a class of delivery drivers).

In sum, at one-third of the Maximum Settlement Amount, the fee award sought here is within the range of the fees frequently awarded in class action cases. Thus, $75,000 of the Maximum Settlement Amount in attorneys' fees is warranted.

F. The Reaction of the Class

The reaction of the class may also be taken into account when determining the reasonableness of a fee request. *Nat'l Rural Telecomm. Coop.,* 221 F.R.D. at p. 529 ("It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.").

Here, the court-approved notice, clearly and explicitly stating the intention of Class Counsel to request $75,000 in attorneys' fees, was mailed to all Class Members on December 19, 2025. Phoenix Decl., ¶5, Ex. A, p. 2, ¶3. To date, not a single Class Members opted out of the Settlement nor objected to it. *Id*. at ¶¶7, 8. The absence of any objection to the request of attorneys' fees, after notice, indicates its reasonableness. *In re Immune Response Sec. Litig.* (S.D. Cal. 2007) 497 F. Supp. 2d 1166, 1177. Thus, this factor supports an award of the requested attorneys' fees.

G. The Comparison of the Benchmark with Counsel's Lodestar

Courts often compare an attorney's lodestar with a fee request made under the percentage of the fund method as a "cross-check" on the reasonableness of the requested fee. See *Vizcaino*, 290 F.3d at p. 1050; *Lealao*, 82 Cal.App.4th at pp. 49-50; *In re Consumer Privacy Cases*, 175 Cal.App. at p. 557.

Here, Plaintiff's attorneys spent 149.7 hours to achieve the Settlement, resulting in a total lodestar of $80,452.75 and negative multiplier of 0.93. Singer Decl., ¶¶30, 35, Ex. 1; Markham Decl., ¶¶11-16, Ex. 1. Class Counsel's work was reasonable and necessary and reflected in the excellent result achieved. Singer Decl. ¶15.

VI. CLASS COUNSEL'S COSTS WERE REASONABLY INCURRED

As part of the Settlement Agreement, the Parties agreed that Class Counsel shall recover their actual litigation costs incurred from the Class Settlement Amount, not to exceed $7,500. Settlement Agreement, ¶ V.A. It is well settled that lawyers whose efforts resulted in creating a common fund for the benefit of the class are entitled to recover reasonable costs incurred in successful prosecution of the action. *In re Media Vision Tech. Sec. Litig.* (N.D. Cal.1996) 913 F.Supp. 1362, 1366; *Wininger v. SI Mgmt., L.P.* (9th Cir. 2002) 301 F.3d 1115, 1120–21.

Here, Class Counsel's actual litigation costs are $8,256.41. These expenses were necessary for this litigation and include the amounts paid for court filing fees, mediation fees and costs, research and delivery charges, all of which are costs normally billed to and paid by the client. These costs were reasonably incurred in the prosecution of this matter and are authorized by the Settlement Agreement. The details of those costs are set forth in Class Counsel's declarations. Singer Decl., ¶42; Markham Decl., ¶17, Ex. 1. Plaintiff requests the Court award Plaintiff's counsel $7,500 as reimbursement of out-of-pocket litigation costs, the maximum amount of costs per the terms of the Settlement Agreement.

VII. CLASS REPRESENTATIVE'S SERVICE PAYMENT IS FAIR

Plaintiff Cheterra Young requests approval of the proposed Service Payment of $10,000 for her time and effort in representing the Class. Settlement Agreement, ¶ V.A. "Incentive awards [for class representatives] are fairly typical in class actions." *In re Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393, citing *Rodriguez v. West Publ'g*, (9th Cir. 2009) 563 F.3d 948, 958. California courts agree that a class representative is entitled to such an award. *In re Cellphone Termination,* 186 Cal.App.4th at p. 1394. "Since without a named plaintiff there can be no class action, such compensation as may be necessary to induce him to participate in the suit could be thought the equivalent of the lawyers' nonlegal but essential case-specific expenses, such as long-distance phone calls, which are reimbursable." *Clark v. Am. Residential Servs*. (2009) 175 Cal.App.4th 785, 804, citing *Matter of Cont'l Ill. Sec. Litig*. (7th Cir. 1992) 962 F.2d 566, 571.

The requested Service Payment is warranted based on: (1) the amount of time Plaintiff spent on behalf of the Class; (2) the fact that Plaintiff made her private employment information public, and will bear the stigma of bringing a class action wage dispute against an employer, a large corporation; and (3) the fact that Plaintiff subjected herself to the risks associated with litigation, including the risk of being liable for Defendant's litigation costs. *See* Young Decl., ¶¶7-15. This last factor is a significant one for a wage earner, and the potential risk is very real. *See Whiteway v. FedEx Kinkos Office & Print Svcs., Inc.* (N.D. Cal. Dec. 17, 2007) 2007 WL 4531783, at *3 ("the few courts to consider this 'class representatives' dilemma' have not found it inequitable to assess costs upon the lead or named plaintiff in a class action.").

Here, the requested Service Payment of $10,000 to Plaintiff is just and reasonable. It is based on the extent of Plaintiff's participation in this action, and is not conditioned upon Plaintiff's support of the settlement. *Cf. Radcliffe v. Experian Info. Solutions, Inc*. (2013) 715 F.3d 1157, 1165. Plaintiff devoted approximately 70-80 hours to the litigation of this case. Young Decl., ¶9. Plaintiff spent significant time on pre-litigation investigation and correspondence, document search and review, interviews and correspondence with their attorneys, being on standby and providing information during mediation, and reviewing settlement documents and preparing declarations. Plaintiff sacrificed time away from her family and other obligations including her current employment and endured emotional strain and hardships to participate in this case, including loss of income. *Id*. at ¶¶9-12. Further, Plaintiff risked securing future employment by participating in this action. *Id*. at ¶13. Also, Plaintiff signed a general release and waiver of claims of every nature and description, which is a broader release than unnamed Class Members'. *Id*. at ¶7*; see also Richardson v. THD At-Home Services, Inc.* (E. D. Cal. Apr. 6, 2016) 2016 WL 1366952, at *13.

Further, courts award incentive awards in – and above - this range. *Dearaujo v. Regis Corp.* (E.D. Cal. July 21, 2017) 2017 WL 3116626, at *9, *15 (awarding a $15,000 incentive award which was over 15 times the average per class member recovery in a wage and hour class action); *Ross v. U.S. Bank Nat'l Ass'n* (N.D. Cal. Sept. 29, 2010) 2010 WL 3833922, at *3 (approving an award of $20,000 to each of four named plaintiffs based on their contributions to litigation and the risk that being a class representative would harm their reputation); *see also Ridgeway v. Wal-Mart Stores Inc.* (N.D. Cal., Sept. 14, 2017) 2017 WL 4071293, at *19 ($15,000 incentive awards for each of the named plaintiffs awarded); *Low v. Trump University, LLC* (S.D. Cal. 2017) 246 F.Supp.3d 1295, 1316 ($15,000 incentive award approved where plaintiffs "devoted significant amounts of time and energy" to the action).

In sum, Plaintiff contributed substantially to securing a favorable settlement for 56 participating Class Members. Class Members stand to receive significant payments in this settlement – up to $4,950.58 - without any further litigation. Phoenix Decl., ¶13. In light of these substantial recoveries for absent Class Members, who were not required to take any action to obtain them, the Plaintiff's proposed incentive award is not disproportionate. Plaintiff has no conflicts of interest with any members of the Class, and has represented the best interests of the class as a whole. Young Decl., ¶17.

Lastly, none of the Class Members objected to the requested service payment, and it can therefore be inferred that Class Members do not oppose this award. Phoenix Decl., ¶8; *see also Martin,* 2011 WL 2313604 at *9. Thus, the requested service payment to Plaintiff is justified and proper.

VIII. CONCLUSION

Plaintiff respectfully requests the Court grant Plaintiff's motion.

Respectfully submitted,

THE MARKHAM LAW FIRM
COHELAN KHOURY & SINGER

Dated: March 3, 2026

By: ________________________
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