

Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
2/06/2026 10:30 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Gnade, Deputy Clerk

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

Attorneys for Plaintiffs CESAR EDUARDO RODRIGUEZ REVELO
and FURKATJON UMAROV and all others similarly situated

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

CESAR EDUARDO RODRIGUEZ REVELO,
an individual; FURKATJON UMAROV, an
individual; on behalf of themselves and all
others similarly situated and the general
public,

Plaintiffs,

vs.

TRAVEL TRADERS HOTEL STORES, INC.,
a Delaware corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 23STCV20804

[Assigned for All Purposes to:
The Hon. Elaine Lu, Dept. 9]

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

Date: March 10, 2026

Time: 8:30 a.m.

Dept: 9

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

2 **PLEASE TAKE NOTICE** that on March 10, 2026, at 8:30 a.m., or as soon thereafter as
3 the matter may be heard in Department 9 of the above-entitled court, located at the Los Angeles
4 Superior Court, 312 North Spring Street, Los Angeles, California 90012, Plaintiffs Cesar
5 Eduardo Rodriguez Revelo and Furkatjon Umarov (“Plaintiffs”) will hereby move the Court for
6 final approval of a class action settlement, entry of a final Order and Judgment, approval of
7 Plaintiffs’ enhancement awards, approval of Plaintiffs’ attorneys’ fees and costs, and approval
8 of the settlement administration expenses.

9 This Motion is based upon this Notice, the attached Memorandum of Points and
10 Authorities, the Declarations of Aaron Bartz, Walter Haines, Peggy J. Real, Cesar Eduardo
11 Rodriguez Revelo, Furkatjon Umarov, and Jarrod Salinas, all documents and records on file in
12 this action, and on such other further oral and documentary evidence as may be given at the
13 hearing on this Motion.

14 Dated: February 5, 2026

BARTZ LAW GROUP, APC

17 //Aaron Bartz//

18 Aaron A. Bartz
19 Attorneys for Plaintiffs CESAR EDUARDO
20 RODRIGUEZ REVELO and FURKATJON
21 UMAROV and all others similarly situated
22
23
24
25
26
27
28

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	THE SETTLEMENT.....	1
III.	FINAL SETTLEMENT APPROVAL IS APPROPRIATE IN THIS CASE	3
A.	The Settlement is Presumed Fair	3
B.	The Settlement Was Reached Through Arm’s Length Negotiations.....	4
C.	Plaintiffs Conducted Sufficient Investigation and Discovery to Warrant Settlement	5
D.	Class Counsel Is Experienced In Similar Litigation And Endorse The Settlement	5
E.	There Are No Objectors To The Settlement	6
F.	The Strength of Plaintiffs’ Case, The Amount Offered In Settlement, and The Risk, Expense, Complexity, and Duration of Further Litigation Favors Settlement	6
1.	Overtime/Off-the-Clock Wage Violations.....	7
2.	Meal and Rest Period Claims.....	8
a.	Meal period liability and damages	8
b.	Rest period liability and damages	10
3.	Waiting Time Penalty	12
4.	Paystub.....	12
5.	Reimbursement/Wage Deduction Claim	13
6.	PAGA.....	14
7.	Total Damage Exposure.....	15
G.	All Class Members Have Received Proper Notice of the Settlement.....	16
IV.	PLAINTIFFS’ REQUESTED ATTORNEYS’ FEES ARE APPROPRIATE AND JUSTIFIED.....	16
A.	Fees Can Be Awarded As A Percentage of the Common Fund	16
B.	Plaintiffs’ Attorneys’ Fees Are Also Recoverable Under A Lodestar Cross-Check.....	18
1.	The Requested Award of Attorneys’ Fees is Supported by Class Counsel’s Prosecution of this Case on a Contingency Basis	20

2. The Requested Award of Attorneys’ Fees is Supported by the Results
Achieved on Behalf of the Class.....21

3. The Requested Award of Attorneys’ Fees is Supported by Class Counsel’s
Experience, Reputation, and Skill.....22

**V. PLAINTIFFS’ REQUESTED COSTS ARE REASONABLE AND SHOULD BE
APPROVED 22**

**VI. THE REQUESTED PAYMENT TO THE CLAIMS ADMINISTRATOR IS
REASONABLE AND SHOULD BE APPROVED.....22**

**VII. THE ENHANCEMENT AWARDS FOR THE CLASS REPRESENTATIVES ARE
FAIR AND REASONABLE.....23**

VIII. CONCLUSION 24

TABLE OF AUTHORITIES

States Cases

7-Eleven Owners for Fair Franchising v Southland Corp.

(2000) 85 Cal.App.4th 1135 15

Amaral v. Cintas Corp. No. 2

(2008) 163 Cal.App.4th 1157 12, 14

Augustus v. ABM Sec. Servs., Inc.

(2016) 2 Cal.5th 257 11

Bell v. Farmers Ins. Exch.

(2004) 115 Cal.App.4th 715 23

Brinker Restaurant Corp. v. Superior Court

(2012) 53 Cal.4th 1004 9, 10, 11

Cicairos v. Summit Logistics, Inc.

(2005) 133 Cal.App.4th 949 9

Cochran v. Schwan's Home Serv., Inc.

(2014) 228 Cal.App.4th 1137 13, 14

Donohue v. AMN Services, LLC

(2021) 11 Cal.5th 58 9

Dunk v. Ford Motor Company

(1996) 48 Cal.App.4th 1794 3, 4, 6

Ferra v. Loews Hollywood Hotel, LLC

(2021) 11 Cal.5th 858 8

Golba v. Dick’s Sporting Goods, Inc.

(2015) 238 Cal.App.4th 1251 23

Graham v. DaimlerChrysler Corp.

(2004) 34 Cal.4th 580 20

Hadley v. Krepel

(1985) 167 Cal.App.3d 677 19

Horsford v Board of Trustee

(2005) 132 Cal.App.4th 359 19

In re Cellphone Fee Termination Cases

(2010) 186 Cal.App.4th 1380 23

Jaimez v. DAIOHS USA, Inc.

(2010) 181 Cal.App.4th 1286 9, 11

Ketchum v. Moses

(2001) 24 Cal.4th 1122 20, 21

Kullar v. Footlocker Retail Inc.

(2008) 168 Cal.App.4th 116 6

Laffitte v. Robert Half Int’l, Inc.

(2016) 1 Cal.5th 480 16, 17, 18

Lealao v. Beneficial Cal., Inc.

(2000) 82 Cal.App.4th 19 17, 21

Malibu Outrigger Bd. of Governors v. Superior Court

(1980) 103 Cal.App.3d 573 3

Mallick v. Superior Court

(1979) 89 Cal.App.3d 434 4

Northwest Energetic Services, LLC v. Cal. Franchise Tax Bd.

(2008) 159 Cal.App.4th 841, 880 (2008) 22

PLCM Group, Inc. v. Drexler

(2000) 22 Cal.4th 1084 18, 19

Press v. Lucky Stores, Inc.

(1983) 34 Cal.3d 311 19

Serrano v. Priest

(1977) 20 Cal.3d 25 18, 21

Sutter Health Uninsured Pricing Cases

(2009) 171 Cal.App.4th 495 18

Thurman v. Bayshore Transit Mgmt., Inc.

(2012) 203 Cal.App.4th 1112 14

Wershba v. Apple Computer, Inc.

(2001) 91 Cal.App.4th 224 15, 20

Federal Cases

Aguilar v. Wawona Frozen Foods

(E.D. Cal. 2017) 2017 WL 2214936 18

Bautista v. Harvest Mgmt. Sub LLC

(C.D. Cal. July 14, 2014) 2014 WL 12579822 17

Dilts v. Penske Logistics, LLC

(S.D.Cal. 2010) 267 F.R.D. 625 9

1	<i>Ellis v. Naval Air Rework Facility</i>	
2	(N.D. Cal. 1980) 87 F.R.D. 15	5
3	<i>Fisher Bros. v. Cambridge-Lee Industries, Inc.</i>	
4	(E.D. Pa. 1985) 630 F.Supp. 482.....	5
5	<i>Fleming v. Covidien, Inc.</i>	
6	(C.D. Cal. 2011) 2011 WL 7563047	14
7	<i>Gutierrez v. Wells Fargo Bank, N.A.</i>	
8	(N.D. Cal., May 21, 2015) 2015 WL 2438274.....	20
9	<i>Hanlon v. Chrysler Comm.</i>	
10	(9th Cir. 1998) 150 F.3d 1011	6
11	<i>Harris v. Vector Mktg. Corp.</i>	
12	(N.D. Cal. 2009) 656 F.Supp.2d 1128.....	13
13	<i>Hurst v. Buczek Enters., LLC</i>	
14	(N.D. Cal. 2012) 870 F.Supp.2d 810.....	13
15	<i>In re Ampicillin Antitrust Litigation</i>	
16	(D.D.C. 1981) 526 F.Supp. 494.....	17, 18
17	<i>In re Capacitors Antitrust Litig.</i>	
18	(N.D. Cal. Sept. 21, 2018) 2018 WL 4790575.....	17
19	<i>In re Korean Air Lines Co., Ltd. Antitrust Litig.</i>	
20	(C.D. Cal. Dec. 23, 2013) 2013 WL 7985367.....	18
21	<i>In re Mega Financial Corp. Securities Litigation</i>	
22	(9th Cir. 2000) 213 F.3d 454	6
23		
24		
25		
26		
27		
28		

1	<i>In re Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litig.</i>	
2	(9th Cir. 2018)746 Fed.Appx. 655	20
3	<i>In re Warner Communications Sec. Lit.</i>	
4	(S.D.N.Y. 1985) 618 F.Supp. 735	5
5	<i>In re Wash. Public Power Supply System Sec. Litig.</i>	
6	(D. AZ 1989) 720 F. Supp. 1379	4, 18
7	<i>Jones v. San Diego Metro. Transit Sys.</i>	
8	(S.D. Cal. Nov. 30, 2017) 2017 WL 5992360	17
9	<i>Kang v. Wells Fargo Bank, N.A.</i>	
10	(N.D. Cal. Dec. 8, 2021) 2021 WL 5826230	20
11	<i>Lane v. Facebook, Inc.</i>	
12	(9th Cir. 2012) 696 F.3d 811	16
13	<i>Officers for Justice v. Civil Service Comm.</i>	
14	(9th Cir. 1982) 688 F.2d 615	3, 4
15	<i>Reyes v. Bakery and Confectionary Union and Ind. Int’l Pension Fund</i>	
16	(N.D. Cal. 2017) 281 F.Supp.3d 833	20
17	<i>Steiner v. Am. Broadcasting Co.</i>	
18	(9th Cir. 2007) 248 Fed. App’x 780	20
19	<i>Stetson v. Grissom</i>	
20	(9th Cir. 2016) 821 F.3d 1157	19
21	<i>White v. Experian Information Solutions, Inc.</i>	
22	(C.D. Cal. 2011) 803 F.Supp.2d 1086	15
23		
24		
25		
26		
27		
28		

State Statutes

Cal. Civ. Code § 1781	3
Cal. Lab. Code § 203	12
Cal. Lab. Code § 226	9, 13
Cal. Lab. Code § 510	7
Cal. Lab. Code § 512	8, 9
Cal. Lab. Code § 1194	7
Cal. Lab. Code § 2699	14
Cal. Lab. Code § 2802	13

State Regulations

8 Cal. Code Regs. § 13520.....	12
--------------------------------	----

Federal Rules

Fed. R. Civ. P. 23.....	3
-------------------------	---

Other Authorities

California Industrial Welfare Commission, <i>IWC Wage Order</i>	10, 11
Federal Judicial Center, <i>Managing Class Action Litigation: A Pocket Guide for Judges</i> (3d ed. 2010).....	16
Federal Judicial Center, <i>Manual for Complex Litigation, Fourth</i> (2004).....	23
Rubinstein, Conte and Newberg, <i>Newberg on Class Actions 5th Ed.</i> (2011).....	17

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This class action and PAGA settlement, arising out of Plaintiffs' allegations that
4 Defendant violated California's wage and hour laws, is sought on behalf of 1,054 current and
5 former non-exempt employees who worked in California for Defendant Travel Traders Hotel
6 Stores, Inc. ("Defendant") beginning August 29, 2019 through August 16, 2025.

7 Pursuant to the preliminary approval order, the notice of class settlement and related
8 settlement documents were mailed to the class on December 8, 2025. No class member has
9 opted out of the settlement and no class member has objected to the settlement. (See Declaration
10 of Jarrod Salinas ("Salinas Decl.") ¶¶ 8-9.)

11 There is no claim form requirement, and each member of the class is entitled to receive
12 compensation, with no reversion to the Defendant. The gross settlement is \$1,250,775.¹ The net
13 amount to be paid to class members (after payment of class counsel fees and expenses,
14 settlement administration costs, Private Attorneys General Act ("PAGA") penalties, and
15 Plaintiffs' enhancement awards), is approximately **\$708,552**. Each class member's share of the
16 settlement is based on workweeks, and each shall receive, on average, approximately **\$672**.

17 **II. THE SETTLEMENT**

18 The class members entitled to the settlement fund are all current and former non-exempt
19 employees who have performed work in the state of California for Defendant at any time during
20 the period beginning from August 29, 2019 through August 16, 2025. There are 1,054 class
21 members.

22 The settlement fund is all in (except for the employer's share of payroll taxes, which
23 Defendant shall pay in addition to the \$1,250,775 settlement), there is no claim form
24

25
26
27 ¹ The slight increase of \$775 to the gross settlement was due to one class
28 member's workweeks that were undercounted, thus resulting in the escalator trigger for the class
period. (Salinas Decl., ¶¶ 10-11).

1 requirement, and no residual will revert to Defendant. No class member has opted out, and no
2 class member has objected to the settlement. In the event a class member does not negotiate
3 (cash) his or her settlement check, the claims administrator shall distribute the unclaimed funds
4 to the California State Controller's Unclaimed Property Fund.

5 The payment to the Settlement Class Members will be characterized eighty percent
6 interest and penalties, and twenty percent wages. The administrator will issue W-2 statements
7 for the wage portion of the settlement, and a form 1099 for all amounts paid as penalties and
8 interest.

9 Based upon Class Counsel's independent analysis and investigation in this matter, the
10 Settlement Class will be compensated based on each member's respective number of workweeks
11 worked during the Class Period. The total number of workweeks is 54,320. Based on the
12 settlement terms, there will be an approximate net settlement fund of \$708,552.

13 The all-in settlement fund will also include all of the attorneys' fees and costs allowed by
14 this Court. The Class Counsel Fees Payment shall not exceed one-third of the gross settlement
15 fund, or \$416,666. The settlement fund will also be used to pay Class Counsel Litigation
16 Expenses of \$17,606.62, as well as settlement administration costs of \$12,950.

17 The PAGA allocation of the settlement is \$75,000, of which \$56,250 (75%) will be
18 distributed to the Labor Workforce and Development Agency (LWDA), with the remaining
19 portion - \$18,750 (25%) - going to PAGA Members (all allegedly aggrieved persons who
20 worked for Defendant at any time from May 26, 2022 through November 13, 2025).

21 The settlement also includes Plaintiffs' Class Representative Service Payments. Based
22 on Plaintiffs' work in connection with this case, including connecting Class Counsel with other
23 witnesses, meeting and conferring with Class Counsel regarding legal strategies, and assisting
24 with developing the claims and theories in this case, and related work, Plaintiffs seek a total of
25 \$20,000.

26 **In summary, the settlement fund is allocated as follows:**

- 27 (1) Net settlement fund: \$708,552;
28 (2) Attorney's fees and costs: \$416,666 in attorneys' fees and \$17,606.62 in costs;

- 1 (3) Settlement administrator expenses of \$12,950;
- 2 (4) PAGA payment: \$75,000 (\$56,250 to the LWDA, and \$18,750 to aggrieved
- 3 employees);
- 4 (5) Class representative enhancements: \$10,000 for each named Plaintiff, totaling
- 5 \$20,000.

6 **III. FINAL SETTLEMENT APPROVAL IS APPROPRIATE IN THIS CASE**

7 Pursuant to both state and federal rules of civil procedure, “a class action shall not be

8 dismissed or compromised without the approval of the court, and notice of the proposed

9 dismissal or compromise shall be given to all members of the class in such manner as the Court

10 directs . . .” (Cal. Civ. Code § 1781(f); *see also* Fed. R. Civ. P. 23(e).)

11 To prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a

12 class action requires court approval. (*See Malibu Outrigger Bd. of Governors v. Superior Court*

13 (1980) 103 Cal. App. 3d 573, 578-579.) The purpose of the requirement is the protection of

14 those class members, including the named plaintiffs, whose rights may not have been given due

15 regard by the negotiating parties. (*See Officers for Justice v. Civil Service Comm.* (9th Cir. 1982)

16 688 F.2d 615, 625, cert. denied 459 U.S. 1217.) To determine whether to grant final approval to

17 a proposed class action under Civil Code section 382, the Court’s overriding concern is whether

18 the proposed settlement is “fair, adequate, and reasonable.” (*Dunk v. Ford Motor Company*

19 (1996) 48 Cal. App. 4th 1794, 1801 (quoting *Officers for Justice, supra*, 688 F.2d at 623-624).)

20 The settlement of a class action follows in three stages: (1) preliminary approval of the proposed

21 settlement; (2) notice to class members; and (3) final approval or fairness hearing at which

22 evidence and argument may be heard on the fairness of the settlement. Here, this Court already

23 preliminarily approved the settlement, notice was provided to all class members, no class

24 members have objected, and no class members have opted out.

25 **A. The Settlement is Presumed Fair**

26 A presumption of fairness exists where: (1) the settlement is reached through arm’s

27 length bargaining, (2) investigation and discovery are sufficient to allow counsel and the court to

28 act intelligently, (3) counsel is experienced in similar litigation, and (4) the percentage of

objectors is small. (*See Dunk, supra*, 48 Cal. App. 4th at 1802.) A court may also consider relevant factors such as 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. (*See Officers for Justice, supra*, 688 F.2d at 624.) “This list is not exhaustive and should be tailored to each case. Due regard should be given to what is otherwise a private consensual agreement between the parties.” (*Dunk, supra*, 48 Cal. App. 4th at 1801.) Moreover, the trial court has broad powers to determine whether a proposed class action settlement is fair. (*See Mallick v. Superior Court* (1979) 89 Cal. App. 3d 434.)

B. The Settlement Was Reached Through Arm’s Length Negotiations

This settlement is the result of arms-length and hard-fought negotiations. Defendant has denied and continues to deny all of the claims and contentions alleged in this case. Nonetheless, Defendant has agreed to settle this case in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to avoid the expense, inconvenience, and burden of further legal proceedings, and the uncertainties of trial and appeals.

Plaintiffs and Class Counsel recognize the expense of continuing to litigate and trying this case against Defendant through possible appeals which could take several years. Class Counsel are also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the case. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the settlement set forth in the Settlement Agreement is in the best interest of the Class Members.

Here the litigation has been hard fought and displayed capable and experienced advocacy on both sides. “There is likewise every reason to conclude that settlement negotiations were vigorously conducted at arm’s length and without any suggestion of undue influence.” *In re Wash. Public Power Supply System Sec. Litig.*, 720 F. Supp. 1379, 1392 (D. AZ 1989).

1 **C. Plaintiffs Conducted Sufficient Investigation and Discovery To Warrant**
2 **Settlement**

3 The stage of the proceedings and the amount of discovery completed are important
4 factors for courts to consider in determining whether a settlement is fair, adequate and
5 reasonable. (*See In re Warner Communications Sec. Lit.* (S.D.N.Y. 1985) 618 F.Supp. 735, 741,
6 *affd.*, 198 F.2d 35 (2d Cir. 1986); *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D.
7 15, 18, *affd.*, 661 F.2d 939 (9th Cir. 1981).)

8 The agreement to settle did not occur until Class Counsel possessed sufficient
9 information to make an informed judgment regarding the likelihood of success on the merits and
10 the results that could be obtained through further litigation. Class Counsel obtained both formal
11 and substantial informal discovery from Defendant, including personnel records and pay data for
12 Plaintiffs, employment policies, and timekeeping and payroll records for a meaningful sampling
13 of the class.

14 Based on the foregoing data and their own independent investigation and evaluation,
15 Class Counsel is of the opinion that the settlement with Defendant for the consideration and on
16 the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the
17 best interest of the class in light of all known facts and circumstances, including the risk of
18 significant delay, defenses asserted by Defendant, and numerous issues raised on appeal and
19 potential appeals down the road. Defendant and its counsel also agree that the settlement is fair
20 and in the best interest of the Settlement Class Members. There can be no doubt that counsel for
21 both parties possessed sufficient information to make an informed judgment regarding the
22 likelihood of success on the merits and the results that could be obtained through further
23 litigation.

24 **D. Class Counsel Is Experienced In Similar Litigation And Endorse The**
25 **Settlement**

26 The view of attorneys advocating for the class is “entitled to significant weight.” (*Fisher*
27 *Bros. v. Cambridge-Lee Industries, Inc.* (E.D. Pa. 1985) 630 F.Supp. 482, 488; *see also Ellis,*
28 *supra*, 87 F.R.D. at 18.) Class counsel has significant experience in class actions and

1 employment litigation, including wage and hour class actions. As such, they are experienced and
2 qualified to evaluate the claims and defenses in this case, and unequivocally support the
3 settlement reached herein. The recovery for the class is fair, reasonable and adequate, and Class
4 Counsel supports the settlement.

5 **E. There Are No Objectors To The Settlement**

6 Significantly, there has not been a single objection to the settlement, and not one class
7 member has asked to be excluded from the settlement. This alone is a testament to the fairness
8 and adequacy of the settlement.

9 **F. The Strength of Plaintiffs' Case, The Amount Offered In Settlement, and**
10 **The Risk, Expense, Complexity, and Duration of Further Litigation Favors**
11 **Settlement**

12 Where both sides face significant uncertainty, the attendant risks favor settlement.
13 (*Hanlon v. Chrysler Comm.* (9th Cir. 1998) 150 F.3d 1011, 1026. Moreover, “[t]he expense and
14 possible duration of the litigation should be considered in evaluating the reasonableness of [a]
15 settlement.” (*In re Mega Financial Corp. Securities Litigation* (9th Cir. 2000) 213 F.3d 454,
16 458.)

17 Pursuant to *Kullar v. Footlocker Retail Inc.*, 168 Cal. App 4th 116, 118 and *Dunk v. Ford*
18 *Motor Co.*, (1996) 48 Cal.App.4th 1794, the following describes the settlement's
19 reasonableness. Plaintiffs recognize the expense and length of continued proceedings necessary
20 to continue the litigation against Defendant through trial and through any possible appeals.

21 The operative Complaint alleges claims for 1) Failure to Pay All Wages; 2) Waiting Time
22 Penalties; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Proper Rest
23 Periods; 5) Failure to Properly Maintain and Submit Itemized Wage Statements; 6) Unfair
24 Business Practices; 7) Failure to Reimburse Business Expenses; 8) Unlawful Deductions; and 9)
25 Violation of Labor Code § 2699 (PAGA). Plaintiffs further allege that they and the Class are
26 entitled to damages, restitution, wages, attorneys' fees, and interest, among other remedies.
27 Plaintiffs have also taken into account the uncertainty and risk of denial of motion for class
28 certification and the uncertain outcomes resulting from further litigation, and the difficulties and

delays inherent in such litigation.

Based on the foregoing, Plaintiffs have determined that the settlement is a fair, adequate and reasonable settlement and is in the best interests of the Class Members. The reasonable exposure and the reasonable settlement value for each of the alleged claims are as follows:

CLAIM	TOTAL EXPOSURE	SETTLEMENT VALUE
Failure to Pay Wages	\$633,613	\$443,529
Meal	\$915,150	\$457,575
Rest	\$3,106,606	\$310,660
Waiting time	\$2,064,153	\$206,415
Paystub	\$1,012,650	\$101,265
Reimbursement	\$611,967	\$61,196
PAGA	\$5,487,600	\$548,760
TOTAL	\$13,831,739	\$2,129,400

1. Overtime/Off-the-Clock Wage Violations

Labor Code § 510 provides that “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” Further, “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay . . ., [and] any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of an employee.”

Labor Code § 1194 states any employee receiving less than the legal minimum wage is entitled to recover the unpaid balance of the full amount of this minimum wage, including interest thereon, reasonable attorney’s fees, and costs of suit.

1 Plaintiffs contend that Defendant failed to pay all wages due in numerous respects. *First*,
2 Plaintiffs assert that Defendant offered attendance bonuses to Plaintiffs and the class, but
3 Defendant routinely failed and refused to incorporate those bonuses into Plaintiffs' and class
4 members' overtime pay rate. *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858, 869 (2021)
5 (an "attendance bonus" earned for weekend work . . . was "part of an employee's overall
6 compensation package, and therefore ... its per-hour value must be determined so that the
7 employee's regular rate of pay — and, derivatively, the employee's overtime pay rate — reflects
8 all the various forms of regular compensation that the employee earned in the relevant pay period").

9 *Second*, Plaintiffs contend that Defendant frequently modified Plaintiffs' and other class
10 members' hours when Defendant deemed them to be excessive. As such, Plaintiffs allege that
11 Defendant adjusted Plaintiffs' and class members' hours to avoid paying all compensation owed
12 to them.

13 Defendant contends that its payment policies were lawful, it did not modify Plaintiffs' or
14 other class members' hours, and that it paid for all time worked by Plaintiffs and the class members.

15 Class Counsel and their expert analyzed payroll and time records for the class members
16 and calculated that the total estimated verdict value for this claim is approximately \$633,613.
17 Plaintiff and their expert assumed approximately 10 minutes of unpaid time per shift, applied an
18 overtime violation value based on payroll records for the class, including pay period counts per
19 year, and a weighted average rate of pay. Class Counsel and their expert also calculated the
20 regular rate claim based on 2,619 pay periods in which bonuses were paid, multiplied by an
21 average bonus amount, and average unpaid amount per bonus. Based on the formal and informal
22 discovery exchanged, and defenses alleged, Plaintiffs placed a reasonable settlement value of the
23 overtime/off-the-clock wage claim at seventy percent of the total verdict value, or **\$443,529**.
24 (Bartz Decl., ¶ 11.a).

25 **2. Meal and Rest Period Claims**

26 a. Meal period liability and damages

27 Plaintiffs contend that Defendant failed to provide Plaintiffs and class members with a
28 duty-free 30-minute meal period for every five hours of work as is required by Labor Code § 512

1 and the applicable IWC Wage Order(s) and in violation of *Brinker Restaurant Corp. v. Superior*
2 *Court*, 53 Cal.4th 1004 (2012). Failure to provide a meal in accordance with the applicable Wage
3 Order(s) results in payment by the employer of one additional hour of pay at the employee’s
4 regular rate of pay for each workday that the rest or meal period is not provided. (Labor Code §
5 226.7.)

6 In *Brinker, supra*, the California Supreme Court held that “under ... Labor Code § 512,
7 subdivision (a), an employer must relieve the employee of all duty for the designated period, but
8 need not ensure that the employee does no work” during the meal period. *Id.* at 1034. However,
9 “...an employer may not undermine a formal policy of providing meal breaks by pressuring
10 employees to perform their duties in ways that omit breaks. *Cicairos v. Summit Logistics, Inc.*,
11 133 Cal.App.4th 949, 962–63 (2005); *see also Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th
12 1286, 1304–05 (2010) [proof of common scheduling policy that made taking breaks extremely
13 difficult would show violation]; *Dilts v. Penske Logistics, LLC*, 267 F.R.D. 625, 638
14 (S.D.Cal.2010) [indicating informal anti-meal-break policy "enforced through ‘ridicule’ or
15 ‘reprimand’" would be illegal].) Defendant also cannot create “incentives to forego, or otherwise
16 encourage[] the skipping of legally protected breaks.” *Brinker, supra*, 53 Cal.4th at 1040.

17 Moreover, when time records show short, missed, and late meal periods, there is a
18 presumption that an employer violated California’s meal period requirements. *See Donohue v.*
19 *AMN Services, LLC*, 11 Cal.5th 58, 78 (2021) (“If time records show noncompliant meal periods,
20 then a rebuttable presumption of liability arises.”)

21 Plaintiffs contend that Defendant’s meal period practices are unlawful under California
22 law. **First**, Plaintiffs contend that Defendant’s own meal period policy demonstrates that
23 Defendant was and is in violation of California law in that it states that employees’ meal periods
24 must commence no later than 6 hours after a shift begins. (Bartz Decl., ¶ 11.b.i). **Second**,
25 Plaintiffs contend that Defendant’s time records show substantial violations, which under
26 *Donohue*, create a presumption that Defendant was not in compliance with the law. **Third**,
27 Plaintiffs assert that Defendant paid only a small fraction of meal period premiums during the
28 class period. The scarce amount of meal period premiums paid to the putative class

1 demonstrates that Defendant had a pattern and practice of neglecting to pay meal period
2 premiums for meals which were late, short, interrupted, missed, or on-duty – which represents
3 significant liability exposure for Defendant. Additionally, Plaintiffs contend that Defendant also
4 fails to maintain accurate and complete documentation regarding Plaintiffs’ and other class
5 members’ meal periods, resulting in a prima facie violation of the Wage Orders. As such, it is
6 presumed that Plaintiffs and the class members were not relieved of duty and no meal periods
7 were provided. (Bartz Decl., ¶ 11.b.i). *See Brinker, supra*, 53 Cal.4th at 1053 (conc. opn. of
8 Werdegarr, J.)

9 Notwithstanding the above, Defendant contends that Plaintiffs and class members had the
10 ability and in fact did take meal periods, and that if they did not, it was their own choice, and
11 therefore not actionable. Defendant further contends that it has compliant meal period policies
12 and contends that it has time records showing that the vast majority of them show that Plaintiffs
13 and other class members were afforded compliant meal breaks. Defendant also contends that
14 testimony from current and former employees would prove that the employees were provided
15 with ample time to take meal breaks, and if there were any records showing non-compliant
16 breaks, it was due to the employees’ own choice. (Bartz Decl., ¶ 11.b.i).

17 Class Counsel and their expert calculated the maximum verdict value of the meal break
18 claim to be approximately \$915,150. This calculation is based on an 80% violation rate. Based
19 on discussions with Plaintiffs, reviewing the various payroll records and policies, and the
20 defenses raised, Plaintiffs believe they had a fifty percent probability of recovering all of these
21 damages. Accordingly, Plaintiffs contend the reasonable exposure of the meal break claim is
22 approximately **\$457,575**. (Bartz Decl., ¶ 11.b.i).

23 b. Rest period liability and damages

24 Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize and
25 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
26 each work period. The authorized rest period time shall be based on the total hours worked daily
27 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However,
28 a rest period need not be authorized for employees whose total daily work time is less than three

1 and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which
2 there shall be no deduction from wages.”

3 Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an
4 employee a rest period in accordance with the applicable provisions of this order, the employer
5 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
6 workday that the rest period is not provided.” Moreover, during rest periods, “employees must
7 not only be relieved of work duties, but also be freed from employer control over how they spend
8 their time.” *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.5th 257, 270 (2016). Further, when an
9 employer adopts common policies that prevent employees from taking their rest breaks, it presents
10 a common factual issue by which liability may follow. *See Jaimez v. Daiohs USA, Inc.*, 181
11 Cal.App.4th 1286, 1304 (2010). Indeed, “[t]he wage orders and governing statute do not
12 countenance an employer’s exerting coercion against the taking of, creating incentives to forego,
13 or otherwise encouraging the skipping of legally protected breaks.” *Brinker, supra*, 53 Cal.4th at
14 1040.

15 Plaintiffs contend that Defendant’s rest period practices are unlawful under California law
16 because Defendant’s policies provide that employees will receive paid rest breaks based on store
17 schedule and business needs. Plaintiffs further contend that they frequently were alone in the retail
18 stores, which prevented them from taking duty-free rest periods. Defendant, on the other hand,
19 contends that Plaintiffs and the class members were provided numerous breaks throughout the day
20 to more than comply with California’s rest period requirements. (Bartz Decl., ¶ 11.b.ii).

21 Class Counsel and their expert assumed a 100% violation rate for all shifts by class
22 members of 3.5 hours or more. Based on that assumption, Class Counsel and their expert
23 calculated total violations across the class, multiplied by an average rate of pay for the class
24 members. As such, Class Counsel and their expert calculated the maximum verdict value of the
25 rest period claims to be approximately \$3,106,606. Based on the difficulty of proving rest period
26 violations on a class wide basis, and the lack of objective evidence proving such violations,
27 Plaintiffs believe they had a 10 percent chance of recovering all of the rest period damages. As
28 such, Plaintiffs believe the reasonable exposure of the rest break claim is approximately **\$310,660.**

(Bartz Decl., ¶ 11.b.ii).

3. Waiting Time Penalty

The waiting time penalty claim is purely derivative. Class Counsel and their expert analyzed the data to find that there are approximately 527 former employees included in the putative class that would be eligible for the Labor Code §203 penalties. Class Counsel and their expert calculated the total verdict value at approximately \$2,064,153. This amount was calculated by multiplying the average daily rate of pay during the statutory period by 30, which is the maximum number of days allowable as waiting time penalties under section 203, and then multiplying that by the total number of former employees. Plaintiffs discounted the waiting time penalty claim based on risk and the fact that waiting time penalties are not awarded if a good faith dispute exists as to whether the wages were owing, including whether in fact non-California based employees would be entitled to waiting time penalties. Further, the class would have the burden of proving a “willful” withholding of wages. Plaintiffs considered that under Labor Code §203 there is only a penalty if "an employer willfully fails to pay" all wages due to an employee upon separation. Willfulness does not exist if there is a "good faith dispute," in fact or law that wages were due, even if the employer's reasoning ultimately proves incorrect. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1204; 8 Cal. Code Regs. § 13520 ("A 'good faith dispute' that any wages are due occurs when an employer presents a defense, based in law or fact which, if successful, would preclude any recover on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist.")

Once Plaintiffs determined the maximum reasonable exposure of the claim, Plaintiffs placed a settlement value of **\$206,415** or approximately ten percent of the reasonable exposure value, based upon the above discounts applied to the reasonable value of the claim. (Bartz Decl., ¶ 11.c).

4. Paystub

As to the paystub penalty, which is derivative of the other claims identified above, Class Counsel and their expert arrived at a maximum reasonable exposure of this claim of

1 approximately \$1,012,650. This figure was arrived at by assuming that each wage statement that
2 was provided to the class members violated LC §226, and multiplying the number of pay periods
3 during the statutory period by \$50 for initial violations, and \$100 for subsequent violations.

4 Defendant argues that, even assuming there are any violations, which they deny, the fact
5 that derivative violations were minor and that the Defendant had presented evidence of a good
6 faith dispute as to any violation. *Hurst v. Buczek Enters., LLC* (N.D. Cal. 2012) 870 F.Supp.2d
7 810, 829 (no section 226 violation where the employer "makes a good faith claim" in its
8 defense); *Harris v. Vector Mktg. Corp.* (2009) 656 F.Supp.2d 1128, 1146 (N.D. Cal. 2009) (the
9 "employer did not knowingly and intentionally fail to provide itemized wage statements" where
10 there was a "good faith dispute").

11 Based on the raised defenses, as well as the risk of certification and related risks of
12 proving all violations, Plaintiffs have placed a reasonable settlement value of **\$101,265** or ten
13 percent of the reasonable exposure of the pay stub claim. (Bartz Decl., ¶ 11.d).

14 **5. Reimbursement/Wage Deduction Claim**

15 California Labor Code section 2802(a) provides:

16 An employer shall indemnify his or her employee for all necessary expenditures
17 or losses incurred by the employee in direct consequence of the discharge of his
18 or her duties, or of his or her obedience to the directions of the employer, even
19 though unlawful, unless the employee, at the time of obeying the directions,
20 believed them to be unlawful.

21 Plaintiff contends that, with respect to certain class members, including Plaintiffs,
22 Defendant engaged in unlawful deductions from their pay for visa and related costs without
23 reimbursement. Plaintiffs also contend that they and other class members also used their personal
24 cell phones to review their shift schedules and communicate with managers about work business,
25 without reimbursement. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137,
26 1144 (2014) (finding that reimbursement for personal cell phone usage required when mandatory
27 for performing one's job).
28

1 In *Cochran*, the court stated: “The threshold question in this case is this: Does an
2 employer always have to reimburse an employee for the reasonable expense of the mandatory
3 use of a personal cell phone, or is the reimbursement obligation limited to the situation in which
4 the employee incurred an extra expense that he or she would not have otherwise incurred absent
5 the job? The answer is that reimbursement is always required. Otherwise, the employer would
6 receive a windfall because it would be passing its operating expenses on to the employee. Thus,
7 to be in compliance with section 2802, the employer must pay some reasonable percentage of the
8 employee's cell phone bill.” *Id.* at 1144.

9 Defendant contends that it paid for all reasonable and necessary expenses incurred by
10 Plaintiff and class members, and that any deductions were lawful and not actionable.

11 Plaintiff contends that this claim is valued at \$611,967 based upon an average of \$50 in
12 expenses per month per class member throughout the class period. Given the fact that there are
13 individualized issues in proving reimbursement violations and damages, Plaintiff believes this
14 claim’s reasonable value is **\$61,196**, or ten percent of the total value. (Bartz Decl., ¶ 11.e).

15 **6. PAGA**

16 Plaintiffs contend that PAGA penalties are owed based on the numerous alleged Labor
17 Code violations identified above. Once a PAGA violation is found, a court must award civil
18 penalties. *See Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1211-1213.
19 Nevertheless, a court has discretion to reduce the award of civil penalties if it finds that “based
20 on the facts and circumstances of the particular case, to do otherwise would result in an award
21 that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(e)(2).

22 Significantly, moreover, because it is an open question regarding the Defendant’s
23 liability, there is a very real possibility that a court would substantially reduce the penalties, even
24 if they are proven. *See, e.g., Fleming v. Covidien, Inc.*, 2011 WL 7563047, *3-4 (C.D. Cal.
25 2011) (reducing penalties from \$2.8 million to \$500,000 based on wage statement violations
26 because to assess full penalties would be unjust and arbitrary); *Thurman v. Bayshore Transit*
27 *Mgmt., Inc.*, 203 Cal.App.4th 1112, 1134 (2012) (reduction of PAGA penalties by 30% affirmed
28

on appeal).

Class Counsel and their expert calculated the reasonable PAGA penalties to be valued at \$5,487,600, which includes the stacking of penalties for numerous violations, as set forth above. Based on the uncertainty of recovery on Plaintiffs' claims, Plaintiffs believe the PAGA claim's reasonable value is ten percent of the total value, or approximately **\$548,760**. (Bartz Decl., ¶ 11.f).

7. Total Damage Exposure²

Plaintiffs believe that the \$1,250,775 settlement achieved in this case is a very good result for the class members. Based upon a reasonable exposure value of \$2,129,400, the settlement represents approximately 59% of that total value. Given the many defenses raised, the uncertainty of the certifiability of any class, and the risks of going to trial, Class Counsel believe this settlement is a good result for all of the class members. (Bartz Decl., ¶ 11.g).

Importantly, the mere fact that a settlement does not provide the same recovery as might be achieved at trial is not a proper indicator of whether the settlement is fair, reasonable, and adequate. *Wershba*, 91 Cal.App.4th at 246, 250 ("Compromise is inherent and necessary in the settlement process...even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this 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 litigation"); *7-Eleven Owners for Fair Franchising v Southland Corp.* (2000) 85 Cal.App.4th 1135, 1150 ("The fact that a proposed settlement may amount to only a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved"); *White v. Experian Information Solutions, Inc.* (C.D. Cal. 2011) 803 F.Supp.2d 1086, 1098 (rejecting contention settlement was

² The Unfair Competition claim is subsumed into the *Kullar* analysis above. The Unfair Competition claim is based upon the wage and hour violations, and adds an extra year of damages, and is included within the above analysis.

not fair and reasonable even though it represented 99% discount off the maximum value of the claims); *Lane v. Facebook, Inc.* (9th Cir. 2012) 696 F.3d 811, 819 ("[T]he question whether a settlement is fundamentally fair . . . is different from the question whether the settlement is perfect in the estimation of the reviewing court"). Moreover, the proposed settlement is non-reversionary and will provide immediate benefits to the Class Members without a claims process. *White*, 803 F.Supp.2d at 1098; *c.f.*, Federal Judicial Center, *Managing Class Action Litigation: A Pocket Guide for Judges* (3d ed. 2010) at 20, available at <http://www.fjc.gov/sites/default/files/2012/ClassGd3.pdf> (reversionary provisions and/or cumbersome claims process may indicate lack of fairness). Plaintiffs and their counsel submit the settlement is within the "range of reasonableness," and is fair and adequate for the Class.

G. All Class Members Have Received Proper Notice of the Settlement

Pursuant to the Court's Preliminary Approval Order dated November 13, 2025, the Notice of Class Action Settlement was sent out to all 1,054 Class Members via first-class mail by Claims Administrator Phoenix Settlement Administrators ("Phoenix") on December 8, 2025. Prior to this date, the name, last known address, and Social Security number of each Class Member were provided by Defendant through a review of its personnel files. Upon its receipt of the Class Member contact information, Phoenix accessed the National Change of Address ("NCOA") database and updated the addresses provided by Defendant.

After receiving the Class Notice, not a single Class Member has objected to the settlement and not one class member has requested exclusion from the settlement. (Salinas Decl., ¶¶ 8-9).

IV. PLAINTIFFS' REQUESTED ATTORNEYS' FEES ARE APPROPRIATE AND JUSTIFIED

A. Fees Can Be Awarded As A Percentage of the Common Fund

When a common fund is created, attorneys who secured the fund are entitled to a percentage of the fund. (*See Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 ["the court may determine the amount of a reasonable fee by choosing an appropriate percentage of

1 the fund created]; *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 26 [“percentage fees
2 have traditionally been allowed in . . . common fund cases”]). Plaintiffs’ request for one-third of
3 the common fund is reasonable, falls within the Ninth Circuit’s historical benchmark for
4 attorneys fees of 25% to 50% of a common fund, and is fair compensation for undertaking
5 complex litigation on a contingent basis. (*See, e.g.,* Rubinstein, Conte and Newberg, Newberg on
6 Class Actions at § 14:6 [surveying cases, and finding that 30-50% of fees awarded in cases in
7 which the common fund is relatively small]; see also *In re Ampicillin Antitrust Litigation*
8 (D.D.C. 1981) 526 F.Supp. 494 [court approved attorney fee award equal to 45% of the
9 settlement fund].)

10 The percentage method is the preferred method in common fund settlements and
11 regularly used in wage and hour class action settlements. *See, e.g., In re Capacitors Antitrust*
12 *Litig.*, 2018 WL 4790575, at *2 (N.D. Cal. Sept. 21, 2018) (“[T]he percentage-of-the-fund
13 method is preferred when counsel’s efforts have created a common fund for the benefit of the
14 class.”); *Jones v. San Diego Metro. Transit Sys.*, 2017 WL 5992360, at *4 (S.D. Cal. Nov. 30,
15 2017) (“the percentage-of-recovery approach is preferred when fees will be drawn from a
16 common fund”); *In re Korean Air Lines Co., Ltd. Antitrust Litig.*, 2013 WL 7985367, at *1 (C.D.
17 Cal. Dec. 23, 2013) (“The use of the percentage-of-the-fund method in common-fund cases is the
18 prevailing practice in the Ninth Circuit for awarding attorneys’ fees.”); *Bautista v. Harvest*
19 *Mgmt. Sub LLC*, 2014 WL 12579822, at *11 (C.D. Cal. July 14, 2014) (“The benefit percentage
20 method is generally preferred in common fund cases”). The “recognized advantages” of the
21 percentage method include “relative ease of calculation, alignment of incentives between counsel
22 and the class, a better approximation of market conditions in a contingency case, and the
23 encouragement it provides counsel to seek an early settlement and avoid unnecessarily
24 prolonging the litigation.” *Laffitte, supra*, 1 Cal. 5th at 503.

25 Unlike the federal courts, California law does not recognize an explicit 25%
26 “benchmark” to use in determining common fund fees. *Laffitte*, 1 Cal.5th at 495-504. To the
27 contrary, many California courts have concluded that common fund awards exceed the Ninth
28

1 Circuit benchmark. *See In re Ampicillin Antitrust Litigation* 526 F.Supp. 494 (D.D.C. 1981)
2 (court approved attorney fee award equal to 45% of the settlement fund).

3 Class counsel seeks an award of attorneys' fees of \$416,666, or one-third of the
4 settlement. Class counsel's fee is eminently reasonable here. Class counsel achieved a very
5 good result, with an average payout of approximately \$672 per class member.

6 **B. Plaintiffs' Attorneys' Fees Are Also Recoverable Under A Lodestar**
7 **Cross-Check**

8 A lodestar cross-check is also within a Court's discretion to ensure that the fee percentage
9 is reasonable. *See Laffitte, supra*, 1 Cal.5th at 504-506. As *Laffitte* recognizes, "trial courts
10 conducting lodestar cross-checks have generally not been required to closely scrutinize each
11 claimed attorney-hour but have instead used information on attorney time spent to focus on the
12 general question of whether the fee award appropriately reflects the degree of time and effort
13 expended by the attorneys." *Laffitte, supra*, 1 Cal.5th at 505 (internal quotation omitted). Other
14 courts agree. *See, e.g., Aguilar v. Wawona Frozen Foods*, 2017 WL 2214936, at *6 (E.D. Cal.
15 2017) ("[I]t is well established that '[t]he lodestar cross-check calculation need entail neither
16 mathematical precision nor bean counting. . . [courts] may rely on summaries submitted by the
17 attorneys and need not review actual billing records.'") (internal citations omitted); *Sutter Health*
18 *Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (in class actions, hours may be
19 documented in summary or declaration form, without the need for full time records)).

20 Once a lodestar has been established, it may "be adjusted, based on consideration of
21 factors specific to the case, in order to fix the fee at the fair market value for the legal services
22 provided." *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). "[C]ourts have
23 routinely enhanced the lodestar to reflect the risk of non-payment in common fund cases." *In re*
24 *Washington Public Power Supply System Securities Litig.*, 19 F.3d 1291, 1300 (9th Cir. 1994). In
25 evaluating the lodestar, and whether an upward adjustment is appropriate, courts look to the
26 contingent risks involved, qualifications of counsel, the reasonableness of the rates charged, the
27 novelty and difficulty of the case, the results achieved, and related matters. *See, e.g., Serrano*,

1 *supra*, 20 Cal.3d 25, 49; *see also Press v. Lucky Stores, Inc.*, 34 Cal.3d 311, 321-322 (1983). All
2 such factors support the fee award here.

3 The starting point in determining the appropriate hourly fee is to discern the prevailing
4 rate for similar work in the pertinent geographic area. *PLCM Group v. Perez*, 22 Cal. 4th 1084,
5 1096-1097 (2000) (using prevailing hourly rate in community for comparable legal services even
6 though party used in-house counsel). Class Counsel's hourly rates are comparable to, or less
7 than, those charged by other class action plaintiffs' counsel and are commensurate with the rates
8 awarded to Class Counsel in similar actions. (*See* Bartz Decl., ¶ 25.a; Declaration of Walter
9 Haines ("Haines Decl."), ¶ 7; Declaration of Peggy Reali ("Reali Decl."), ¶ 12).

10 A properly supported motion for attorney's fees is prima facie evidence that the expenses
11 and services were necessarily incurred. *Hadley v. Krepel*, 167 Cal.App.3d 677, 682 (1985).
12 Here, Class Counsel provide appropriately detailed declarations and detailed, contemporaneous
13 billing statements in support of the lodestar amounts. (Bartz Decl., ¶ 25.a, Ex. 4). Billing records
14 are entitled to a "presumption of credibility" and "are entitled to credence in the absence of a
15 clear indication the records are erroneous." *Horsford v Board of Trustees*, 132 Cal.App.4th 359,
16 396 (2005).

17 Based on Class Counsel's lodestar, a one-third fee results in a 1.98 multiplier to date. A
18 multiplier is appropriate when "(1) attorneys take a case with the expectation they will receive a
19 risk enhancement if they prevail, (2) their hourly rate does not reflect that risk, and (3) there is
20 evidence the case was risky." *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th Cir. 2016). Here,
21 Class Counsel took this case on a full contingency basis, their rates are commensurate with
22 market rates of hourly defense counsel, and do not reflect the risk associated with this being a
23 contingency case. (Bartz Decl., ¶ 25.f).

24 This case also presented substantial risks for Class Counsel. Defendant raised various
25 exemption defenses, and attempted to compel arbitration of the claims which, if successful, may
26 have substantially reduced Defendant's exposure in this action. This was a very real possibility,
27 but Plaintiff and Class Counsel aggressively litigated this matter to a successful settlement.

California law also embraces the application of fee multipliers. *See Wershba v. Apple Computer*, 91 Cal.App.4th 224, 255 (2001) (under California law, “[m]ultipliers can range from 2 to 4 or even higher.”). The multiplier requested here is also well below those granted in other complex class actions involving a common fund. *See Kang v. Wells Fargo Bank, N.A.*, 2021 WL 5826230 (N.D. Cal. Dec. 8, 2021) (multiplier of **5.49** granted after lodestar cross-check in wage and hour class action); *Steiner v. Am. Broadcasting Co.*, 248 Fed. App’x 780, 783 (9th Cir. 2007) (awarding cross-check multiplier of **6.85**); *Gutierrez v. Wells Fargo Bank, N.A.*, 2015 WL 2438274, at *7 (N.D. Cal., May 21, 2015) (applying **5.5** lodestar multiplier in UCL class action).

The multiplier also does not reflect additional work that will need to be performed in this case. Class Counsel estimate that they will spend at least 25 hours preparing and attending the final approval hearing, conferring with the settlement administrator, responding to inquiries from class members, and assisting in administering the settlement. (Bartz Decl., ¶ 25.a). Accounting for such future incurred fees is permissible when performing a lodestar cross-check. *See In re Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litig.*, 746 Fed.Appx. 655, 659 (9th Cir. 2018); *Reyes v. Bakery and Confectionary Union and Ind. Int’l Pension Fund*, 281 F.Supp.3d 833, 856 (N.D. Cal. 2017) (finding that 125 anticipated future hours included in lodestar to manage “class members’ claims” appropriate and reasonable). When such future hours are included in the lodestar, the multiplier is reduced to 1.77.

1. The Requested Award of Attorneys’ Fees is Supported by Class Counsel’s Prosecution of this Case on a Contingency Basis

Recognizing that attorneys who represent clients under contingency-fee agreements shoulder considerable risk of the possibility of minimal or low recovery, courts recognize that contingent-fee attorneys should obtain a larger fee than the market-value of their services in order to help assure skilled representation of class interests. *See Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th at 580 (“[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.”); *Ketchum v. Moses*, 24 Cal. 4th at 1132 (2001) (“[A] contingent fee

1 contract, since it involves a gamble on the result, may properly provide for larger compensation
2 than would otherwise be recoverable.’).

3 The risks faced by attorneys working on contingency are substantial. This is particularly
4 true in the context of class action litigation where there can be numerous hotly contested
5 procedural and substantive issues, considerable outlay of costs without guarantee of recovery,
6 and the possibility that intervening factors, such as the financial condition of the defendant, may
7 limit the scope of potential recovery. California courts thus recognize that “the experience of the
8 marketplace indicates that lawyers generally will not provide legal representation on a contingent
9 basis unless they receive a premium for taking that risk.” *Ketchum*, 24 Cal. 4th at 1136. “Given
10 the unique reliance of our legal system on private litigants to enforce substantive provisions of
11 law through class and derivative actions ... [attorneys] must be provided incentives roughly
12 comparable to those negotiated in the private bargaining that takes place in the legal
13 marketplace, as it will otherwise be economic for defendants to increase injurious behavior.”
14 *Lealao*, 82 Cal. App. 4th at 47. These policies support Plaintiffs’ fee request, as Class Counsel
15 undertook substantial risk in prosecuting this case.

16 **2. The Requested Award of Attorneys’ Fees is Supported by the Results**
17 **Achieved on Behalf of the Class**

18 Courts assess the reasonableness of a request for attorneys’ fees by examining the
19 results achieved on behalf of the Class. *See Serrano*, 20 Cal. 3d at 49. This settlement
20 represents a substantial recovery for the Settlement Class in light of the compelling defenses to
21 liability.

22 As set forth above and in the supporting declarations, Class Counsel undertook a
23 thorough analysis of the claims in this action including spending hundreds of hours of legal
24 research and data analysis to develop the core theories of liability in this case. Using this data,
25 Class Counsel was able to determine that the maximum settlement amount of \$1,250,775 was
26 well within the range of the “risk adjusted” valuation of the potential recovery. Class Counsel
27 also expended substantial efforts and resources communicating with Plaintiffs and other
28 settlement class members, in order to maximize the total amount claimed by class members

1 under the settlement. The result is that participating Class Members will receive over \$708,552
2 in total settlement payments at an average recovery of approximately \$672. Accordingly, the
3 cumulative benefits achieved by the Settlement favor approval of the requested fees.

4 **3. The Requested Award of Attorneys' Fees is Supported by Class**
5 **Counsel's Experience, Reputation, and Skill**

6 The "skill and experience of the attorneys and nature of work performed" are also
7 evaluated under California law in connection with a fee motion. *Northwest Energetic Services,*
8 *LLC v. Cal. Franchise Tax Bd.*, 159 Cal. App. 4th 841, 880 (2008). Class Counsel regularly
9 litigate wage and hour claims and have considerable experience settling wage and hour class
10 actions. (See Bartz Decl. at ¶¶ 14-16; Haines Decl. at ¶ 3; Reali Decl., at ¶ 5).

11 **V. PLAINTIFFS' REQUESTED COSTS ARE REASONABLE AND SHOULD BE**
12 **APPROVED**

13 Class Counsel has incurred a total of **\$17,606.62** in costs and expenses that would
14 normally be billed to a fee-paying client. Defendant has agreed to pay out these costs out of the
15 settlement amount. The majority of costs incurred in this action relate to filing fees, expert fees,
16 and mediator fees, which are costs that are reasonable and necessary to the litigation of this case.
17 (See Bartz Decl. at ¶ 26, Ex. 5).

18 In accordance with the Settlement Agreement, Class Counsel requests an award of
19 \$17,606.62. The requested costs should therefore be awarded.

20 **VI. THE REQUESTED PAYMENT TO THE CLAIMS ADMINISTRATOR IS**
21 **REASONABLE AND SHOULD BE APPROVED**

22 Plaintiffs request final approval of claims administration costs in the amount of
23 \$12,950 to be paid to Phoenix, which, per the Court's preliminary approval Order, attests
24 that it has promptly and properly distributed the Class Notice, to all Class Members and has
25 otherwise completed all of its duties in administering and facilitating the settlement terms in this
26 action. (See generally Salinas Decl.)
27
28

1 **VII. THE ENHANCEMENT AWARDS FOR THE CLASS REPRESENTATIVES**
2 **ARE FAIR AND REASONABLE**

3 The proposed Class Representative Service Payments are intended to recognize their
4 initiative, risks, and efforts on behalf of the Settlement Class. Courts routinely approve class
5 representative service payments, also known as incentive awards, to compensate named plaintiffs
6 for the services they provide and the risks they incur during class action litigation. *See In re*
7 *Cellphone Fee Termination Cases*, 186 Cal. App. 4th 1380, 1393 (2010); *see also Bell v.*
8 *Farmers Ins. Exch.*, 115 Cal. App. 4th 715, 726 (2004) (upholding “service payments” to named
9 plaintiffs for efforts in bringing the case); Manual for Complex Litigation, § 21.62, fn. 971
10 (noting that such awards “may sometimes be warranted for time spent meeting with Class
11 Members, monitoring cases, or responding to discovery”). “An incentive award may be
12 appropriate to induce someone to serve as a class representative. In determining whether to make
13 an incentive award, the court may consider (1) the risk, both financial and otherwise, the class
14 representative faced in bringing the suit; (2) the notoriety and personal difficulties encountered
15 by the class representative; (3) the amount of time and effort spent by the class representative;
16 (4) the duration of the litigation; and (5) the personal benefit received by the class representative
17 as a result of the litigation.” *Golba v. Dick’s Sporting Goods, Inc.*, 238 Cal.App.4th 1251, 1272
18 (2015).

19 In this litigation, the named class representatives Cesar Eduardo Rodriguez Revelo and
20 Furkatjon Umarov testify to their risks, time and effort incurred, the adverse consequences
21 suffered, and the benefits received in this case. (*See generally*, the Declarations of Cesar Eduardo
22 Rodriguez Revelo and Furkatjon Umarov). In addition, the named plaintiff is required to execute
23 a general release of all claims against Defendant, which includes a waiver of unknown claims
24 and their rights under California Civil Code § 1542. For all of these reasons, the requested
25 service payments of \$10,000 each for Mr. Revelo and Mr. Furkatjon, are appropriate and
26 justified.

1 **VIII. CONCLUSION**

2 Based on the foregoing, Plaintiffs respectfully request that this Court issue an Order and
3 Judgment approving the Settlement, and grant Plaintiffs' attorneys' fees and costs, Phoenix's
4 administrative expenses, and Plaintiffs' enhancement awards.

5
6
7 Dated: February 5, 2026

BARTZ LAW GROUP, APC

8 // Aaron Bartz //

9 Aaron A. Bartz

10 Attorney for Plaintiffs CESAR EDUARDO
11 RODRIGUEZ REVELO and FURKATJON
12 UMAROV and all others similarly situated
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28