HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
arowbotham@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

QUENTECE BOONE, as an individual and on behalf of all others similarly situated, Plaintiff, vs. CEC EMPLOYEE GROUP, LLC, a Delaware Limited Liability Company; CODING DOJO, INC.; PERDOCEO EDUCATION CORPORATION; and DOES 1 through 100, Defendants.	CASE NO. 23STCV10680 [*Case assigned for all purposes to the Hon. Timothy Patrick Dillon, Dept. 15]* **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE SERVICE AWARD** Date: May 6, 2026 Time: 10:00 a.m. Dept.: 15 Action Filed: May 11, 2023 Trial Date: None Set

PLEASE TAKE NOTICE that on May 6, 2026, at 10:00 a.m., or as soon thereafter as the matter may be heard in Department 15 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiff Quentece Boone ("Plaintiff"), individually and on behalf of the Settlement Classes, will and hereby does move this Court for entry of an Order pursuant to California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court:

1. Confirming certification of the CEC Class and the Coding Dojo Class for settlement purposes under California Code of Civil Procedure § 382;
2. Confirming appointment of Plaintiff Quentece Boone as Class Representative for settlement purposes;
3. Confirming appointment of Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel for settlement purposes;
4. Granting final approval of the Parties' operative Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement");
5. Approving an award of $180,000.00 in attorneys' fees to Class Counsel;
6. Approving an award of $21,189.09 in litigation cost reimbursement to Class Counsel;
7. Approving an award of $7,490.00 in settlement administration costs to Apex Class Action LLC ("Apex");
8. Approving the $40,000.00 Gross PAGA Payment under the Settlement Agreement, including payment of $30,000.00 to the California Labor and Workforce Development Agency and distribution of $10,000.00 to PAGA Aggrieved Employees;
9. Approving a Class Representative Service Award of $7,500.00 to Plaintiff for her service as Class Representative; and
10. Entering final judgment in the form of the [Proposed] Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, and Class Representative Service Award submitted herewith.

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

Procedure § 382; (2) Plaintiff and Class Counsel continue to be adequate representatives of the Settlement Classes; (3) the Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour and PAGA claims; (4) the requested awards of attorneys' fees and costs, the Class Representative Service Award, the PAGA allocation, including the LWDA payment, and settlement administration costs are fair, adequate, and reasonable; and (5) in light of the foregoing, the [Proposed] Judgment and Order submitted concurrently herewith should be entered so as to give finality to, and allow for distribution under, the Settlement.

This Motion is based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of Andrew J. Rowbotham, Paul K. Haines, Fletcher W. Schmidt, Quentece Boone[1], and Madely Nava of Apex, and the exhibits attached thereto; the Settlement Agreement; all other pleadings and papers on file in this action; and any further oral or documentary evidence or argument presented at the time of hearing.

Dated: April 14, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________
Andrew J. Rowbotham
Attorneys for Plaintiff

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[1] Plaintiff Quentece Boone previously submitted her declaration in support of preliminary approval on April 7, 2025. Plaintiff refiles that declaration with this Motion for the Court's convenience and ease of reference.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Quentece Boone ("Plaintiff") submits this Memorandum of Points and Authorities in support of her Motion for Final Approval of Class Action and PAGA Settlement on behalf of the two Settlement Classes defined in the operative Amended Class Action and PAGA Settlement Agreement: (1) the "CEC Class," consisting of all individuals who are or previously were employed by Defendants CEC Employee Group, LLC who worked in California as non-exempt employees during the period from March 2, 2020 through June 3, 2024; and (2) the "Coding Dojo Class," consisting of all non-exempt individuals who are or previously were working for Coding Dojo in California as non-exempt employees during the period from May 11, 2019 through June 3, 2024. The operative Settlement Agreement defines "Defendants" as CEC Employee Group, LLC, Coding Dojo, Inc., and Perdoceo Education Corporation. Plaintiff and Defendants are collectively referred to as the "Parties."

The non-reversionary $540,000.00 Settlement provides for payments to all 200 Participating Class Members. Based on Apex's current calculations, the average estimated Individual Settlement Payment is approximately $1,419.10, and the highest estimated Individual Settlement Payment is approximately $3,407.20. The Settlement also resolves Plaintiff's representative claim under the Private Attorneys General Act, Labor Code § 2698 *et seq*. ("PAGA"), providing compensation to the State of California and 105 PAGA Aggrieved Employees. The average estimated Individual PAGA Payment is approximately $95.24. Following mailing of the Court-approved Class Notice, Apex received no objections, no requests for exclusion, and no disputes, resulting in 200 Participating Class Members out of 200 possible, or a 100% participation rate.

As discussed below, the Court should grant Plaintiff's Motion in its entirety because: (1) the Settlement Classes continue to satisfy the requirements for certification under Code of Civil Procedure § 382; (2) the Settlement is fair, adequate, and reasonable in light of the Parties' disputes and litigation risks; and (3) the requested awards of attorneys' fees and costs, the Class Representative Service Award, the California Labor and Workforce Development Agency

("LWDA") payment, and settlement administration expenses are all reasonable and supported. Accordingly, the Court should enter the [Proposed] Judgment and Order submitted herewith.

II. FACTUAL AND PROCEDURAL BACKGROUND

On May 11, 2023, Plaintiff filed the initial Complaint, alleging that Defendants failed to: (1) provide all required meal periods; (2) authorize and permit all required rest periods; (3) issue accurate, itemized wage statements; (4) timely pay all final wages upon separation; and (5) comply with California's Unfair Competition Law ("UCL"). On July 17, 2023, Plaintiff filed the operative First Amended Complaint ("FAC"), adding a cause of action for civil penalties under PAGA. Declaration of Andrew J. Rowbotham ("Rowbotham Decl."), ¶ 10.

Before mediation, Defendants produced timekeeping and payroll records for all putative class members, along with the employee handbook and other relevant policies. With the assistance of a retained expert holding a Ph.D. in economics, Plaintiff analyzed the records and created a comprehensive damages model. On March 5, 2024, the Parties participated in a private mediation with Michael J. Loeb, Esq., a highly respected wage and hour class action mediator. At the conclusion of the mediation, Mr. Loeb issued a mediator's proposal, which the Parties ultimately accepted. Rowbotham Decl., ¶ 11.

After the Court issued its October 14, 2025 checklist for preliminary approval, the Parties met and conferred regarding the Court's concerns, amended the long-form Settlement Agreement, and filed supplemental briefing. Plaintiff also filed Doe amendments on December 23, 2025 naming Coding Dojo, Inc. and Perdoceo Education Corporation. On January 15, 2026, after considering the moving and supplemental papers, the Court granted preliminary approval. Rowbotham Decl., ¶¶ 9, 12; Ex. 1 (Order Granting Preliminary Approval). Plaintiff also provided the LWDA with the Settlement Agreement and the moving papers associated with preliminary approval. *Id.*; Ex. 3 (LWDA Submission Confirmation).

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Classes Definition

CEC Class: all individuals who are or previously were employed by Defendants CEC Employee Group, LLC who worked in California as non-exempt employees during the time period of March 2, 2020, to June 3, 2024. Settlement Agreement § 1.5.

Coding Dojo Class: all non-exempt individuals who are or previously were working for Coding Dojo in California as non-exempt employees during the time period of May 11, 2019, to June 3, 2024. *Id.* § 1.6.

B. Monetary Terms

Defendants will pay a non-reversionary Gross Settlement Amount ("GSA") of $540,000.00. Settlement Agreement §§ 1.24, 3.1. After deducting the requested attorneys' fees of $180,000.00, litigation costs of $21,189.09, the $7,500.00 Class Representative Service Award, $7,490.00 in settlement administration costs, and the $40,000.00 Gross PAGA Payment, Apex currently estimates that approximately $283,820.91 will be distributed to Participating Class Members as Individual Class Payments. *Id.* §§ 1.30, 3.2.1-3.2.5; Nava Decl., ¶¶ 15-16; Rowbotham Decl., ¶ 13.

For tax purposes, one-third of each Individual Class Payment will be allocated to wages (subject to applicable withholdings), and two-thirds will be allocated to interest and penalties (not subject to withholdings). Settlement Agreement § 3.2.4.1. The Individual PAGA Payments will be allocated 100% to penalties and reported on IRS 1099 forms. *Id.* § 3.2.5.2. Further, Defendants will pay the employer's share of payroll taxes separately from, and in addition to, the GSA. *Id.* § 3.1.

C. Summary of Notice Process

On February 23, 2026, Apex Class Action LLC ("Apex"), the Court-appointed Settlement Administrator, mailed the Court-approved Class Notice to the 200 Settlement Class Members. Nava Decl., ¶ 7. After the initial mailing, 12 notices were returned as undeliverable. Apex skip-traced all 12 notices, successfully obtained updated addresses for 11, and promptly remailed those 11 notices. One notice was ultimately deemed undeliverable. Nava Decl., ¶¶ 8-9. Settlement Class Members have until April 24, 2026, to submit any disputes, objections, or requests for exclusion. Nava Decl., ¶¶ 10-13. As of April 14, 2026, Apex has received no objections, no requests for exclusion, and no disputes. Nava Decl., ¶¶ 11-13. Plaintiff will file a supplemental declaration from Apex after the applicable response deadlines have passed to confirm the final results of the notice process, including whether any objections, requests for exclusion, or disputes were received.

D. Timing of Payments

Defendants will fully fund the GSA, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, no later than fourteen (14) calendar days after the Effective Date. Settlement Agreement § 4.3. Within seven (7) days after Defendants fund the GSA, the Settlement Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Award. *Id*. § 4.4.

Individual Class Payment and Individual PAGA Payment checks will remain valid and negotiable for one hundred eighty (180) calendar days after the date of issuance. Settlement Agreement § 4.4.1. After that 180-day period, the Settlement Administrator will cancel any uncashed checks and transmit the funds represented by those checks to Koinonia Family Services, the Parties' agreed-upon cy pres designee, and prepare the report required by Code of Civil Procedure § 384. *Id*. § 4.4.3.

IV. ARGUMENT

A. The Court Should Confirm Certification of the Settlement Class Under § 382

Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable, and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest, and common questions of law and fact predominate over individual issues; (3) the representative's claims are typical of the class's claims; and (4) the representative will fairly and adequately represent the class's interests. *See Richmond v. Dart Industries, Inc*. (1981) 29 Cal.3d 462, 470.

Here, the Court determined that the CEC Class and Coding Dojo Class satisfy the requirements for certification for settlement purposes when it granted preliminary approval on January 15, 2026. Rowbotham Decl., Ex. 1. Since then, no class member has objected, requested exclusion, or disputed workweek or pay-period information. Nava Decl., ¶¶ 11-14. This favorable class response further supports final approval and confirmation of the Court's conditional certification order.

B. Settlement Merits Final Approval as Fair and Reasonable

California courts strongly favor settlement. *See Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action settlements require court approval to prevent fraud, collusion, and unfairness to class members. *See Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79. This process includes preliminary approval, notice to class members, and a final fairness and approval hearing, where class members may be heard regarding the settlement.

Now that the Settlement Administrator has provided notice to the Settlement Class, Plaintiff respectfully requests that the Court grant final approval of the Settlement as fair, adequate, and reasonable.

1. The Settlement Was Reached Through Arm's-Length Negotiations

A settlement is presumptively fair when it is reached through arm's-length bargaining, based on sufficient discovery and investigation to allow counsel and the Court to act intelligently, involves experienced counsel, and faces minimal objections. *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1802. A trial court has broad discretion in determining whether a proposed settlement is fair under the circumstances. *Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438. The primary concern in exercising this discretion is ensuring that the settlement is "fair, adequate, and reasonable." *Dunk, supra*, 48 Cal.App.4th at 1801 (internal quotations omitted).

Relevant factors include:

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

These factors require balancing, are non-exhaustive, and should be tailored to each case, giving due regard to "what is otherwise a private consensual agreement between the parties." *Id*.

"In the context of a settlement agreement, the test is not the maximum amount Plaintiff might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the circumstances." *Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 250. Settlements inherently involve compromise, and even those providing substantially narrower relief than might be obtained at trial can be reasonable because "the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation." *Id*. (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc*., 455 F.2d 101, 109 (7th Cir. 1972)).

Here, the Settlement resulted from extensive arm's-length negotiations between experienced counsel with the assistance of a respected neutral mediator. The Settlement is fair, adequate, and reasonable for all Class Members. While Plaintiff maintains that the claims are meritorious, Plaintiff acknowledges the substantial risks and uncertainty in proceeding with class certification and eventually trial, which justify a downward departure from the maximum exposure that Plaintiff calculated each claim carried.

As detailed in Plaintiff's Motion for Preliminary Approval, Defendants contend that many or all Class Members signed arbitration agreements containing class action waivers, which could potentially bar classwide adjudication and require individual arbitration of their claims. That issue alone presented significant litigation risk, particularly with respect to certification and the ability to obtain relief on a representative basis. Rowbotham Decl., ¶ 14.

Plaintiff contends Defendants failed to provide uninterrupted, 30-minute meal periods commencing before the end of the fifth hour of work, and failed to pay all meal period premiums owed as a result. Rowbotham Decl., ¶ 15. Defendants respond that they maintained a facially compliant meal period policy, were required only to provide the opportunity to take meal periods rather than ensure they were taken, and that any late, short, or missed meal periods reflected employee choice rather than a uniform unlawful policy. *Id.* Defendants further contend that individualized inquiries would be required to determine whether any waiver applied, whether a premium was paid, and why a particular meal period was late, short, or missed. *Id.*

Plaintiff also contends Defendants failed to authorize and permit compliant rest periods due to workload demands, mandatory availability for student communications, and the practical inability to step away from work responsibilities. Rowbotham Decl., ¶ 16. Defendants dispute those allegations and assert that they maintained a facially lawful written rest period policy, always authorized and permitted rest periods consistent with that policy, and did not impede employees' ability to take them. *Id.* Defendants further contend that rest periods are inherently unrecorded, and that individualized inquiries would be necessary to determine whether any employee was actually denied a compliant rest period on any given shift, thereby creating significant certification and manageability issues. *Id.*

Plaintiff further alleges derivative wage statement violations, waiting time penalties, violations of the Unfair Competition Law, and PAGA penalties based on the same underlying conduct. Rowbotham Decl., ¶ 17. Defendants contend that any wage statement violations were not knowing and intentional and did not cause injury within the meaning of Labor Code § 226(e). *Id.* Defendants also contend they had good-faith defenses to the underlying meal period and rest period claims, which would preclude waiting time penalties because any failure to pay final wages would not have been willful. *Id.* Defendants likewise maintain that Plaintiff's UCL claim rises or falls with the underlying wage-and-hour theories, and that even if some liability were established, the Court would likely exercise its discretion to substantially reduce any PAGA penalties. *Id.*

These considerations heavily influenced the Settlement negotiations and confirm that the Settlement is fair, adequate, and reasonable given the risks of continued litigation. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff and Class Counsel conducted a detailed analysis of Defendants' data to determine the calculated damages figures. Only after that comprehensive analysis did the Parties participate in mediation and agree to the Settlement now before the Court. Thus, while these risks are not exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable.

2. Settlement Compensation Is Fair, Adequate, and Proportional

The Settlement Administrator will calculate and distribute Individual Class Payments based on each Participating Class Member's pro rata share of the Net Settlement Amount, determined by the number of workweeks that Participating Class Member worked during the CEC Class Period and/or the Coding Dojo Class Period. Settlement Agreement § 3.2.4. Each

Participating Class Member's payment from the NSA will be calculated by dividing the NSA by the total number of workweeks worked by all Participating Class Members during the CEC Class Period and/or the Coding Dojo Class Period, and then multiplying that result by the Participating Class Member's own workweeks. *Id*.

In addition, 25% of the Gross PAGA Payment, or $10,000.00, will be distributed to all PAGA Aggrieved Employees based on the number of PAGA Pay Periods each Aggrieved Employee worked during the PAGA Period, regardless of whether any Class Member submitted a Request for Exclusion from the class portion of the Settlement. Settlement Agreement §§ 1.26, 1.36, 3.2.5. The Individual PAGA Payments will be allocated 100% to penalties. *Id*. § 3.2.5.2.

This distribution methodology fairly compensates Settlement Class Members and PAGA Aggrieved Employees in proportion to the extent of their alleged exposure to wage-and-hour violations, with higher payments allocated to those who worked more workweeks or pay periods. The formula is directly tied to the damages and penalties that employees could have recovered at trial and is therefore fair, adequate, and reasonable.

3. The 100% Participation Rate Supports Final Approval

The Settlement Class Members' response is a relevant factor in determining whether the Settlement merits final approval. Dunk, supra, 48 Cal.App.4th at 1801. Moreover, the absence of objections and requests for exclusion supports a presumption of fairness. *See 7-Eleven Owners for Fair Franchising v. Southland Corp*. (2000) 85 Cal.App.4th 1135, 1152-53 (finding that 9 objections and 80 opt-outs from a class of 5,454 demonstrated a "particularly impressive" favorable response).

As of the date of filing of this Motion, no Class Members have objected, no Class Members have requested exclusion, and no Class Members have disputed their workweek or pay-period information. This favorable response to date further supports final approval and confirms that the Settlement is fair, adequate, and reasonable.

C. **The Requested Fee Award is Reasonable as a Percentage of the Common Fund Confirmed by a Lodestar "Cross-Check"**

Plaintiff and Settlement Class Members, as the prevailing parties in settlement, are entitled to recover their attorney's fees and costs for their wage claims. *See* Labor Code §§ 226(e), 1194, 2699(g); Cal. Code Civ. Proc. § 1021.5. An attorneys' fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See e.g.*, *Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Cmmty. for Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983).

When a settlement results in a common fund for the benefit of a class, class counsel may be awarded fees as a percentage of the common fund. *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001) (recognizing the "percentage of recovery" method). The California Supreme Court confirmed in *Laffitte v. Robert Half Int'l, Inc.* that "[t]he percentage of fund method survives in California class action cases." 1 Cal.5th 480, 506 (2016). In *Laffitte*, the California Supreme Court held:

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

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

Here, Class Counsel requests $180,000.00 in attorneys' fees, which is one-third of the Gross Settlement Amount. That request is fair and reasonable under the percentage-of-the-fund method. "Regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc*. (2008) 162 Cal.App.4th 43, 66, fn. 11. This is also consistent with Class Counsel's experience in similar wage and hour class action matters. Rowbotham Decl., ¶ 18. Thus, the percentage sought here is reasonable.

The California Supreme Court in *Laffitte* also held trial courts have discretion to assess the reasonableness of fee awards with tools such as the "lodestar cross-check," whereby the trial court calculates counsel's lodestar and determines whether the "lodestar multiplier" needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte*, 1 Cal.5th at 503-506. While a trial court may utilize the lodestar cross-check, it need not do so. *Id*., at 506 ("[w]e hold further that the trial courts have discretion to conduct a lodestar cross-check on a percentage fee, as the court did here; they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.").

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

Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See*, *e.g.*, *Chavez*, 162 Cal. App. 4th at 49-50 (approving multiplier of approximately 2.5); *Coalition for L.A. County Planning etc. Interest v. Bd. of Supervisors*, 76 Cal. App. 3d 241, 251 (1977) (approving multiplier of about 2.04); *Gutierrez v. Wells Fargo Bank, N.A.*, 2015 WL

2438274, at *7 (N.D. Cal. May 21, 2015) ("Accordingly, this order allows a multiplier of 5.5 mainly on account of the fine results achieved on behalf of the class, the risk of non-payment they accepted, the superior quality of their efforts, and the delay in payment."); *Uschold v. NSMG Shared Servs., LLC*, 2020 WL 3035776, at *16 (N.D. Cal. June 5, 2020) (approving multiplier of 4.0); *Vizcaino v. Microsoft Corp*., 290 F.3d 1043, 1051 (9th Cir. 2002) (affirming multiplier of 3.65); *In re Apple iPhone/iPod Warranty Litig*., 40 F. Supp. 3d 1176, 1181 (N.D. Cal. 2014) ("Furthermore, plaintiffs are correct that the resulting [3.62 times] multiplier … would not be out of bounds, given the success they achieved in this action and the other relevant factors."). In class actions such as this one, where the value of the benefit conferred to the class "can be monetized with a reasonable degree of certainty," the court may "adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 557 (2009); *Lealao v. Beneficial California, Inc*., 82 Cal. App. 4th 19, 47 (2000) ("Given the unique reliance of our legal system on private litigants to enforce substantive provisions of law through class and derivative actions, attorneys providing the essential enforcement services must be provided incentives roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace, as it will otherwise be economic for defendants to increase injurious behavior.").

In this case, Class Counsel's lodestar is approximately $138,680.00, and the requested fee of $180,000.00 reflects a lodestar multiplier of approximately 1.3. Rowbotham Decl., ¶ 19. A general summary showing the number of hours worked by each attorney and firm paralegals, and the resulting lodestar, is set forth below and supported by Class Counsel's billing summary. *Id.* ¶ 9; Ex. 5 (Billing Summary). Class Counsel submit that the billing rates used are reasonable in view of the evidence submitted herewith. *Id.*; Ex. 6 (2026 Laffey Matrix).

Name	**Rate**	**Hours**	**Pre-Multiplier Lodestar**
Paul K. Haines (20th Year Attorney)	$975	9.0	$8,775.00
Fletcher W. Schmidt (14th Year Attorney)	$875	34.7	$30,362.50

Andrew J. Rowbotham (12th Year Attorney)	$775	114.5	$88,737.50
Susan J. Perez (7th Year Attorney)	$550	15.5	$8,525.00
Firm Paralegals	$200	11.4	$2,280.00
Total Lodestar			**$138,680.00**

Even when the Court uses a lodestar cross-check, the lodestar calculation does not end the analysis. "The product of reasonable hours times a reasonable rate does not end the inquiry." *Hensley v. Eckerhart*, 461 U.S. 424, 434 (1983). **Courts consider results first, and "[f]oremost among these considerations … is the benefit obtained for the class."** *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011). California courts likewise evaluate the contingent risk, the complexity and difficulty of the issues, the skill displayed, and the success achieved when deciding whether a multiplier is warranted. *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 579 (2004), as modified (Jan. 12, 2005) ("[Lodestar] may be adjusted by the court based on factors including ... (1) the novelty and difficulty of the questions involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, (4) the contingent nature of the fee award.").

The fee award requested here is justified because Class Counsel achieved a significant monetary recovery for the Settlement Class in an uncertain and risky case while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino, supra,* 290 F.3d at 1048-51 (finding that exceptional results in a contingency case, significant risk and the absence of supporting precedents, are proper considerations in awarding attorney's fees).

The fee request is further justified because Class Counsel negotiated a substantial recovery for the Settlement Class, and no Settlement Class Member objected to the Settlement or to Class Counsel's fee request. *See* Nava Decl., ¶¶ 12-14. In addition, the average estimated Individual Settlement Payment in this case is approximately $1,419.10, which exceeds average payments in similar wage and hour class action settlements. *See, e.g.*, *Sorenson v. PetSmart, Inc.*, No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action settlement approved where average class member recovery was approximately $60); *Schiller v. David's*

Bridal, Inc., No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001 (E.D. Cal. June 11, 2012) (finding that average payment to class members of less than $200 was a "good" result); *Williams v. Centerplate, Inc.*, No. 11-CV-2159 HKSC, 2013 WL 4525428 (S.D. Cal. Aug. 26, 2013) (granting final approval of class action settlement where average recovery for each class member was approximately $108 and describing result as "very favorable"). The fact that Class Counsel achieved these results in the face of serious defense challenges, and in an uncertain legal landscape, confirms the strength of the results achieved.

As discussed above and in Plaintiff's Motion for Preliminary Approval, Defendants presented numerous defenses that could seriously limit or outright prevent potential recovery on Plaintiff's claims, including the threat of compelling arbitration based on agreements signed by Plaintiff and other putative class members. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and expending considerable effort, all while working on a pure contingency basis. Since undertaking representation of Plaintiff, Class Counsel have borne all costs of litigation without receiving any compensation to date. During this time, Class Counsel has incurred litigation costs, and devoted substantial time to this litigation.

Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, conducting extensive informal discovery, analyzing Settlement Class Members' timekeeping and payroll records with the help of a retained expert, creating a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form Settlement Agreement, preparing the Motion for Preliminary Approval, overseeing the Notice process and communicating with the Settlement Administrator regarding notice procedures, weekly reports, returned-mail updates, and response tracking, preparing this Final Approval Motion, and otherwise litigating the case. Rowbotham Decl., ¶ 20. In addition, Class Counsel anticipates expending additional efforts appearing at the Final Approval Hearing, overseeing the settlement distribution process, and working with the Settlement Administrator to submit a report to the Court after distribution.

Id. Given the considerable potential for adverse outcomes, the contingent risk borne by counsel in this case was great.

Class Counsel's experience also supports the reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and hour class action litigation, with decades of combined experience litigating similar claims. *See* Rowbotham Decl., ¶¶ 2-8; *see also* Declaration of Paul K. Haines, ¶¶ 2-11; Declaration of Fletcher W. Schmidt, ¶¶ 2-10. Class Counsel have been certified as class counsel in numerous other cases. *Id.* Their experience in similar matters was integral in evaluating the strengths and weaknesses of the case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive law, as well as class action procedural law.

Because it is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, a fee award of one-third of the Gross Settlement Amount is reasonable. Class Counsel therefore submit that the requested fee award is fair, reasonable, and adequate and should be approved.

D. The Requested Cost Reimbursement Warrants Final Approval

Class Counsel incurred and respectfully request reimbursement of $21,189.09 in litigation costs, which is less than the $30,000.00 maximum amount authorized by the Settlement Agreement.[2] *See* Rowbotham Decl., ¶¶ 9, 21; Ex. 2; Settlement Agreement § 3.2.2. Any portion of the requested costs that is not awarded by the Court shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members. *Id*.

Class Counsel's request is fair, adequate, and reasonable, as all costs are documented and reasonably incurred. Rowbotham Decl., Ex. 2. Courts routinely approve reimbursement for these types of litigation expenses. *See, e.g., Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19 (counsel may recover "those out-of-pocket expenses that would normally be charged to a fee-paying

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[2] Class Counsel retained J. Michael DuMond and his team at Berkeley Research Group, LLC ("BRG") to perform expert analyses in support of Plaintiff's claims, including evaluation of class-wide damages exposure. Class Counsel submits BRG's invoice in support of Plaintiff's request for reimbursement of litigation costs. Rowbotham Decl., ¶¶ 9, 22, Ex. 4 (BRG Invoice).

client"); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at *3 (N.D. Cal. 2011) ("costs of reproducing pleadings, motions, and exhibits are typically billed by attorneys to their fee-paying clients" and are reimbursable); *Trustees of Const. Industry & Laborers Health & Welfare Trust v. Redland Ins. Co*. (9th Cir. 2006) 460 F.3d 1253, 1258-59 (legal research costs are reimbursable); *In re Immune Response Securities Litig*. (S.D. Cal. 2007) 497 F.Supp.2d 1166, 1177-78 (mediation expenses, legal research, copies, postage, filing fees, messenger, and overnight delivery costs are reimbursable).

Notably, no Settlement Class Member objected to the Settlement, including the notice that Class Counsel would request up to $30,000.00 in litigation cost reimbursement. Nava Decl., ¶¶ 12-14. Because the requested expenses were reasonably incurred and no objections were raised, the Court should grant Class Counsel's request for litigation cost reimbursement.

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

Plaintiff also requests that the Court approve $7,490.00 in settlement administration costs to Apex Class Action LLC, the Court-appointed Settlement Administrator. Nava Decl., ¶ 19. As detailed in the Declaration of Madely Nava, Apex performed the essential duties required to administer the Settlement and implement the Court-approved notice process. Specifically, Apex processed the Class Data list, ran the mailing addresses through the National Change of Address database, mailed the Court-approved Class Notice in English and Spanish, handled returned mail and skip tracing, tracked requests for exclusion, objections, and disputes, and will perform the post-approval tasks required by the Settlement, including calculating final settlement payments, issuing checks, and handling tax reporting. *Id*., ¶¶ 3-13, 19. Accordingly, the requested administration costs are fair, reasonable, and consistent with the scope of work required under the Settlement Agreement and should be approved.

F. <u>The Court Should Approve the Requested Service Award</u>

Courts routinely approve service payments to compensate named plaintiffs for their efforts and the risks they assume in class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding service payments for efforts in bringing the case);

Van Vranken v. Atlantic Richfield Co. (N.D. Cal. 1995) 901 F.Supp. 294 (approving a $50,000.00 service payment).

Here, Plaintiff seeks a Class Representative Service Award of $7,500.00, which is reasonable given her efforts in this case, the risks she undertook on behalf of the Settlement Class, and her agreement to provide a general release of claims, including a waiver under Civil Code § 1542. Rowbotham Decl., ¶ 24; Boone Decl., ¶¶ 4-5; Settlement Agreement §§ 3.2.1, 5.1, 5.1.1. This requested amount is well within the range of Class Representative Service Awards regularly approved by California courts and conforms to the Court's preliminary approval order, which capped the service award at $7,500.00. Rowbotham Decl., ¶ 25; *see also Fidelina Rangel v. Forest River, Inc.*, Case No. CIVD1706616, San Bernardino County Superior Court, Hon. David Cohn, presiding (awarding $10,000 enhancement to the named plaintiff); *Anthony Controulis, et al. v. Anheuser-Busch, LLC*, Case No. BC518518, Los Angeles County Superior Court (awarding $10,000 enhancement to each of two named plaintiffs); *Damontae Levinston, et al. v. Commerce Distribution Company LLC, et al.*, Case No. 22STCV05730, Los Angeles County Superior Court (awarding $10,000 enhancement to each of four named plaintiffs); *Torres Dawson, et al. v. Wonderful Pistachios and Almonds, LLC*, Kern County Superior Court, Case No. BCV-17-100848 (same); *Koreisz v. On Q Financial Inc.*, Ventura County Superior Court, Case No. 56-2018-00517126-CU-OE-VTA (same).

Plaintiff's contributions to this case were substantial. Plaintiff searched for relevant documents, provided factual information to Class Counsel, participated in multiple calls with Class Counsel regarding the claims in this lawsuit and Defendants' policies and practices, assisted Class Counsel in preparing for mediation, and made herself available during mediation to answer factual questions posed by opposing counsel and the mediator. Rowbotham Decl., ¶ 24; Boone Decl., ¶¶ 4-5. Plaintiff also undertook significant risks by agreeing to serve as the named plaintiff in this case, and she agreed to a general release of claims that is broader than the release applicable to other Class Members. Settlement Agreement §§ 5.1, 5.1.1.

Plaintiff spent between 20 and 25 hours performing these duties on behalf of the Settlement Class. Boone Decl., ¶ 5. Plaintiff's participation directly benefited the Settlement

Class, as the recovery obtained here would not exist absent her decision to pursue these claims. Rowbotham Decl., ¶ 26. Moreover, after receiving notice of the Settlement, including the proposed $7,500.00 Class Representative Service Award, no Settlement Class Member objected. Nava Decl., ¶¶ 12-14. Accordingly, Plaintiff's request for a $7,500.00 Class Representative Service Award is fair, reasonable, and should be approved.

V. **CONCLUSION**

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Motion in its entirety and enter the [Proposed] Judgment and Order Granting Final Approval of Class Action and PAGA Action Settlement, Attorneys' Fees and Costs, and Class Representative Service Award, submitted herewith.

Dated: April 14, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________
Andrew J. Rowbotham
Attorneys for Plaintiff