HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
CARLOS JIMENEZ, SBN 227534
carlos@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff
MARIA GRISELDA CASTILLO

[*Additional counsel on following page*]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MARIA GRISELDA CASTILLO, individually and on behalf of others similarly situated, and as an aggrieved employee and private attorney general;

Plaintiff

vs.

DONALDSON COMPANY, INC. dba DONALDSON FILTRATION SOLUTIONS, a Delaware Corporation; and DOES 1 through 50, inclusive;

Defendants

Case No.: 23STCV07645

Assigned for All Purposes to the Hon. Elihu M. Berle, Dept. 6

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

Date: June 17, 2025
Time: 9:00 a.m.
Dept.: 6

Complaint Filed: April 6, 2023
FAC Filed: June 9, 2023
SAC Filed: November 4, 2024
Trial Date: None Set

Arrash T. Fattahi (SBN 333676)
afattahi@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff
MARIA GRISELDA CASTILLO

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

PLEASE TAKE NOTICE THAT on June 17, 2025 at 9:00 a.m. in Department 6 of the above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012, pursuant to Code of Civil Procedure §382 and California Rule of Court 3.769, Named Plaintiff Maria Griselda Castillo ("Plaintiff") will apply to this Court for an order granting final approval of the proposed Amended Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement Agreement") between Plaintiff and Defendant Donaldson Company, Inc. ("Defendants"). As part of that approval, the Plaintiff will request that the Court:

Specifically, Plaintiff requests that the Court enter an Order:

1. Grant final approval of the Settlement Agreement attached to the Declaration of Carlos Jimenez, Esq., on the grounds that the proposed settlement is fair, adequate, and reasonable because;

    a. The non-reversionary Net Settlement Amount of approximately $1,036,320.55 will be paid out to the Participating Class Members;

    b. Proper Notice was provided to all Class Members pursuant to the terms of the Settlement;

    c. As of the filing of this motion, there have been no objections to the Settlement;

    d. As of the filing of this motion, no Class Members have requested to be excluded from the Settlement, leaving 240 members in the Settlement Class;

2. Award attorneys' fees in the amount Six Hundred Thirty Thousand Dollars and Zero Cents ($630,000.00) (35% of the Gross Settlement Amount) to Protection Law Group, LLP and Wilshire Law Frim ("Class Counsel");

3. Award costs in the amount of $18.229.45 to Class Counsel for litigation costs and expenses;

4. Award payment of $6,950.00 to the Settlement Administrator, ILYM Group, Inc, for the costs of settlement administration;

5. Award a class representative incentive payment of $8,500.00 to Plaintiff Maria Griselda Castillo;

6. Approve payment of $100,000.00 for penalties pursuant to California Labor Code Section 2698 et. seq. the Private Attorneys General Act of 2004 ("PAGA") and the distribution of seventy-five percent of these penalties ($75,000.00) to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent ($25,000.00) to class members who worked within the PAGA Period ("PAGA Members"); and

7. Order the funding and distribution of the Gross Settlement Amount in the manner set forth in the Settlement.

The motion is based upon this notice; the attached memorandum of points and authorities; the Declaration of Carlos Jimenez, Esq.; the Declaration of Arrash Fattahi, Esq.; the Declaration of Plaintiff Maria Griselda Castillo; the Declaration of Nathalie Hernandez on behalf of ILYM Group, Inc.; the pleadings and other records on file with the Court in this matter, and any other further evidence or argument that the Court may properly receive at or before the hearing.

DATED: May 22, 2025 Respectfully submitted,

PROTECTION LAW GROUP, LLP

By: ______________________________

HEATHER DAVIS
AMIR NAYEBDADASH
CARLOS JIMENEZ
Attorneys for Plaintiff
MARIA GRISELDA CASTILLO

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

Other Authorities

Rules

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Named Plaintiff Maria Griselda Castillo ("Plaintiff") seeks final approval of the Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") with Defendant Donaldson Company, Inc. ("Defendant"). The settlement provides for: (1) A non-reversionary Gross Settlement Amount of $1,800,000.00); (2) attorneys' fees in the amount of $630,000.00 (35% of the Gross Settlement Amount); (3) actual litigation costs and expenses incurred by Class Counsel in the amount of $18,229.45; (4) payment of $100,000.00 for PAGA Penalties (75% of which shall be distributed to the LWDA and 25% to PAGA Members); (5) payment of $6,950.00 to the Settlement Administrator, ILYM Group, Inc. ("ILYM"); and (6) a requested class representative service award payment of $8,500.00 to Plaintiff. The result is a Net Settlement Amount ("NSA") of $1,036,320.55 that will be distributed to a Class of 240 Participating Class Members who worked for Defendant as non-exempt employees in the State of California at any time from April 6, 2019 through February 16, 2024. Participating Class Members will receive an average Individual Settlement Payment of approximately $4,318.00 and a high payment of $10,268.60. Declaration of Nathalie Hernandez of ILYM Group, Inc. ("ILYM Decl.") ¶14. PAGA Members will receive an average of $141.24, with the estimated highest payment being $260.50. ILYM Decl. ¶14.

At Preliminary Approval, the Court established a presumption of fairness after extensively analyzing the terms of the Settlement and underlying settlement efforts. This presumption of fairness is confirmed here following notice of the proposed settlement to the class. There have been zero requests for exclusion, and there have been zero objections to the terms of the proposed settlement. ILYM Decl. ¶¶11-13. The lack of objections and the lack of requests for exclusion is further evidence, in addition to the factors extensively analyzed at Preliminary Approval, that demonstrate the Settlement is a fair and reasonable result. Accordingly, the Court should approve of the proposed Settlement.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant is a publicly-traded filtration company headquartered in Minneapolis, Minnesota with over 13,000 employees worldwide. Declaration of Carlos Jimenez in Support of Motion to Final

Approval of Class Action and PAGA Settlement ("Jimenez Decl.") ¶14. Plaintiff worked for Defendant as an hourly-paid, non-exempt employee from approximately 1985 to approximately May 2022 as a martial assembler. Jimenez Decl. ¶15; *see also* Declaration of Plaintiff Maria Giselda Castillo ("Plaintiff Decl.") ¶3.

Protection Law Group, LLP, PC has been actively engaged in the litigation of this matter since the inception of the above-captioned action, which was commenced by Plaintiff in April 2023. Jimenez Decl.") ¶16. Since joining forces and associating with the Wilshire Law Firm, PLC, as co-counsel in the above-captioned action, both firms have worked closely with each other to prosecute the above-captioned action. Jimenez Decl. ¶17.

On April 3, 2023, Plaintiff sent a notice to Defendant and the California Labor & Workforce Development Agency ("LWDA") alleging wage and hour violations pursuant to the Private Attorneys General Act ("PAGA," Labor Code §§ 2699, et seq.). Jimenez Decl. ¶18, **Ex. 2**. On April 6, 2023, Plaintiff filed a putative wage and hour class action complaint against Defendant for: (1) unpaid overtime (Labor Code §§ 510 and 1198); (2) unpaid meal period premiums (Labor Code §§ 226.7 and 512(a)); (3) unpaid rest period premiums (Labor Code § 226.7); (4) unpaid minimum wages (Labor Code §§ 1194, 1197, and 1197.1); (5) final wages not timely paid (Labor Code §§ 201, 202, and 203); (6) wages not timely paid during employment (Labor Code §§ 204 and 210); (7) failure to provide accurate wage statements (Labor Code § 226(a)); (8) failure to pay accrued vacation (Labor Code § 227.3); and (9) violation of Cal. Business & Professions Code §§17200, et seq. *Id*. ¶19. On June 9, 2023, Plaintiff filed a First Amended Class Action and Representative Action Complaint, adding a claim for civil penalties under PAGA. *Id*, ¶20.

Prior to serving discovery, Plaintiff was able to get Defendant to agree to stay formal discovery, exchange informal discovery and engage in a private mediation with Eve Wagner, Esq. Pursuant to this agreement, and prior to mediating this action, the Parties exchanged documents and information. Jimenez Decl. ¶21. Thereafter, the Parties spent considerable time negating a Joint Stipulation Regarding Discovery and Mediation and Proposed Order ("Mediation Stipulation"). After extensive meet and confer Mediation Stipulation, on August 14, 2023, the Parties filed the Mediation Stipulation. On August 15, 2023, the Court signed the Mediation Stipulation. *Id*. ¶22.

Pursuant to the Mediation Stipulation, Defendant produced a twenty percent (20%) sampling of timekeeping and pay records for the class members (approximately 5,000 workweeks). My office then entered the approximate 5,000 shifts into a sample size calculator, the number of shifts in the sampling indicated a 1.62% margin of error on a 99% confidence interval.[1] Defendant also provided documents of its wage and hour policies and practices during the class period, and information regarding the total number of current and former employees in its informal discovery responses. *Id*. ¶23.

After reviewing documents regarding Defendant's wage and hour policies and practices and analyzing Defendant's timekeeping and payroll records, Plaintiff was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum monetary exposure for all claims. Plaintiff also investigated the applicable law regarding the claims and defenses asserted in the litigation. Jimenez Decl. ¶24.

On October 19, 2023, the Parties participated in private mediation with experienced class action mediator Eve Wagner, Esq. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, and the assistance of the mediator, the Parties were able to resolve the Action for a Total Settlement Amount of One Million Eight Hundred Thousand Dollars and Zero Cents ($1,800,000.00). Jimenez Decl. ¶25.

The Parties spent considerable time negotiating and finalizing the terms of a Memorandum of Understanding ("MOU"). Jimenez Decl. ¶26. Thereafter, the Parties spent considerable time negotiating and finalizing the terms of the long form agreement. Between January 6 and 15, 2024,

---

[1] The margin of error was calculated by visiting https://www.checkmarket.com/sample-size-calculator/#sample-size-margin-of-error-calculator ("Calculate sample size margin of error" at the bottom of the webpage) and: 1) entering in a "[p]opulation size" of 24,178 (representative of the total number of workweeks worked by the class members); 2) entering 5,000 (representative of the number of workweeks analyzed by the expert) for the "[n]umber of respondents;" and 3) placing the "[c]onfidence level" at 99%.

the Parties fully executed a Joint Stipulation of Class Action and PAGA Settlement. *Id.* ¶27.

Prior to reaching this settlement, Plaintiff conducted informal discovery concerning the claims set forth in the litigation, such as a sampling of class member timekeeping and payroll records, Defendant's policies and procedures concerning the payment of wages, the provision of meal and rest breaks, issuance of wage statements, vacation pay, reimbursement of necessary business expenses, and providing all wages during employment and at separation, as well as information regarding the number of putative class members and the mix of current versus former employees, and the wage rates in effect. Jimenez Decl. ¶28.

On February 9, 2024, Plaintiff (through our Co-Class Counsel) filed her Motion for Preliminary Approval ("MPA"). Jimenez Decl. ¶29. On March 11, 2024, the Court continued the MPA hearing to July 9, 2024. *Id.* ¶30.

After meeting and conferring with Defendant, the Parties filed a Joint Stipulation to file a Second Amended Complaint ("SAC") on April 30, 2024 adding a cause of action for failure to indemnify employees for business expenditures. Jimenez Decl. ¶31. On June 25, 2024, the Court continued the MPA hearing to October 23, 2024. *Id.* ¶32.

On October 23, 2024, the Parties appeared at the MPA hearing. At the MPA hearing, the Court Ordered the Parties to file SAC, revised documents and a declaration, including a redline copy of the Settlement Agreement, consistent with the discussions at the hearing by November 6, 2024, and continued the MPA hearing to December 6, 2024. Jimenez Decl. ¶33. On October 23, 2024, the Parties filed a second Joint Stipulation to file a SAC. *Id.* ¶34. The Court signed the Order re the Joint Stipulation to file a SAC on October 30, 2024, and Plaintiff filed her SAC on November 4, 2024. *Id.* ¶35.

Between November 4, 2024 and December 13, 2024, the Parties met and conferred regarding the Amended Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement Agreement") and filed multiple stipulations extending Plaintiff's deadline to submit a revised Settlement Agreement. Jimenez Decl. ¶36. Being unable to agree, the Parties requested the Court to get involved and provide direction to the Parties. *Id.* ¶37.

At the continued December 24, 2024 MPA Hearing, the Court made the following Orders: a.

The Court approved ILYM Group, Inc. ("ILYM") as the settlement administrator; b. Defendant was ordered to send the class list to the settlement administrator by January 6, 2025; c. The ILYM was ordered to complete the workweek calculation by January 21, 2025; the MPA hearing was continued to February 25, 2025; and the Parties need to file revised documents stating the changes made to the agreement with a redlined copy by February 10, 2025. Jimenez Decl. ¶38.

On or about, January 6, 2025, ILYM notified Plaintiff that it was in receipt of the Class Data from Defendant. Jimenez Decl. ¶39. On January 20, 2025, ILYM completed the workweek calculation and notified the Parties that there are 240 class members with 25,634 workweeks and 177 aggrieved employees with 9,405 pay periods. *Id*. ¶40.

Following the January 20, 2025 notification from ILYM confirming that the escalator clause was not triggered, the Parties met and conferred, revised and finalized the Settlement Agreement. Jimenez Decl. ¶41.

On February 10, 2025, Plaintiff filed a Declaration attaching a fully-executed copy of the Settlement Agreement, and a redlined copy of the Settlement Agreement showing the revisions made. Jimenez Decl. ¶42, **Ex. 1**. On February 25, 2025, the Court granted Preliminary Approval, ordered Plaintiff to submit a revised Proposed Order. *Id*. ¶43.

On March 4, 2025, Plaintiff submitted the revised Proposed Order, which the Court signed on March 6, 2025. Jimenez Decl. ¶44. On March 12, 2025, Plaintiff sent the Class Notice (in Word and PDF), the March 6, 2025 Order, and the Settlement Agreement to ILYM. *Id*. ¶45.

Now, following notice of the proposed settlement to the Class and providing Class Members the opportunity of opt-out of the Settlement or be heard, Plaintiff moves for final approval of the Settlement and have notified the LWDA of the hearing date, time and location for the scheduled final approval hearing on this matter. Jimenez Decl. ¶46, **Ex. 5**.

III. <u>THE ADMINISTRATION PROCESS AND PLAN OF DISTRIBUTION</u>

On January 6, 2025, ILYM informed Class Counsel that it had received the class data file from Counsel for Defendant, which contained the name, personal number, social security number, last known mailing address, last known telephone number, class workweek counts, pay period counts, and employment dates each Settlement Class Member. The Class List contained 240 Class Members with 25,634 Workweeks, and 177 PAGA Members with 9,405 pay periods. Jimenez Decl. ¶56.

On March 12, 2025, Class Counsel sent the Class Notice (in Word and PDF), the March 6, 2025 Order, and the Settlement Agreement to ILYM. Jimenez Decl. ¶57; ILYM Decl. ¶4. The Agreement included the formula for determining the estimated sum to paid to each individual. Jimenez Decl. ¶58.

After receiving the Order and Notice Packet, and as part of the preparation for mailing, ILYM processed all 240 names and addresses contained in the class list against the National Change of Address database maintained by the U.S. Postal Service in an attempt to verify the Class Members mailing address and then mailed the Notice Packet in English and Spanish to the Class Members on March 19, 2025. If a notice was returned to ILYM without a forwarding address, ILYM performed a computerized skip trace in an effort to obtain an updated address to remail the Notice Packet. Using these processes, ILYM successfully delivered 3 out of 5 returned notices. Jimenez Decl. ¶59; ILYM Decl. ¶6.

Following final approval of the settlement, and within 15 business days of the Effective Date, Defendant shall provide ILYM with the Gross Settlement Amount. Thereafter, within 14 calendar days of the funding date, the Settlement Administrator shall make all Court-approved payments, including payments to (a) the Participating Class Members and PAGA Members; (b) Plaintiff; (c) Class Counsel; (d) the LWDA; and (e) itself, for Court-approved services. Jimenez Decl. ¶60; see Ex. 1 - Settlement Agreement ¶¶42-42.

IV. <u>STANDARD OF REVIEW FOR FINAL APPROVAL</u>

The settlement of a class action requires court approval. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996). California courts look to federal authority for guidance with class action settlements. *Id.* at 1801, n.7. “In general, questions whether a settlement was fair and reasonable, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court’s broad discretion.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (disapproved on other grounds).

Accordingly, a court’s decision to approve a class action settlement may be reversed only upon a strong showing of “clear abuse of discretion.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026

(9th Cir. 1998). To determine whether the settlement is fair, courts consider relevant factors such as "the 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, 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 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba*, 91 Cal.App.4th at 245 (disapproved of on other grounds).

In considering the class settlement, the court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute. *7-Eleven Owners for Fair Franchising v. Southland Corp*., 85 Cal.App.4th 1135, 1146 (2000). The inquiry is not whether the settlement agreement is the best one that class members could have possibly obtained, but whether the settlement taken as a whole is "fair, adequate, and reasonable." *See Chavez v. Netflix, Inc*., 162 Cal.App.4th 43, 55 (2008). Even if the relief afforded by the proposed settlement is substantially narrower than it would be if the lawsuit was to be successfully litigated, that is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding prolonged litigation. *Id*. The burden is on the proponent of the settlement to show that it is fair and reasonable. *Id*. at 245 (disapproved of on other grounds). However, a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (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. *In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 723 (2006).

V. <u>THE SETTLEMENT IS PRESUMED FAIR</u>

Because this court preliminarily approved the Settlement, it necessarily determined that the Settlement appeared to be fair and reasonable. The same factors that allowed the Court to preliminarily approve the settlement apply here and are reinforced in these moving papers including that: (1) the Settlement was reached through arm's-length bargaining; (2) investigation and discovery were sufficient to allow counsel and the court to act intelligently; and (3) class counsel is experienced in similar litigation. Additionally, the reaction of the class members, which was unknown at preliminary approval, also supports the reasonableness of the proposed Settlement. *See generally*, Davis Decl. ¶¶18-42.

A. The Settlement Was Reached Through Arm's-Length Bargaining

California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." *Wershba*, 91 Cal.App.4th at 245 (disapproved on other grounds); *see also Clark v. Am. Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009). Here, Defendant disputed liability, and settlement negotiations were at all times at arm's length and adversarial. Indeed, the material terms of the Settlement were only reached after extensive settlement discussions including a full-day of mediation with a highly respected mediator. The Parties also engaged in extensive negotiations before finalizing the long-form agreement presently before the Court. At all times, Plaintiff was willing and prepared to litigate this Action if the parties had been unable to reach a favorable resolution. Jimenez Decl. ¶¶18-42.

B. There Was Sufficient Investigation, Discovery and Analysis by Experienced Class Counsel

Class Counsel conducted significant investigation into the claims alleged by Plaintiff before reaching a settlement in this matter. Class Counsel met with Plaintiff, conducted legal research regarding the applicable Labor Code Sections and thoroughly researched Defendant's employment policies and practices. Prior to mediation, the parties engaged in extensive informal discovery. As previously reviewed by the Court and set forth extensively in Plaintiff's Motion for Preliminary Approval, prior to mediation, Defendant informally produced a randomly selected 20% sampling of time records and payroll records, all relevant written policies in effect during the class period, and other relevant documents. Defendant also produced information regarding the number of putative class members, the number of current versus former employees, the total workweeks and pay periods worked by the Class, and the class members' average rate of pay. Review and analysis of this information allowed Plaintiff to conduct a class-wide analysis of Defendant's potential damages and intelligently and effectively analyze the strengths and weaknesses of the case and Defendant's potential exposure. The Parties extensively briefed these issues, provided their analysis to the mediator, and debated their respective positions. After a full day of mediation, and with the help of the mediator, the parties were able to reach an agreement to resolve this dispute on a class and representative basis for a Gross Settlement Amount of $1,800,000.00. Jimenez Decl. ¶¶18-42.

Moreover, the settlement negotiations were conducted by highly capable and experienced counsel. Class Counsel's experience and the extensive investigation allowed Plaintiff to enter this Settlement aware of the risks associated with the case and permitted Class Counsel to negotiate an informed, reasonable, and intelligent Settlement. Jimenez Decl. ¶¶2-12; *see* Declaration of Arrash T. Fattahi in Support of Plaintiff's Motion to Final Approval of Class Action Settlement ("Fattahi Decl.") ¶¶20-26. After substantial informal discovery and investigation, it is Class Counsel's opinion that the settlement is in the best interest of the class and provides for a guaranteed result over a reasonably short period as opposed to waiting years for the same, or possibly worse, result. Jimenez Decl. ¶¶18-42.

C. There Have Been No Objections, and No Requests for Exclusion

California courts have consistently found that a small number of objectors indicates the class's support for a settlement and strongly favors final approval. *See Wershba*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors). Here, as of the filing of this Motion, there have been no objections to the settlement and no requests for exclusion, a participation rate of one hundred percent (100.00%). ILYM Decl. ¶¶11-13. The lack of objections, zero requests for exclusion, and strong participation in the Settlement by the Class further demonstrate that the proposed settlement is both fair and reasonable. Jimenez Decl. ¶¶53.

VI. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

A. The Standard For Attorneys' Fees In A Class Action

Where the amount of a settlement is a "certain easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the settlement created. *See Dunk*, 48 Cal.App.4th at 1808. The ultimate goal is the award of a "reasonable" fee to compensate counsel for their efforts, irrespective of the method of calculation. *See Apple Computer, Inc. v. Super. Ct.*, 126 Cal.App.4th 1253, 1270 (2005). Trial courts have wide latitude in assessing the value of attorneys' fees and their decisions will not be disturbed on appeal absent a manifest abuse of discretion. *See Lealao v. Beneficial Cal., Inc.*, 82 Cal.App.4th 19, 41 (2000). California law provides that attorneys' fees awards should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable litigation based on the result achieved and risk incurred. *Id*. at 47, 50. Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." *Id*. at 53. Therefore, fees in class and representative actions should approximate the probable terms of a contingent-fee contract negotiated by a sophisticated attorney and client in comparable litigation. *Id*. at 47. The percentage-of-the-benefit approach is preferred in such cases because "it better approximates the workings of the marketplace than the lodestar approach." *Id*.

B. Percentage of the Entire Fund is Appropriate

California and federal courts have long recognized that an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value made available to class members by the settlement. *See Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977); *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977). The California Supreme Court has urged trial courts to follow federal authority in this area. *See Green v. Obledo*, 29 Cal.3d 126, 146 (1981). The purpose of this equitable doctrine is to spread litigation costs among all beneficiaries so that the active beneficiary does not bear the entire burden alone. *See Vincent*, 557 F.2d at 769.

Courts have consistently recognized that class litigation is necessary to protect the rights of individuals whose injuries and/or damages are too small to economically justify individual representation. Accordingly, in determining a reasonable common fund fee award, courts award fees to serve as an economic incentive for lawyers to engage in class litigation that will permit increased access to the judicial system for meritorious claims and deter wrongdoing. *See R. Pearle, California Attorney Fee Awards* (CEB, 1993) §7A, p. 5-7; *Vincent*, 557 F.2d at 769.

Furthermore, a common fund award is not dependent on a determination of the actual amount claimed out of the fund by those entitled—it is the creation of the fund that is the crucial fact. In *Winslow v. Harold G. Ferguson Corp.*, 25 Cal.2d 274, 284 (1944), the California Supreme Court expressly held that "it is equitable that [the attorney's] compensation and expenses should come from the entire fund saved for all classes concerned before it is distributed." Likewise, *Lealao* expressly recognizes that "in a traditional common fund case, [a percentage-based fee] may be calculated on the basis of the total fund made available rather than the actual payments made to the class." *Lealao*, 82 Cal.App.4th at 51. In *Wershba v. Apple Computer, Inc*., the Court of Appeal definitively decided the issue in favor of granting attorneys' fees that are a percentage of the total value of the settlement obtained by the efforts of counsel. In determining reasonable attorneys' fees, the court valued a settlement based on the total value of the settlement made available to class members. 91 Cal.App.4th at 247 (disapproved on other grounds).

Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. *Newberg on Class Actions*, 4th Ed. 2002, §14:6. According to *Newberg*, ". . . no general rule could be articulated as to what is a reasonable percentage of a common fund. Usually, 50 percent of the fund is the upper limit on a reasonable fee award . . . though somewhat larger percentages are not unprecedented." *Id*.

The amount of attorney fees provided by the Settlement Agreement, *i.e*., 35% of the Gross Settlement Amount, is clearly reasonable. Class Counsel risked substantial economic loss when they took this case on a contingency basis, knowing that there would likely be a long battle with an aggressive defense firm including the very real possibility of potential appeals. As a result of class counsel taking on this risk and the efforts of class counsel, the Class Members will now be able to recover for these claims. The requested fee therefore makes sense because (1) it is consistent with the private marketplace where contingent-fee attorneys are customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent class members in achieving the maximum possible resolution of the case; and (3) it encourages the most efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement. As such, Class Counsel has obtained a fair recovery for the Class which justifies a fee award based on the percentage of the common fund. *See* Jimenez Decl. ¶¶67, 79-83.

C. The Fee is Reasonable Based on the *Dunkel* Factors

In *Camden I Condominium Association, Inc. v. Dunkel*, 946 F.2d 768, 772 (11th Cir. 1991), the court identified twelve factors to consider in awarding fees in a common fund case. The court noted that, "the analysis in a common fund case focuses not on the Plaintiff's position as 'prevailing parties,' but on a showing that the fund conferring a benefit on the class resulted from their efforts" and thus in common fund cases "the monetary results achieved predominate over all other criteria." *Id*. at 774. Plaintiff will address some of the factors that are particularly relevant here.[2]

1. Time and Labor Required

Class Counsel has aggressively litigated this case from the initial pleading to the settlement of this action. Class Counsel participated in case strategy and analysis and drafted, reviewed, and revised pleadings, including extensive investigation, analysis, and research prior to filing the lawsuit and during litigation and mediation. Class Counsel was able to convince Defendant to attend mediation and thereafter spent substantial time reviewing and analyzing documents and discovery in preparation for all three mediations and participating in settlement negotiations. Even after an agreement was reached in principle, Class Counsel spent numerous hours drafting and revising the MOU and the Settlement Agreement, drafting the motion for preliminary approval, and coordinating the notice process with the settlement administrator. Jimenez Decl. ¶¶63-65. In the end, this case consumed more than 395.35 hours of Class Counsel's efforts. However, a settlement was finally achieved, despite all obstacles, because of the work performed by Class Counsel. Jimenez Decl. ¶¶74-76, **Ex. 3**; Fattahi Decl. ¶¶10-12. In addition to Class Counsel's time, litigating this case also required counsel to incur significant costs. In total, more than $18,229.45 in costs have been necessary to successfully resolve this case. Jimenez Decl. ¶86, **Ex. 4**; Fattahi Decl., **Ex. 1**. In light of the time expended and costs involved, the requested attorneys' fees are reasonable. *Id*.

2. The Skill Required to Perform Legal Services

In addition to the time and effort required, this matter also required substantial skill to litigate and Class Counsel were required to overcome numerous barriers in order to reach a settlement. Defendant denied liability, felt strongly about its ability to prevail, challenged the theories of Class Counsel, and mounted several defenses that posed significant problems moving forward. Substantial

[2] These factors include the (1) time and labor required, (2) difficulty involved, (3) skill required, (4) preclusion of employment, (5) customary fee, (6) contingent or fixed fee, (7) time limitations, (8) results obtained, (9) experience of the attorney, (10) undesirability of the case, (11) relationship with the client, and (12) awards in similar cases.

skill was also necessary in order to adequately evaluate Plaintiff's claims. Class Counsel were required to review and analyze a large amount of time and payroll data, a complex process that took considerable time and energy in order to determine Defendant's underlying practices. Class Counsel were able achieve a substantial settlement against experienced defense counsel and despite several strong defenses. This result was made possible in large part due to Class Counsel's skill and experience. Jimenez Decl. ¶¶ 51, 64, 74-76.

3. The Value, Amount, and Results Achieved

The Settlement represents a fair resolution of this case given the risks inherent in litigating it through trial and possible appeals. Class Counsel obtained a non-reversionary Gross Settlement Amount of $1,800,000.00. Although Class Counsel predicted that Plaintiff would prevail on all causes of action at trial, a number of risks reduced the case's value. For instance, as discussed extensively in Plaintiff's Motion for Preliminary Approval, Defendant raised issues with Plaintiff's meal and rest claims regarding the necessity of individualized proof. Plaintiff faced similar difficulties with his claims regarding off-the-clock work. Defendant contended these issues would prevent Plaintiff from successfully recovering on these claims which were a major focus of the litigation. Despite these challenges, Defendant ultimately agreed to pay a non-reversionary Gross Settlement Amount of $1,800,000.00. Jimenez Decl. ¶¶ 47 & 51. This will provide an average payment of approximately $4,318.00 to the putative class members and an estimated high payment of more than $10.268.60. ILYM Decl. ¶14.

4. Whether the Fee is Fixed or Contingent

Whether the representation was provided on a contingency basis, as it was in this case, is an important factor:

> **A contingent fee must be higher than a fee for the same legal services paid as they are performed** [and] [...] compensates the lawyer not only for the legal services he renders but for the loan of those services. A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions.

Cates v. Chiang, 213 Cal.App.4th 791, 823 (2013).

The fact that this case was litigated on a contingent basis strongly supports the award of attorneys' fees requested by Plaintiff. If Class Counsel had been unsuccessful they would not have received any fee or recovered any portion of the expenses spent litigating this matter. Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained in this case. These are the types of risks Class Counsel faced litigating this matter on a contingent basis and this risk is a relevant factor when considering the reasonableness of the requested fee. Jimenez Decl. ¶¶ 67, & 82-83.

D. The Fee is Reasonable Under a Lodestar Analysis

While the percentage-of-the-benefit approach is endorsed as the better approximation of the workings of the marketplace than the lodestar approach, courts may also use the lodestar method to "cross-check" the results of the other. This said, Courts have cautioned that the primary basis of the fee award in common fund cases remains the percentage of the fund method and have cautioned that class counsel should not necessarily receive a lesser fee achieving a speedy and timely result for class members in need of immediate relief. *See e.g. Vizcaino v. Microsoft Corp*., 290 F. 3d. 1043, 1050 fn.1 (2002). Indeed, courts have noted that "it is widely recognized that the lodestar method creates incentives for counsel to expend more hours than may be necessary on litigating a case so as to recover a reasonable fee, since the lodestar method does not reward early settlement." *Id*. (quoting *Camden I Condominium Ass'n*, 946 F.2d at 773–74.)

Here, the lodestar is calculated based on reasonable hours at reasonable prevailing hourly rates for the attorneys who worked on this matter. *See Ketchum v. Moses*, 24 Cal.4th 1122, 1131-1132 (2001). Class Counsel are entitled to compensation for every hour reasonably spent on the matter. *See Id*. at 1133.

1. Counsel Spent a Reasonable Amount of Time

Reasonableness of hours is assessed by "the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]" *Vo v. Las Virgenes Municipal Water Dist.*, 79 Cal.App.4th 440, 447 (2000). As discussed above, this case was highly contested and required a significant amount of time and labor. Defendant raised significant defenses and denied liability. Class Counsel invested significant time and labor into this matter even before this action was filed to investigate Defendant's policies, practices, business model, and merits-based issues including significant time investigating and reviewing Plaintiff's personnel file, time records, and payroll records, and strategizing how to certify the alleged claims and bring these claims to trial. Class Counsel also spent significant time drafting and revising the PAGA Notice sent to the LWDA, drafting the complaint, drafting the pleadings filed with this Court and investigating the alleged claims. Class Counsel engaged in extensive efforts to meet and confer with Defendant's counsel and as a result were able to reach an agreement to attend mediation rather than engaging in further litigation. Jimenez Decl. ¶¶ 21-25, 48-50, 63-65, & 74-76; Fattahi Decl. ¶¶ 10-12.

In advance of mediation, Class Counsel engaged in extensive investigation, review, and analysis of the informal discovery provided by Defendant so that they could effectively negotiate the proposed settlement. Class Counsel spent many hours reviewing the documents produced by Defendant and analyzing data. After an agreement was reached in principle, Class Counsel spent significant time negotiating terms of the settlement to obtain the best possible outcome for the class. Class Counsel conservatively worked a combined total of 395.35 hours on this matter. Jimenez Decl. ¶74-76, **Ex. 3**; Fattahi Decl. ¶¶ 10-12. As detailed above and set forth more fully in the accompanying Declaration of Carlos Jimenez, the Declaration of Arrash T. Fattahi and the exhibits thereto, these services included drafting the initial pleadings, research into claims and defenses presented by Defendant, communicating with Plaintiff, reviewing and analyzing records, policies, and memorandum, drafting the mediation brief, attending mediation, drafting the settlement agreement, and many more. *See* Davis Decl. **Ex. 3**; Fattahi Decl. ¶¶ 10-12a-m. Accordingly, Class Counsel has spent a reasonable number of hours working on this matter.

2. Class Counsel's Hourly Rates Are Reasonable

Both California and federal courts recognize that attorneys should be compensated for providing representation on a contingency basis and for taking on the risks associated with said representation, as well as being provided with financial incentives to enforce important rights and protections like those at issue in this Action. *See Ketchum*, 24 Cal.4th at 1132-33. In awarding attorneys' fees, the aim is to mirror "the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *See id.*

As previously discussed, Class Counsel has been actively involved in this case from the filing of the initial complaint to completing these final approval papers. Class Counsel invested time and bore the risk that there could have been no recovery. Ultimately, Class Counsel was successful in reaching a settlement of $1,800.00.00 on behalf of the Class. To date, the lodestar for Class Counsel is approximately $306,895.00. See Jimenez Decl. ¶¶76-85.

First, Settlement represents an outstanding result at the conclusion of heavily contested litigation. The Settlement provides Class Members with an average payment of approximately $$4,318.00. ILYM Decl. ¶14. In Class Counsel's view, this amount equals or exceeds many of the payments achieved in similar litigation. *See e.g. Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court Case No. 30-2015-00778081 (average settlement payment of $293); *Waquia v. JAMV*, Alameda Superior Court Case No. RG19001253 (March 25, 2021) (average payment of $79.04). While each case faces its own unique challenges and circumstances that can make direct comparison difficult, the overwhelming value obtained for the class here demonstrates the outstanding results obtained and should be an important factor in the Court's decision to approve the requested multiplier and ultimately Class Counsel's requested fee.

Second, this matter involved difficult questions and required substantial skill by Class Counsel in order to obtain a settlement for the Class including a complex data analysis to prove the minimum wage and overtime claims. These claims were largely based on alleged unrecorded, off-the-clock work performed by the Class Members both before and after their shift and as a result of alleged timekeeping errors by Defendant. This matter also required substantial skill by Class Counsel to establish an alleged pattern and practice that pressured employees to work off-the-clock, and the individualized nature of such damages presented legitimate concerns regarding the manageability of the case. Furthermore, despite these complications, Class Counsel took on this case on a contingent basis at considerable risk. This risk is particularly relevant here in light of the complex questions related to certification of the proposed claims and substantial hurdles that were required to overcome. Given the complex nature of these claims, many attorneys would have been unprepared to litigate these claims and unable to obtain the substantial settlement reached by Class Counsel. This risk is also notable given the broad economic uncertainty many companies face during these challenging times. Jimenez Decl. ¶¶ 81-85.

3. The Use of a Multiplier is Reasonable and Appropriate

The lodestar amount may be increased by applying a multiplier. *See Serrano*, 20 Cal.3d at 49. In California, "[m]ultipliers can range from two to four or even higher" and are routinely applied in the range requested by Class Counsel. *Wershba*, 91 Cal.App.4th at 254 (upholding multiplier of 1.42); *Chavez*, 162 Cal.App.4th at 66 (upholding 2.5 multiplier); *Vizcaino*, 290 F.3d at 1051 n.6 (noting multipliers of 1-4 are commonly applied). Factors considered include: (1) the difficulty of the questions involved; (2) the skill displayed; (3) the extent to which the litigation precluded other employment; and (4) the contingent nature of the fee award and the associated risk. *See Ketchum v*, 24 Cal.4th at 1132 .

In *Ketchum*, the California Supreme Court held that fee enhancement in contingency cases is necessary to (1) fully compensate counsel for the "loan" of legal services in light of the inherent high risk of "default" posed by losing the case, and (2) to encourage competent counsel to take on fee award cases. As the court noted, "A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases." *Ketchum*, 24 Cal.4th at 1132-1133. Similarly, in *Greene v. Dillingham Construction*, 101 Cal.App.4th 418, 426 (2002) the Court of Appeal held that the trial court erred by refusing to consider contingent risk as a factor in the decision to apply a multiplier. The court recognized that "[t]he adjustment to the lodestar figure, e.g., to provide a fee enhancement reflecting the risk that the attorney will not receive payment if the suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather, it is intended to approximate market-level compensation for such services." *Id*.

Here, the use of a multiplier of approximately 2.05 is appropriate. Class Counsel expended significant time and resources which could have been directed towards other less risky cases. Indeed, the fact that there were major issues regarding the potential preemption of California meal and rest period requirements on appeal dramatically increased the risk to this litigation beyond that of a typical case. *See International Brotherhood of Teamsters v. Federal Motor Carrier Safety Administration*, 986 F.3d 841 (9th Cir 2021). Class Counsel agreed to litigate this case on a contingent fee basis and in the process assumed considerable risk. This is particularly relevant here in light of the complex and unique issues relating the litigation of these claims, which presented substantial concerns regarding the potential for individualized issues and the manageability of the case at trial. Given the complex nature of these claims many attorneys would have been unprepared to litigate these claims or obtain the proposed settlement. Jimenez Decl. ¶¶ 77-79.

As recognized by the California Supreme Court in *Ketchum*, these risks illustrate that if multipliers are not awarded to class counsel in the cases that are successfully settled class counsel will not be fully compensated because the lodestar in and of itself cannot account for contingent risk associated with the litigation. Further, a decision to withhold a multiplier not only fails to compensate attorneys for this associated risk, but actively penalizes class counsel who obtain a timely and efficient result. Here, the application of a multiplier is appropriate given the contingent risk incurred by Class Counsel, the difficulty of the questions involved, the benefit conferred on the Class, and the skill displayed by Class Counsel.

For these reasons, Plaintiff respectfully requests the Court award the requested attorneys' fees of $630,000.00. *Id*. ¶85.

VII. THE REQUESTED COSTS ARE FAIR AND REASONABLE

Class Counsel request the reimbursement of the costs incurred litigating this case in the amount of $18,229.45. These costs include filing fees, mediation fees, costs for attending hearings with the Court, expert costs, and many others. These costs are $11,770.55 less than the $30,000.00 allocated under the Settlement Agreement meaning an additional $11,770.55 will be available for distribution to the Participating Class Members. These costs are both reasonable and necessary for the successful resolution of this matter and should be approved by the Court. Jimenez Decl. ¶86, **Ex. 4**; Fattahi Decl., **Ex. 1**.

VIII. THE REQUESTED ENHANCEMENT AWARDS ARE REASOBABLE

Plaintiffs in class action lawsuits are eligible for reasonable service payments as compensation "for the expense or risk they have incurred in conferring a benefit on other members of the class." *Munoz v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010). Courts routinely grant approval of class action settlement agreements containing enhancements for the class representative, which are necessary to provide incentive to represent the class and are appropriate given the benefit the class representatives helped to bring about for the class. *See In re Online DVD Rental*, 779 F.3d 934, 947-948 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments).

Plaintiff initiated and has stepped forward in this litigation on behalf of her former co-workers and the LWDA, who will now benefit from the settlement. Plaintiff invested substantial time and effort into this litigation including her own research, reviewing documents, and extensive discussions with Class Counsel. Further, the requested amount is also extremely reasonable given the benefit gained by other Class Members. For these reasons, Plaintiff requests that a Class Representative Incentive Payment of $8,500.00 to Plaintiff be approved by the Court. *See* Declaration of Maria Griselda Castillo in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Castillo Decl.") ¶¶ 3-15; Jimenez Decl. ¶¶ 87-93; Fattahi Decl. ¶¶ 5-9.

IX. PAYMENT TO THE SETTLEMENT ADMINISTRATOR

The Settlement Agreement calls for the award of up to $6,950.00 to the Settlement Administrator, ILYM Group, Inc., for the costs associated with administration of the settlement. ILYM was able to administer this matter for $6,950.00 and is seeking $6,950.00 in costs associated with administration of the settlement. The Settlement Administrator is a necessary third-party who has performed substantial services on behalf of the putative class, and this payment should be approved by the Court. Jimenez Decl. ¶94; ILYM Decl. ¶15.

///

///

///

X. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's Motion for Final Approval and enter Judgment in this case pursuant to the terms of the Settlement.

Respectfully submitted,

DATED: May 22, 2025

PROTECTION LAW GROUP, LLP

By: ______________________________

HEATHER DAVIS
AMIR NAYEBDADASH
CARLOS JIMENEZ
Attorneys for Plaintiff
MARIA GRISELDA CASTILLO