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SUPERIOR COURT OF CALIFORNIA

COUNTY OF CONTRA COSTA

GEROSKA GAY, PATRICIA YOUNG,
PHILIP JACKSON, and VANESSA
MARTINEZ, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

PREMIUM RETAIL SERVICES, LLC, a
Delaware limited liability company;
PREMIUM RETAIL SERVICES, INC., a
Delaware corporation; EZAT RAHIMI, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

Civil Action No.: C23-2216

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Action Filed: September 5, 2023

Trial Date: None set

Hearing Date: July 22, 2026

Time: 9:00 a.m.

Dept.: 16

Judge: Hon. Benjamin T. Reyes, II

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1 **I. INTRODUCTION**

2 Plaintiffs Geroska Gay, Patricia Young, Philip Jackson, and Vanessa Martinez on behalf of
3 themselves and all others similarly situated (collectively, “Plaintiffs”), file this Memorandum of
4 Points and Authorities in support for their Motion for Final Approval of the Class and Representative
5 Action Settlement in this matter brought against Defendant Premium Retail Services, LLC
6 (“Premium” or “Defendant”) (together, the “Parties”).

7 This settlement resolves the claims in Plaintiffs’ operative Complaint, alleging that Premium’s
8 unlawful policy and practice of failing to reimburse for business expenses, and failing to pay all wages
9 due to certain of its non-exempt, hourly workers, including overtime compensation, vacation pay,
10 sick pay, commissions, missed meal and rest breaks and failing to pay related premium wages,
11 inaccurate wage statements, and waiting time penalties, unlawful deductions, failure to keep payroll
12 records, and associated penalties, were in violation of California law. Through extensive informal
13 discovery, intensive mediation, and months of continued arm’s-length negotiations by the Parties with
14 the assistance of a respected wage and hour mediator, the Parties have resolved the claims of all
15 individuals employed by Defendant as non-exempt, hourly employees who fall under Defendant’s
16 Representative job classification in California at any time between June 13, 2022 and September 26,
17 2024 (the “Class” or “Settlement Class”) for a total non-reversionary Gross Settlement Amount of
18 Three Million Dollars and Zero Cents (\$3,000,000.00), which provides meaningful relief to
19 approximately 4,412 employees. These terms are memorialized in the Amended Class and
20 Representative Action Settlement Agreement and Release (“Settlement”), which is attached as
21 Exhibit A to the Declaration of Alexandra K. Piazza (“Piazza Decl.”), submitted with the Motion for
22 Preliminary Approval.²

23 On November 19, 2025, the Court entered its Order preliminarily approving the proposed
24 settlement. The Notice provisions of the Settlement have been effectuated, and the Settlement Class
25 Members have been apprised on the existence and terms of the proposed Settlement. As of the
26 Response Deadline, the Settlement Administrator has received zero (0) objections and zero (0)

27 _____
28 ² Unless otherwise defined herein, the defined terms used herein will have the same meaning as those
defined in the Settlement Agreement.

requests for exclusion from the Settlement. *See* Exhibit 2, Declaration of Madely Nava of Apex Class Action, LLC (“Nava Decl.”) ¶¶ 11–12. The proposed Settlement has been well-received by the Settlement Class Members. For the reasons set forth herein, Plaintiffs respectfully request that the Court grant final approval to the Settlement.

Class Counsel also moves this Court to approve an award of attorneys’ fees in the amount of one-third (33 1/3%) of the Gross Settlement Amount for a total amount of \$1,000,000.00. The requested fee is reasonable and appropriate pursuant to a common fund analysis, as the requested percentage has been approved on numerous occasions in California courts and is fair compensation for undertaking such complex, risky, and time-consuming litigation on a contingency basis. Importantly, there were no objections to the amount of attorneys’ fees requested by Class Counsel, which was fully disclosed in the Court-approved Class Notice. In addition, the requested fee is reasonable to adequately compensate Class Counsel who have come together to pursue this matter and present this Settlement to the Court. Though not required, the requested fee is further supported by a lodestar cross-check, representing a multiplier of less than 1.5, without the additional anticipated work necessary to obtain final approval and administration of the Settlement.

Pursuant to the Settlement, Class Counsel also requests reimbursement of actual litigation expenses in the amount not to exceed \$65,000, and which currently total \$61,693.53. *See* Exhibit 1, Piazza Decl. ¶ 76; Exhibit 3, Declaration of David D. Bibiyan (“Bibiyan Decl.”) ¶ 16; Exhibit 4, Declaration of Enoch J. Kim (“Kim Decl.”) ¶ 24. The requested reimbursement of litigation expenses is appropriate because they were reasonably incurred in the prosecution and resolution of this matter.

For the reasons set forth below, these requests for attorneys’ fees and litigation expenses, are reasonable and should be approved in their entirety.

II. BACKGROUND

The relevant factual and procedural background is set forth in detail in Plaintiffs’ Unopposed Motion for Preliminary Approval of Class and Representative Settlement, filed on June 4, 2025 (“Motion for Preliminary Approval”). Plaintiffs provide a brief summary herein for ease of the Court’s review.

1 **A. Review of the Factual Background**

2 On June 28, 2023, Geroska Gay filed his Class Action Complaint in Contra Costa County
3 Superior Court, Case No. C23-1599. On August 17, 2023, Patricia Young and Philip Jackson filed
4 their Class and Representative Complaint in the Southern District of California, Case No. 3:23-CV-
5 01515. On September 21, 2023, Vanessa Martinez filed her Class Action Complaint in the Santa
6 Clara County Superior Court. Prior to commencing the PAGA Actions, Plaintiffs provided written
7 notice to the LWDA and to Defendant of the specific provisions of the Labor Code alleged to have
8 been violated, in compliance with Labor Code section 2699.3. The LWDA did not provide notice of
9 its intent to investigate the alleged violations as provided by Labor Code section 2699.3. Plaintiffs
10 therefore became authorized to, and did, commence civil actions to recover civil penalties under
11 PAGA on behalf of the State of California and the Aggrieved Employees. (Piazza Decl. ¶ 19.)

12 Following the filing of the aforementioned Actions, the Parties subsequently agreed to engage
13 in an alternative dispute resolution (“ADR”) process. As part of their ADR efforts, the Parties engaged
14 in extensive informal discovery, which built upon the discovery and motion practice conducted in a
15 related litigation previously pending in the First Circuit and United States District Court for the
16 District of Massachusetts. *See Fraga v. Premium Retail Services, Inc.* (D. Mass., No. 1:21-cv-10751-
17 WGY); *Fraga v. Premium Retail Services, Inc.* (1st Cir. 2023, No. 22-1101). (*See Piazza Decl. ¶ 20.*)
18 The *Fraga* Litigation directly formed the basis for the claims asserted in this Action and critically
19 informed Berger Montague’s understanding of the factual record, legal risks, and litigation strategy
20 necessary to prosecute this case. In 2021, Berger Montague filed suit against *Premium Retail Services,*
21 *Inc.* in the United States District Court for the District of Massachusetts on behalf of merchandiser
22 employees alleging substantially similar wage and hour violations to those at issue here, including
23 claims for unpaid overtime and off-the-clock work arising from the same merchandiser job duties
24 performed under the same timekeeping and compensation structures. Over the course of
25 approximately three years, Berger Montague litigated the *Fraga* matter through the district court and
26 through an appeal to the United States Court of Appeals for the First Circuit, and then a remand to
27 the district court. That litigation involved extensive written discovery, document review and analysis,
28

1 motion practice—including briefing and argument on dispositive motions—and full appellate
2 briefing and argument before the First Circuit and an evidentiary hearing at the district court level.
3 At the conclusion of this process, Judge William G. Young of the United States District Court for the
4 District of Massachusetts found that at issue merchandisers were subject to binding arbitration and
5 stayed the matter pending individual arbitration. *Fraga v. Premium Retail Servs., Inc.* (D. Mass. 2023)
6 704 F. Supp. 3d 289, 293. Thus, Berger Montague could no longer pursue the action as a class and
7 collective and accumulated an unrealized lodestar in the *Fraga* Litigation exceeding \$1,500,000.00—
8 attorney time for which Berger Montague has not been compensated. (Piazza Decl. ¶ 21.)

9 The experience gained in the *Fraga* litigation provided Berger Montague with an unparalleled
10 understanding of Premium’s timekeeping practices, payroll systems, compensation policies, and the
11 legal and factual defenses that Premium would assert in this litigation. (*Id.* at ¶ 22.) The *Fraga*
12 litigation also made clear to Berger Montague the substantial risks of continued litigation against
13 Premium. That experience directly shaped Berger Montague’s assessment of the risks of the instant
14 litigation and informed the judgment that an early, substantial, negotiated resolution serves the best
15 interests of the Class Members, particularly in light of the vigorous defenses raised by Premium and
16 the significant risks attendant to class certification, arbitration, and trial. The knowledge, data, and
17 strategy developed over years of litigating the *Fraga* matter also enabled Berger Montague to litigate
18 the instant Action far more efficiently than would otherwise have been possible, and that efficiency
19 directly benefited the Class Members by reducing the time and expense associated with bringing this
20 case to resolution. (*Id.*)

21 Before the mediation and negotiations, Defendant produced voluminous electronic and hard
22 copy data, including time data, pay data, GPS coordinates, class size and workweek information, and
23 information regarding hourly rates. (*Id.* ¶ 23.) The Parties then each engaged their own independent
24 outside economic experts and spent months analyzing the data production. (*Id.*) The discovery
25 produced, and expert analysis, enabled Plaintiffs and Class Counsel to rigorously evaluate the
26 strengths and risks of the case and perform a detailed analysis of the potential damages arising from
27 the claims made in this case. (*Id.*)

1 On September 26, 2024, the Parties participated in a full day Zoom mediation session with
2 well-respected class action mediator Michael E. Dickstein, Esq. and thereafter engaged in protracted
3 settlement negotiations facilitated by Mr. Dickstein. In preparation for the mediation, Plaintiffs
4 performed detailed damages analyses, which, due to the amount of data, took months to analyze with
5 the assistance of Class Counsel’s outside expert data analysts. The Parties also met and conferred on
6 several occasions to make sure they were prepared to engage in good faith, arm’s length settlement
7 negotiations. (*Id.* ¶ 29.) The Parties fully executed the long-form settlement agreement on April 28,
8 2025.

9 To effectuate the Settlement, the Parties agreed that Plaintiffs would file a First Amended
10 Class and Representative Action Complaint in this Action to add Plaintiffs Patricia Young, Philip
11 Jackson, and Vanessa Martinez as named Class Representatives, and to add all claims and causes of
12 actions from these individual actions. Agreement ¶ 2.20. Plaintiffs filed the Stipulation and
13 Consolidated Complaint on May 15, 2025. On June 4, 2025, Plaintiff filed an Unopposed Motion for
14 Preliminary Approval of the Class and Representative Action Settlement. (“Preliminary Approval
15 Motion”). On October 2, 2025, the Court requested clarity in regard to the unclaimed funds, which
16 were designated to be sent to a *cy pres*. The Parties then negotiated a modification of the agreement
17 to provide that any funds from uncashed and voided checks would be transmitted to the California
18 Controller’s Unclaimed Property Fund, subject to the requirements of Code of Civil Procedure section
19 384, subd. (b) in the class member’s name. On October 13, 2025, Class Counsel submitted a
20 declaration in further support of the Preliminary Approval Motion, which provided information to the
21 Court about the amended Settlement Agreement. The Court preliminary approved the Settlement on
22 November 19, 2025. Plaintiffs now seek final approval of the Settlement.

23 **B. Review of the Terms of the Settlement**

24 *i. Monetary Terms*

25 Settlement Class Members include all individuals employed by Defendant as non-exempt,
26 hourly employees who fall under Defendant’s Representative job classification in California at any
27 time between June 13, 2022, through September 26, 2024. Aggrieved Employees are all individuals
28

1 employed by Defendant as non-exempt, hourly employees who fall under Defendant's Representative
2 job classification in California at any time between June 13, 2022 and September 26, 2024 (PAGA
3 Period), and who had at least one PAGA Pay Period (any pay period during which an Aggrieved
4 Employee worked for Defendant for at least one day during the PAGA Period). There are
5 approximately 4,412 Settlement Class Members and Aggrieved Employees.

6 The Settlement provides for a non-reversionary Gross Settlement Amount of \$3,000,000.00.
7 Agreement ¶ 1.22. Defendant has agreed to pay the employer's share of payroll taxes separately. (*Id.*)
8 With this Motion for Final Approval, Class Counsel will seek fees of up to one-third (1/3) of the
9 Gross Settlement Amount, or an estimate of \$1,000,000.00, and actual costs not to exceed \$65,000.00.
10 (*Id.* ¶ 3.2.2.) The Settlement also sets aside up to \$35,000.00 for the actual costs of settlement
11 administration; \$10,000.00 each to Plaintiffs Gay, Young, Jackson, and Martinez for their service to
12 the Class; and \$150,000.00 for PAGA penalties. (*Id.* ¶¶ 3.2.2., 3.2.1. ¶ 1.36.) The estimated Net
13 Settlement Amount totals \$1,710,000.00 plus an additional \$37,500.00, twenty-five percent (25%) of
14 the PAGA Penalties totaling \$150,000.00 payable to Aggrieved Employees, that will be distributed
15 to the Class Members (for a total of \$1,747,500.00). Subject to the conditions set forth in the
16 Settlement, Defendant will fund the Gross Settlement Amount within twenty (20) calendar days after
17 the Effective Date. (*Id.* ¶ 4.3.)

18 The Net Settlement Amount is to be allocated among and paid to Participating Class Members
19 (*i.e.*, those Class Members who do not opt out of the Settlement) proportionally: for each week during
20 which the Participating Class Member worked at any time during the Class Period, they shall be
21 eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of
22 workweeks the individual worked. Each workweek will be equal to one (1) settlement share. (*Id.* ¶¶
23 1.42; 3.2.4.)

24 Of the allocated amount of one hundred and fifty thousand dollars (\$150,000.00) for PAGA
25 Penalties, 25% (\$37,500.00) is allocated to be paid to the Aggrieved Employees based on the number
26 of PAGA Pay Periods worked during the PAGA Period and 75% (\$112,500.00) to the LWDA as the
27 LWDA's share of the settlement of PAGA civil penalties paid under this Agreement. An Individual
28

PAGA Payment will be paid as a *pro rata* share of the Net Settlement Amount, calculated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$37,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (*Id.* ¶¶ 1.36; 3.2.7.)

ii. Applicable Releases

Upon the Effective Date and full funding of the Gross Settlement Amount, Named Plaintiffs shall release all claims outlined in Paragraph 6.1 of the Settlement Agreement³; Participating Class Members (Class Members who did not submit a valid and timely Request for Exclusion from the Settlement) who are not also Aggrieved Employees shall release all claims outlined in Paragraph 6.2 of the Settlement Agreement⁴; and Participating Class Members who are also Aggrieved Employees

³ Named Plaintiffs released claims shall include "all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiffs' behalf as of the date of this Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to, claims for violation of the Fair Labor Standards Act (FLSA), the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code §§17200 *et seq.*, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance."

⁴ The release applicable to Participating Class Members who are not Aggrieved Employees shall include "all class claims, actions, demands, causes of action, suits, debts, obligations, damages, penalties, rights or liabilities, factual or legal theories, of any nature and description whatsoever, whether known or unknown, that were asserted in the Actions and the Operative Complaint, and any claims which reasonably flow from the facts alleged in the Actions and the Operative Complaint, including but not limited to Labor Code sections 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 218.6, 221, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2751, 2800 and 2802, and the applicable IWC Wage Orders, and claims under Business and Professions Code sections 17200, *et seq.*, claims for attorneys' fees and costs, and unfair business practices. Released Claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, restitution, interest, costs and fees, injunctive or equitable relief, and any other remedies available at law or equity, allegedly owed or available to the Participating Class Members arising or reasonably flowing from the allegations contained in the Actions, against the Released Parties for the time period

1 shall release all claims outlined in Paragraph 6.3 of the Settlement Agreement.⁵ Importantly,
2 Participating Class Members’ Released Claims shall include a release of FLSA claims *only when* the
3 Participating Class Member signs, cashes, or deposits a Settlement Award check. The Settlement
4 Award check shall include the following language on the back of the check:

5 By signing, cashing, or depositing this check, I affirm my release of Premium Retail
6 Services, LLC, and all other Released Parties of all Participating Class Members’
7 Released Claims, including claims under the Fair Labor Standards Act, 29 U.S.C. §
201, *et seq.*, as defined in the Settlement Agreement approved by the Court.

8 (*Id.* ¶ 6.2.)

9 *iii. Review of the Notice Process*

10 Following the Court’s Order granting Preliminary Approval, the Parties worked to effectuate
11 the notice provisions of the settlement. Pursuant to the Preliminary Approval Order, the Court-
12 approved Settlement Administrator, Apex Class Action LLC (“Apex”), administered the Settlement
13 Notice. *See* Nava Decl. ¶ 3.

14 On November 6, 2025, Apex received the notice of Class Action and Proposed Settlement
15 (“Class Notice”). Nava Decl. ¶ 4. The Notice advised Settlement Class Members of their right to
16 request exclusion from the Settlement, object to the Settlement, and the implications of each such
17 action. *Id.*, Exhibit A. The Notice also advised Settlement Class Members of applicable deadlines and
18 other events, including the Final Approval Hearing, their estimated settlement award and number of
19 eligible work weeks, and how they could obtain additional information. (*Id.*) On November 21, 2025,
20 Counsel for Defendant provided Apex with the Class List. The Class List contained names, last known
21

22
23 June 28, 2019 through September 26, 2024. [...] The Released Class Claims do not extend to any
24 claims or actions to enforce th[e] Agreement, or to any claims for vested benefits, wrongful
25 termination, unemployment insurance, disability, social security, workers’ compensation, claims
while classified as exempt, and claims outside of the Class Release.”

26 ⁵ The release applicable to Participating Class Members who are also Aggrieved Employees shall
27 include the Class Release plus any and all civil penalties pursuant to PAGA, whether known or
28 unknown, including any and “all claims, causes of action, and factual or legal theories that were
alleged in the Action and Operative Complaint, or reasonably could have been alleged based on the
facts and legal theories of the Action and Operative Complaint, including but not limited to the
Released Class Claims during the PAGA Period.”

mailing addresses, work weeks, and Social Security Numbers where available for 4,412 employees.
Id. ¶ 5.

Apex performed calculations of the settlement shares and PAGA payments per the terms in the Settlement Agreement. *Id.* ¶¶ 16–18. Defendant’s Counsel and Class Counsel reviewed the calculations. The Individual Settlement Payment amount, number of workweeks, and estimated Individual PAGA Payments were printed in the Notices. (*Id.*, Exhibit A) Class Members had sixty (60) calendar days from the time the Notice was initially mailed by Apex to object to or opt-out of the Settlement (“Response Deadline”). *Id.* ¶¶ 11–12.⁶

Apex established a toll-free phone number of 1-800-355-0700, a case website at www.apexclassaction.com/premium, and an email address at claims@apexclassaction.com to provide assistance and information to Settlement Class Members. The phone number, website, and email address were included in the Notice. *Id.* ¶ 8, Exhibit A.

On December 18, 2025, Apex mailed the Notice to the most current mailing address of 4,412 Settlement Class Members via USPS First Class Mail. A copy of the Notice is attached as Exhibit A to the Nava Decl. If a Notice was returned by the USPS as undeliverable and without a forwarding address, Apex conducted a computerized skip trace on the returned Notices to acquire updated addresses for the purpose of re-mailing the Notice. *Id.* ¶ 9. Four Hundred and Thirty-Four Notices were returned to Apex as undeliverable by USPS. From the address research, including skip-tracing, Apex located 267 updated addresses and Notices were mailed to the updated addresses. Apex estimates that the Class Notice was successfully sent to approximately 96.21% of the Class Members *Id.* ¶ 10.

Following the close of the Notice Period, on March 2, 2026, the Court issued an Order resetting the final approval hearing from April 16, 2026, to July 22, 2026. Apex updated the settlement website with the new information on March 2, 2026. ***Apex has not received any objections to or requests for exclusion from the Settlement.*** *Id.* ¶¶ 11, 14.

⁶ Apex received one workweek dispute from a Class Member. The Class Member disputed the number of workweeks reflected in the Class Notice, asserting that the number in the Class Notice was lower than the actual workweeks worked. Following an investigation, Defendant approved the dispute on February 23, 2026, and Apex notified the Class Member of the outcome. Nava Decl. ¶ 13.

Following final approval of the Settlement, Apex will administer payments to the Participating Class Members, including calculation of payroll taxes and preparation of tax reporting documents. Nava Decl. ¶ 19. At the conclusion of the 180-day check cashing period, uncashed checks attributable to Individual Settlement Payment checks and Individual PAGA Payment checks shall be transmitted to the California Controller’s Unclaimed Property in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subd. (b). Agreement ¶ 4.4.3.

Here, the best practicable means for disseminating notice of the Settlement terms to Settlement Class Members was followed in the present action. (*Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 812; *Mullane v. Central Hanover Bank & Tr. Co.* (1950) 339 U.S. 306, 314.) The Court may therefore proceed to determine the fairness, adequacy and reasonableness of the Settlement and order its final approval, secure in the knowledge that absent Settlement Class Members have been given ample opportunity to participate fully in the Settlement’s share determination, exclusion, objection and/or approval process.

III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT

Court approval is required for the settlement of a class action. *See* Cal. Rules of Court, rule 3.769. The court has broad discretion in reviewing a proposed class settlement for approval. (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 234–35, *disapproved on other grounds by Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.) Approval of a class action settlement may be reversed only upon a showing of clear abuse of discretion. (*Id.* at p. 235; *see also Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 127–28.) Final approval is warranted when “the interests of the class are better served by the settlement than by further litigation.” (ANN. MANUAL COMPLEX LIT. § 21.61 at p. 309 (4th ed. 2004).) The law favors settlement, particularly in class actions where substantial resources can be conserved by avoiding the time, cost and rigors of formal litigation. (*Neary v. Regents of Univ. of Cal.* (1992) 3 Cal.4th 273, 277–81; *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 52; 4 Newberg and Rubenstein on Class Actions § 13:1 (6th ed. 2025).)

1 While the Court has broad discretion in reviewing and approving class settlements, its role is
2 limited. In reviewing the fairness of a class action settlement, “[d]ue regard . . . should be given to
3 what is otherwise a private consensual agreement between the parties. The inquiry must be limited to
4 the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
5 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
6 whole, is fair, reasonable and adequate to all concerned.” (*7-Eleven Owners for Fair Franchising v.*
7 *Southland Corp.* (2000) 85 Cal.App.4th 1135, 1145, quoting *Dunk v. Ford Motor Co.* (1996) 48
8 Cal.App.4th 1794, 1801. *as modified* (Sept. 30, 1996).)

9 The Settlement here readily meets this standard. Considering all the circumstances, the
10 Settlement will finally conclude the litigation against Defendant with a result that is favorable to the
11 Class.

12 **A. The Settlement Terms Are Presumptively Fair, Reasonable, and Adequate Based**
13 **on the Process That Produced the Settlement and the Absence of Any Objections**

14 This Settlement is presumptively fair and should be approved. A court should presume a class
15 settlement is fair where “(1) the settlement is reached through arms-length bargaining; (2)
16 investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3)
17 counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Dunk*,
18 *supra*, 48 Cal.App.4th at p. 1802.) All of these factors are present here.

19 First, the settlement negotiations were thorough and occurred at arm’s length. As set forth in
20 Plaintiffs’ Motion for Preliminary Approval and briefly above, the Settlement was agreed upon
21 following an extensive review of the facts and law in this case. (*Id.*; *Kullar, supra*, 168 Cal.App.4th
22 at p. 129–31). Class Counsel further analyzed the potential damages that might be recovered
23 following the exchange of documents and information through the ADR process with Defendant as
24 described above. (*See* Piazza Decl. ¶ 39). Plaintiffs used this information to perform an extensive
25 analysis of the potential damages arising from the claims made in this case. (*Id.*).

26 Moreover, the allocation plan, which was preliminarily approved as fair and reasonable,
27 warrants final approval. “The standard of review requires only an allocation plan that has a reasonable,
28 rational basis; it does not require the best possible plan of allocation.” (*See In re Cathode Ray Tube*

1 *CRT Antitrust Litig.* (N.D. Cal. Nov. 16, 2016, No. 1917) 2016 WL 6778406, at *3 (citation and
2 internal quotation marks omitted) (approving settlement allocation plan, observing that “although it
3 is possible that a more precise allocation plan could be fashioned, undertaking such an effort would
4 be time-consuming and costly”); *accord In re Volkswagen “Clean Diesel” Mktg., Sales Practices, &*
5 *Prod. Liab. Litig.* (N.D. Cal. May 17, 2017, No. MDL 2672 CRB (JSC)) 2017 WL 2212780, *aff’d*
6 (9th Cir. 2018) 746 F.Appx. 655. Additionally, “the fact that [a] plan of allocation is recommended
7 by experienced and competent counsel further cuts in favor of approving [a] plan of allocation.” (*See*
8 *Gaudin v. Saxon Mortg. Servs., Inc.* (N.D. Cal. Nov. 23, 2015, No. 11-cv-01663-JST) 2015 WL
9 7454183, at *8 (alterations, quotation marks, and citation omitted).)

10 Here, a brief review of the Settlement reveals the fairness of its terms. *See generally*
11 Agreement. The estimated Net Settlement Amount of \$1,710,000.00 and PAGA Penalties of
12 \$150,000.00 (for a total of \$1,860,000), derived from the Gross Settlement Amount of \$3,000,000,
13 will result in fair and just relief to all Settlement Class Members. (*Id.*) The Settlement Agreement
14 provides that the settlement proceeds will be allocated amongst the Class Members in a manner that
15 recognizes the amount of time that each individual class member worked for Defendant during the
16 Class Period. (*Id.* ¶ 3.2.4). This ensures that longer-tenured workers receive a greater recovery, which
17 is fair, reasonable, and adequate. Additionally, as laid out fully in Plaintiffs’ Motion for Preliminary
18 Approval, the allocation of \$150,000.00 to PAGA Penalties is in line with comparable settlements in
19 other class actions in California and maximizes payments to individual class members while
20 furthering the public policies underlying PAGA. (*Id.* ¶ 3.2.7). For all of these reasons, and as
21 discussed herein, the settlement is fair, reasonable, and adequate and well within the range of
22 reasonableness.

23 Additionally, the Settlement Class Members, who stand to benefit monetarily from this
24 Settlement after alleged wage and hour violations that last occurred several years ago, have now had
25 an opportunity to weigh in. After Settlement Class Members have received notice and an opportunity
26 to be heard, zero (0) Settlement Class Members requested exclusion from the Settlement. The
27 Settlement is therefore presumptively fair.

1 **B. The *Kullar* Factors Support Final Approval**

2 The Court should grant final approval of the Settlement in this case, based upon the following
3 factors, set out in *Kullar v. Foot Locker Retail, Inc.*, which evidence the fairness, reasonableness and
4 adequacy of the Settlement: (1) the strength of the Plaintiffs’ case balanced against amount offered
5 in settlement; (2) the risk, expense, complexity and likely duration of further litigation as well as the
6 risk of maintaining class action status through trial; (3) the extent of discovery completed and the
7 stage of the proceedings when settlement was reached; (4) the experience and views of counsel; (5)
8 the presence of a governmental participant; and (6) the reaction of the Class. (*Kullar, supra*, 168
9 Cal.App.4th at p. 128; *Wershba, supra*, 91 Cal.App.4th at p. 244–45; *Dunk, supra*, 48 Cal.App.4th at
10 p. 1801; *accord Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 336–37.).

11 **C. The Value of the Settlement Favors Final Approval**

12 The “most important” factor in evaluating the fairness of a class action settlement involves
13 comparing the strength of the plaintiffs’ case against the amount offered in the settlement. (*Munoz v.*
14 *BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 407–408.) The Settlement
15 is well within the range of reasonableness and brings significant value to Settlement Class Members.
16 This factor supports final approval in this case.

17 In *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, the court clarified that a *Kullar*
18 showing does not require the parties to submit the outer reaches of maximum possible recovery
19 without taking into account the actual risks of certification, decertification, dispositive motions, and
20 trial, so long as there is a record which allows “an understanding of the amount that is in controversy
21 and the realistic range of outcomes of the litigation.” (*Munoz, supra*, 186 Cal.App.4th at 409.) The
22 recovery here of \$3,000,000 falls within the range of reasonableness, when considering the issues and
23 risks related to liability and class certification, and also considering the case law regarding fair,
24 reasonable, and adequate settlements.⁷ “Even a fractional recovery of the possible maximum recovery

25 ⁷ *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1139, *reh’g denied and opinion modified*
26 (June 18, 1990) *disapproved on other grounds by Hernandez v. Restoration Hardware, Inc.* (2018) 4
27 Cal.5th 260 (“Compromise is inherent and necessary in the settlement process ... even if the relief
28 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

amount may be fair and adequate in light of the uncertainties of trial and difficulties in proving the case.” (*Millan v. Cascade Water Servs. Inc.* (E.D. Cal. 2015) 310 F.R.D. 593, 611.)⁸

The \$3,000,000.00 Gross Settlement Amount represents approximately 22% of the estimated maximum exposure of approximately \$13,794,605.49 on the overtime (\$2,541,717.92) and meal-and-rest-break (\$11,252,887.57) claims, a recovery well within, and indeed exceeding, the range courts routinely approve as fair and reasonable. (*See* Piazza Decl. ¶ 27.)

Here, the Settlement provides a Net Settlement Amount of approximately \$1,710,000.00 for all Settlement Class Members. The Net Settlement Amount will be allocated *pro rata* among and paid to Participating Class Members. For all Settlement Class Members, the average Settlement Award is \$393.65 with a high of \$2,656.95. (Nava Decl. ¶ 16.) The average Individual PAGA Payment is \$8.63. (*Id.* ¶ 18.)

D. The Settlement Avoids the Risk Inherent in Continued Litigation

The reasonableness of the Settlement is further underscored by the fact that Defendant asserted legal and factual grounds available to defend this action. (Agreement ¶ 10.1.) Defendant denies liability or wrongdoing associated with the claims asserted, dispute the damages and penalties claimed by Plaintiffs, and further contend that, for any purpose other than settlement, Plaintiffs’

served by a voluntary settlement in which each side gives ground in the interest in avoiding litigation.”); *Officers for Justice v. Civil Service Comm’n of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 628 (“It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery [does] not ... render the settlement inadequate or unfair.”).

⁸ *See also In re Mego Fin. Corp. Sec. Litig.* (9th Cir. 2000) 213 F.3d 454, 459, *as amended* (June 19, 2000) (“‘It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair.’”) (citation omitted); *Ramirez v. Merrill Gardens, LLC* (E.D. Cal. Jan. 10, 2024, No. 1:22-CV-00542-SAB) 2024 WL 115216, at *18 (same, approving 7.9% of the total exposure and noting that it “is not, on its face, outside the bounds or range of reasonableness, and is higher than the valuation approved in other class actions, or in line with many approved settlements.”); *Perez v. CVS Health Corp.* (E.D. Cal. June 11, 2021, No. 1:19-CV-00449) 2021 WL 2402950, at *6 (finding “2.5 percent recovery rate to be reasonable even though it is at the low end of the range of percentage recoveries”); *Balderas v. Massage Envy Franchising, LLC* (N.D. Cal. July 21, 2014, No. 12-CV-06327) 2014 WL 3610945, at *5 (finding approximately 8% recover rate within range of possible approval based on risks and expense of continued litigation); *Thomas v. Cognizant Tech. Sols. U.S. Corp.* (C.D. Cal. June 24, 2013, No. 11-CV-1123) 2013 WL 12371622, at *6 (granting final approval in wage and hour action where settlement encompassed between 4.4% and 5% of the maximum estimated liability figure).

claims are not appropriate for class or representative treatment. *Id.* This Settlement is a compromise of claims.⁹

Additionally, Plaintiffs' derivative claims regarding waiting time penalties, accurate records, and wage statements rise and fall with Plaintiffs' other wage payment claims. For example, Plaintiffs would recover nothing under Labor Code § 203 if they were unable to prove the underlying claims or defeat a "good faith" dispute defense. (*See* Cal. Code Regs., tit. 8, § 13520.) While Plaintiffs believe that they would prevail on these issues, Plaintiffs recognize the risk that a fact finder may find for Defendant on any of the above issues, which could reduce any potential damages award.

At bottom, uncertainties at the time of settlement, particularly those which go to fundamental legal issues, favor approval. (*See Glass v. UBS Fin. Servs. Inc.* (N.D. Cal. Jan. 26, 2007, No. C-06-4068 MMC) 2007 WL 221862, *aff'd* (9th Cir. 2009) 331 Fed.Appx. 452.) Accordingly, the Settlement provides prompt relief for Settlement Class Members, while avoiding legal and factual hurdles that otherwise may have prevented them from obtaining any recovery whatsoever. And here, receiving certain compensation after years of negotiations is preferable to an uncertain result that might take a number of additional years to proceed to trial and through appeal. Thus, the proposed Settlement confers significant and timely relief without further delay by eliminating the substantial risk of Settlement Class Members receiving no recovery whatsoever.

E. Plaintiffs Conducted Thorough Investigation Prior to Entering into Settlement, and were Assisted in Evaluating and Agreeing on Settlement Terms by Experienced Mediators

California courts favor settlement. (*See, e.g., Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236.) Unlike most settlements, class action settlements involve a court approval

⁹ Defendant contends, among other things, that, at all times, they have complied with all applicable state, federal and local laws related to the Class Members' employment. These defenses must be accounted for in considering the reasonableness of the Settlement. Even though Class Counsel believe Plaintiffs' claims are meritorious, it is clear in this case that there remain many contested issues. Plaintiffs would face other significant risks if the litigation were to proceed to trial, including defeating certain claimed arbitration agreements that purport to require them to proceed individually in arbitration. If arbitration is not compelled, a Motion for Class Certification would be vigorously contested by Defendant. Plaintiffs would then need to establish class-wide liability and prove issues regarding damages and penalties. Such efforts would take many years and would necessitate expert testimony and additional litigation. Piazza Decl. ¶ 44.

1 process that exists to prevent fraud, collusion, and unfairness to class members. (*Malibu Outrigger*
2 *Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578–79.) This approval process
3 consists of preliminary settlement approval, notice being given to class members, and a final fairness
4 and approval hearing being held at which class members may be heard with respect to the settlement.
5 *Id.* Since this Court signed the order granting preliminary approval of the Settlement on November
6 19, 2025, no subsequent events have cast any doubt on the Court’s determination that the Settlement
7 appeared to be a fair, adequate, and reasonable compromise of disputed claims on behalf of the Class
8 Members. This case is now at the final step of this process and, for the reasons set forth in Plaintiffs’
9 Motion for Preliminary Approval of Class Action and PAGA Settlement, final approval is warranted.

10 As described in Plaintiffs’ Motion for Preliminary Approval, the Settlement was agreed upon
11 following an extensive review of the facts and law both in this case and the *Fraga* case. To facilitate
12 settlement negotiations, Class Counsel investigated the applicable law and the facts in this case and
13 extensively analyzed the potential damages that might be recovered following the exchange of
14 documents and information with Defendant. (Piazza Decl. ¶ 39.) Defendant produced voluminous
15 electronic and hard copy data, including time data, pay data, GPS coordinates, class size and
16 workweek information, and information regarding hourly rates. *Id.* Plaintiffs used this information,
17 along with extensive analysis by their outside damages expert, to perform a careful and detailed
18 analysis of the potential damages arising from the claims made in this case.

19 The Settlement was reached only after numerous conferences between representatives of the
20 parties, a mediation session overseen by an experienced wage and hour mediator, and months of
21 continued arm’s-length negotiations. Thus, prior to entering into the Settlement, counsel for the
22 parties fully investigated the law as applied to the facts discovered regarding Plaintiffs’ alleged Class
23 claims, and potential defenses thereto, and the damages claimed by the Plaintiffs on behalf of the
24 Settlement Class.

25 **F. Class Counsels’ Experience and Views Favor Final Approval**

26 Class Counsel are experienced and respected class action litigators, who have significant
27 experience in litigating similar cases. (Piazza Decl. ¶¶ 62-66; Bibiyan Decl. ¶ 10; Kim Decl. ¶¶ 11-
28

16.) In their experience, Class Counsel believe the settlement is fair, adequate, and reasonable. “‘Great weight’ is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation.” (*Nat’l Rural Tele. Coop. v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 528. (citation omitted)). Counsel “are better positioned than courts to produce a settlement that fairly reflects each party’s expected outcome in the litigation.” (*Id.*, quoting *In re Pacific Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378). “[A]bsent fraud, collusion, or the like, [the court] should be hesitant to substitute its own judgment for that of counsel.” (*Id.*; see also *Dunk, supra*, 48 Cal.App.4th at p. 1802.)

The proposed Class Counsel is comprised of three groups of law firms, all of whom were retained by clients who performed work for Premium who all complained of similar wage violations. Class Counsel are highly experienced in complex and class action litigation. The attorneys working on this case have been appointed class counsel and lead counsel through both certification and settlement of numerous wage and hour class actions. (*See generally* Declarations of Counsel.) Class Counsel’s experience in wage and hour class actions was integral in evaluating the strengths and weaknesses of the case and the reasonableness of the Settlement. This factor supports final approval.

G. The Lack of Governmental Participation Favors Final Approval

The LWDA did not provide notice of its intent to investigate the alleged violations within the time period prescribed by Labor Code section 2699.3. (Piazza Decl. ¶ 19.) Pursuant to Plaintiffs’ PAGA claim, the LWDA is to receive \$112,500.00 from the Settlement fund. (Agreement ¶ 3.2.7). Class Counsel is submitting this Motion to the LWDA concurrently with this filing. (Piazza Decl. ¶ 37.) This factor favors approval.

H. Class Members’ Positive Reaction to the Settlement Favors Final Approval

As noted, there were zero (0) objections to the Settlement, and zero (0) Settlement Class Members requested exclusion. The Court should construe this as a strong indication of Class Members’ overwhelming support for the Settlement. Accordingly, the Settlement is presumed to be fair, reasonable, and adequate, and the Court should grant final approval of the Settlement in its entirety. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.)

1 **IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT**

2 Pursuant to Cal. Lab. Code, § 2699(1)(2), a settlement of a civil action brought under the
3 PAGA statute must be submitted to the LWDA and must be approved by the court. In *Moniz v. Adecco*
4 *USA, Inc.*, the court found that “a trial court should evaluate a PAGA settlement to determine whether
5 it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law
6 violations, deter future ones, and to maximize enforcement of state labor laws.” (2021) 72
7 Cal.App.5th 56, 77, *disapproved on other grounds by Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664.
8 Where a settlement resolves both class and PAGA claims, courts examine the settlement as a whole
9 and the amount allocated to PAGA, including the amount distributed to the LWDA. (*O’Connor v.*
10 *Uber Techs., Inc.* (N.D. Cal. 2016) 201 F. Supp. 3d 1110, 1134–35.)

11 Plaintiffs’ counsel submitted the proposed settlement to the LWDA as required by the Labor
12 Code. (Piazza Decl. ¶ 19.) The proposed settlement allocates \$150,000.00 for civil penalties pursuant
13 to PAGA, with seventy-five percent (75%) of the allocation to be paid to the LWDA.

14 Plaintiffs’ claims for civil penalties under PAGA, as well as derivative claims regarding
15 waiting time penalties, accurate records, and wage statements, all were predicated on proof of an
16 underlying violation(s) of the California Labor Code. Thus, the existence of these claims was tied to
17 the risks of failing to prove California Labor Code violations for off-the-clock time and meal and rest
18 breaks. Plaintiffs’ damages analysis included potential for these penalties and derivative claims,
19 which, given the penalties associated with these claims, was significant; however, Plaintiffs
20 acknowledge that the total potential exposure associated with these derivative claims does not
21 necessarily represent the realistic value of those claims for the reasons already stated. Plaintiffs also
22 considered that courts have the discretion to reduce PAGA penalties.¹⁰

23
24 ¹⁰ See, e.g., *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517 (“Rather than imposing
25 the full penalty, . . . which the court noted in this instance would be unjust, arbitrary, and oppressive,
26 the court imposed a penalty of only \$5 per violation.”); *Barsegian v. Gilead Sciences, Inc.* (L.A. Super.
27 Ct. July 8, 2020, No. BC714686) (approving PAGA penalties of \$3.87 per pay period, in a case
28 involving claims of daily unpaid “on-call” time and meal and rest period violations); *Heredia v. Eddie*
Bauer LLC (N.D. Cal. Apr. 17, 2020, No. 5:16-cv-06236-BLF) (approving PAGA penalties of \$18.83
per pay period, in case alleging employees were forced to work off the clock for a few minutes each
day); *Kaanaana v. Barrett Bus. Servs., Inc.* (2018) 29 Cal.App.5th 778, 788, *aff’d* (2021) 11 Cal.5th

1 Plaintiffs submit that the negotiated settlement in this matter is reasonable and in line with
2 comparable settlements in other class actions in this county, including the approval in *Brown v.*
3 *Synctruck*, MSC18-02499 in which the Contra Costa County California Superior Court approved
4 \$60,000 allocation of PAGA Payments from a \$2,750,000 Gross Settlement Fund (2.1%), as well as
5 the recent approval in *Prater et al v. On Courier 365, Inc.*, 20-CIV-02814 in which the San Mateo
6 County California Superior Court approved \$100,000 allocation of PAGA payments from a
7 \$4,500,000 Gross Settlement Fund (2.2%).¹¹

8
9 158 (noting that the trial court “exercised its discretion to reduce the [PAGA] penalties to 13 percent
10 of the full amount [requested, because] [o]n average, plaintiffs were deprived of 13 percent of the 30-
11 minute meal period”); *Penaloza v. PPG Industries Inc.* (L.A. Super. Ct. May 20, 2013, No. BC471369)
2013 WL 2917624, at *2 (approving PAGA penalties averaging \$7.49 per aggrieved employee);
12 *Cabrera v. Advantage Sale & Marketing, LLC* (L.A. Super. Ct. Mar. 12, 2013, No. BC485259) 2013
WL 1182822 (approving PAGA penalties averaging \$3.33 per person).

13 ¹¹ See also *Mondrian v. Trius Trucking, Inc.* (E.D. Cal. Oct. 7, 2022, No. 1:19-CV-00884) 2022 WL
6226843, at *8 (approving PAGA allocation of \$10,000 out of \$995,000 settlement (1 percent));
14 *Erami v. JPMorgan Chase Bank* (C.D. Cal. Dec. 3, 2018, No. CV157728PSGPLAX) 2018 WL
11352374, at *6 (approving PAGA allocation of \$100,000 out of \$8,333,333 settlement (1.2
15 percent)); *Turner v. Motel 6 Operating L.P.* (C.D. Cal. Nov. 6, 2018, No. CV 17-2544 PSG (SSX))
2018 WL 6977474, at *7 (approving PAGA allocation of \$20,000 out of \$1,364,752.09 settlement
16 (1.4 percent)); *Dearaujo v. Regis Corp.* (E.D. Cal. July 21, 2017, No. 2:14-CV-01408) 2017 WL
3116626, at *3 (granting final approval of \$1,950,00 gross settlement with \$10,000 PAGA payment);
17 *Ahmed v. Beverly Health and Rehabilitation Servs., Inc.* (E.D. Cal. Feb. 7, 2018, No. 2:16-cv-1747
WBS KJN) 2018 WL 746393, at *10 (approving 1% of gross settlement as PAGA settlement); *Moore*
18 *v. PetSmart, Inc.* (N.D. Cal. Aug. 4, 2015, No. 5:12-CV-03577-EJD) 2015 WL 5439000, at *8, *aff’d*
(9th Cir. 2018) 728 Fed.Appx. 671 (approving total PAGA allocation that was 0.5% of \$10,000,000
19 gross settlement); *Hicks v. Toys ‘R’ Us–Delaware, Inc.* (C.D. Cal. Sept. 2, 2014, No. CV13-1302-
DSF JCGX) 2014 WL 4703915, at *1 (approving PAGA settlement of \$5,000 or 0.12% of the total
20 settlement amount); *Lusby v. Gamestop Inc.* (N.D. Cal. 2013) 297 F.R.D. 400, 407 (approving total
PAGA allocation that was 0.67% of \$750,000 gross settlement); *Franco v. Ruiz Food Prod., Inc.*
21 (E.D. Cal. Nov. 27, 2012, No. 1:10-CV-02354-SKO) 2012 WL 5941801, at *14 (approving PAGA
allocation of \$10,000 out of \$2,500,000 settlement (0.4 percent)); *Garcia v. Gordon Trucking, Inc.*
22 (E.D. Cal. Oct. 31, 2012, No. 1:10-CV-0324 AWI SKO) 2012 WL 5364575, at *7 (\$3.9 million
settlement allocating \$10,000 to PAGA penalties); *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb.
23 16, 2011, No. C-05-4526-MHP), 2011 WL 672645, at *1 (approving PAGA allocation of \$10,000
out of \$6,900,000 gross settlement (0.14 percent)); *In re M.L. Stern Overtime Litig.* (S.D. Cal. Apr.
24 13, 2009, No. 07-CV-0118-BTM JMA) 2009 WL 995864, at *1 (approving PAGA settlement of 2
percent); *Hopson v. Hanesbrands Inc.* (N.D. Cal. Aug. 8, 2008, No. CV-08-0844 EDL) 2008 WL
25 3385452, at *1 (approving a PAGA settlement of 0.3 percent); *Van Kempen v. Matheson Tri-Gas,*
26 *Inc.* (N.D. Cal. Aug. 25, 2017, No. 15-CV-00660-HSG) 2017 WL 3670787 (granting final approval
of \$5,000 PAGA penalty from \$370,000 settlement, or 1.4 percent of total settlement); *Slavkov v.*
27 *First Water Heater Partners I, LP* (N.D. Cal. July 25, 2017, No. 14-CV-04324-JST) 2017 WL
28

1 Notably, courts have held that where significant non-PAGA amounts are being paid to class
2 members, only a small amount, or even no amount, must necessarily be allocated and distributed to
3 the LWDA. (*See, e.g., Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 589 (affirming a
4 settlement allocating \$0 of \$6.4 million settlement to PAGA); *Smith v. Am. Greetings Corp.* (N.D.
5 Cal. May 19, 2016, No. 14-cv-02577-JST) 2016 WL 2909429 (granting final approval of class action
6 settlement allocating \$37,500 of \$4 million settlement to PAGA); *Willner v. Manpower Inc.* (N.D.
7 Cal. June 22, 2015, No. 11-cv-02846-JST) 2015 WL 3863625 (granting final approval of a class
8 settlement allocating \$65,625 of \$8.75 million settlement to PAGA); *Chu, supra*, 2011 WL 672645
9 (approving \$10,000 PAGA allocation in \$6.9 million settlement).)

10 Allocating less of the settlement to PAGA penalties is justified because it maximizes
11 payments to individual class members and furthers the public policies underlying PAGA by providing
12 a robust remedy for alleged violations of the California Labor Code. (*See Mejia v. Walgreen Co.* (E.D.
13 Cal. Mar. 24, 2021, No. 2:19-CV-00218 WBS AC) 2021 WL 1122390, at *5.) If a higher amount is
14 allocated to PAGA, in this case, the burden to pay civil penalties would effectively shift to the
15 Settlement Class Members because a higher allocation would reduce the amount that the Settlement
16 Class Members would ultimately receive under the proposed settlement. Accordingly, the proposed
17 allocation of \$150,000.00 to PAGA, \$112,500.00 of which is being paid to the LWDA, strikes a
18 balance between the interest of all the parties, including the LWDA and general public, by penalizing
19 the employer and providing relief to the Aggrieved Employees. As such, the proposed settlement is
20 fair, adequate, and reasonable. Plaintiffs thus respectfully request that the Court approve the proposed
21 LWDA payment.

22 **V. THE REQUESTED ATTORNEYS' FEE AWARD SHOULD BE APPROVED**

23 **A. Legal Standard**

24 California has long recognized the propriety and importance of awarding attorneys' fees to a
25 party who has recovered or preserved a monetary fund for the benefit of themselves and others. (*Laffitte*
26 *v. Robert Half Intern. Inc.* (2016) 1 Cal. 5th 480, 488–89.) In the context of class action litigation,
27 _____
28 3834873 (finding a \$7,500 PAGA payment reasonable when measured against the overall settlement
of \$345,000 and the possible weaknesses in plaintiffs' case, or 2.2 percent of total settlement).

attorneys' fees may properly be awarded pursuant to the common fund doctrine when a class settlement agreement establishes a relief fund from which the attorneys' fees are to be drawn. (*Id.*) Under the terms of this class action settlement agreement, Plaintiffs move for an award of attorneys' fees and costs in the amount of one-third (33 1/3%) of the total amount of \$3,000,000.00. This request is in line with the longstanding benchmark for fees in common fund cases and in line with the California Supreme Court's decision in *Laffitte*, approving a one-third of common fund fee award. (*See Laffitte, supra*, at 485.)

Indeed, public policy promotes approval of reasonable fee requests since "[t]he function of an award of attorney's fees is to encourage the bringing of meritorious . . . claims which might otherwise be abandoned because of the financial imperatives surrounding the hiring of competent-counsel." (*Kerr v. Quinn* (2nd Cir. 1982) 692 F.2d 875, 877; *City of Riverside v. Rivera* (1986) 477 U.S. 561, 578 (internal quotation marks and citations omitted).) "The rule with respect to attorney fees is that 'the amount to be awarded as attorney's fees is left to the sound discretion of the trial court.'" (*Glendora Community Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 465, 474 (citation and internal quotation marks omitted).)

i. The California Supreme Court Has Endorsed the Use of a Percentage Approach to Award Attorneys' Fees in Class Action Wage and Hour Cases

In *Laffitte, supra*, the California Supreme Court joined the "overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created." (*Id.* at 503.) In so doing, the Court described the "recognized advantages of the percentage method," including "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." (*Id.*)

Most of the Ninth Circuit and other federal courts are in accord. (*See Aichele v. City of Los Angeles* (C.D. Cal. Sept. 9, 2015, No. CV1210863DMGFFMX) 2015 WL 5286028, at *5 ("Many courts and commentators have recognized that the percentage of the available fund analysis is the

1 preferred approach in class action fee requests because it more closely aligns the interests of the
2 counsel and the class, *i.e.*, class counsel directly benefit from increasing the size of the class fund and
3 working in the most efficient manner.”.)¹²

4 One of the principal advantages of the percentage approach for awarding attorneys’ fees in
5 class action litigation is that it is result-oriented, thereby promoting the more efficient use of attorney
6 time and resources, rather than encouraging attorneys to prolong litigation in order to inflate their
7 recoverable hours. (*See In re Thirteen Appeals Arising Out of San Juan Dupont Plaza Hotel Fire*
8 *Litig.* (1st Cir. 1995) 56 F.3d 295 (“[U]sing the [percentage of fund] method . . . enhances efficiency,
9 or, put in the reverse, using the lodestar method in such a case encourages inefficiency. Under the
10 latter approach, attorneys not only have a monetary incentive to spend as many hours as possible (and
11 bill for them) but also face a strong disincentive to early settlement”).) Similarly, the percentage
12 method better approximates the workings of the marketplace by ensuring that attorneys receive
13 compensation for the true value of their services and skills. (*Id.* at 307 (“Another point is worth
14 making: because the [percentage of fund] technique is result-oriented rather than process-oriented, it
15 better approximates the workings of the marketplace . . . the market pays for the result achieved”)
16 (quoting *In re Continental Ill. Sec. Litig.* (7th Cir. 1992) 962 F.2d 566, 572, *as amended on denial of*
17 *reh’g* (May 22, 1992)).)

18 **B. Class Counsel’s Request for One-Third of the Fund for Attorneys’ Fees is**
19 **Presumptively Reasonable**

20 Courts in California regularly approve requests for one-third of the common fund, including
21 in comparable wage and hour cases. (*See Laffitte, supra* (approving one-third contingency fee request
22 from \$19 million settlement fund); *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558

23 ¹² *See also Knight v. Red Door Salons, Inc.* (N.D. Cal. Feb. 2, 2009, No. 08-01520 SC) 2009 WL
24 248367, at *5 (“use of the percentage method in common fund cases appears to be dominant”) citing
25 *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1047; *In re Activision Sec. Litig.* (N.D.
26 Cal. 1989) 723 F. Supp. 1373, 1374–77 (collecting authority and describing benefits of the
27 percentage method over the lodestar method); *Morales v. Conopco, Inc.* (E.D. Cal. Oct. 18, 2016,
28 No. 2:13-2213 WBS EFB) 2016 WL 6094504, at *7 (“Because of the ease of calculation and the
pervasive use of the percentage of recovery method in common fund cases, the court thus adopts this
method.”); *Swedish Hosp. Corp. v. Shalala* (D.C. Cir. 1993) 1 F.3d 1261, 1271 (“a percentage of the
fund method is the appropriate mechanism for determining the attorney fees award in common fund
cases”); *Camden I Condominium Ass’n Inc. v. Dunkle* (11th Cir. 1991) 946 F.2d 768, 774 (“we
believe that the percentage of the fund approach is the better reasoned in a common fund case”).

1 (“fee awards in class actions average around one-third of the recovery”); *Prater v. On Courier 365,*
2 *Inc. et al.* (San Mateo Super. Ct. July 5, 2024, No. 20-CIV-02814) (approving one-third attorneys’
3 fee award in the amount of \$1,500,000 as fair, reasonable, and adequate in wage and hour case);
4 *Manosh v. Four Wheel Campers, LLC* (Yolo Super. Ct. May 21, 2024, No. CV-2021-0808)
5 (approving fee award of 38% of gross settlement amount as reasonable and appropriate in wage and
6 hour class and PAGA action); *Myers v. Raleys* (Yolo Super. Ct. May 19, 2022, No. CV2011-2668)
7 (approving 40% attorneys’ fees in wage and hour class action).¹³

8 Similarly, California federal courts regularly approve attorneys’ fees of one-third. *See In re*
9 *Mego Fin. Corp. Sec. Litig.*, *supra*, 213 F.3d at p. 457–58, 463 (upholding fee award of 33.3% of
10 settlement); *Marshall v. Northrop Grumman Corp.* (C.D. Cal. Sept. 18, 2020, No. 16-CV-6794 AB
11 (JCX)) 2020 WL 5668935, *appeal dismissed* (9th Cir. Feb. 16, 2021) 2021 WL 1546069 (awarding
12 one-third of \$12.375 million settlement fund).¹⁴ And, this Court has approved and held attorneys’

13
14 ¹³ *See also Chamberlan v. Classic VMS, Inc., et al.* (Yolo Super. Ct. May 14, 2024, No. CV-2022-
15 0652) (approving one-third attorneys’ fees in wage and hour class settlement); *Blakes v. PGP*
16 *International, Inc.* (Yolo Super. Ct. Nov. 14, 2023, No. CV2022-1544) (approving one-third fee
17 award of one-million-dollar wage and hour settlement); *Hernandez v. Clark Pacific Corp.* (Yolo
18 Super. Ct. Oct. 9, 2023, No. CV-2019-644) (approving one-third attorneys’ fees in \$2,593,000.00
19 wage and hour class action settlement); *Hernandez et al. v. Yolo Federal Credit Union et al.* (Yolo
20 Super. Ct. Aug. 4, 2022, No. CV2021-1000) (approving one-third attorneys’ fees in wage and hour
21 class action); *Banda v. Verizon California, Inc.* (L.A. Super. Ct. Jan. 13, 2015, No. BC434587) 2015
22 WL 4875367 (35% fee on \$15,000,000 settlement); *Mambuki, et al. v. Securitas Security Servs. USA,*
23 *Inc.* (Santa Clara Super. Ct. 2008, J.C.C.P. No. 4460) (33 1/3% fee award (1.9 multiplier) plus costs);
24 *Rundberg v. Intrawest Napa Dev. Co.* (Napa Super. Ct. 2014, No. 26-56886) (40% fee award); *Chavez*
25 *v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 fn. 11 (40% fee award).) *Cristman v. Good Guys, Inc.*
26 (San Diego Super. Ct. 2007, No. GIS 21939) (33 1/3% fee award plus costs); *BCI Overtime Cases*
27 (San Bernardino Super. Ct. 2007, J.C.C.P. No. 4280) (33 1/3% fee award plus costs); *Birch v. Office*
28 *Depot, Inc.* (S.D. Cal. Sept. 28, 2007, No. 06 CV 1690 DMS (WMC)) 2007 WL 9776717 (40% fee
awarded on \$16,000,000 settlement); *Menchyk v. Beverages & More, Inc.* (Alameda Super. Ct. 2006,
No. RG 05196918) (33 1/3% fee award plus costs); *O’Hara, et al. v. Factory 2-U Stores, Inc.*
(Alameda Super. Ct. 2002, No. 834123-5) (33 1/3% fee award plus costs); *Davis v. The Money Store,*
Inc. (Sacramento Super. Ct. 2000, No. 99AS01716) (33 1/3 % fee award); *In re Milk Antitrust Litig.*
(L.A. Super. Ct. 1998, No. BC070061) (33 1/3% award); *Zelada v. Majestic Terminal Servs.* (San
Bernardino Super. Ct. 2019, No. CIVDS1916968) (38% fee awarded on \$1,800,000 settlement); *In*
re Cal. Indirect Purchaser X-Ray Film Antitrust Litig. (Alameda Super. Ct. Oct. 22, 1998, No.
960886) 1998 WL 1031494, at *9 (awarding 30% fee award and collecting California cases where
fee awards constituted 30 to 45 percent of common fund.)

¹⁴ *See also Waldbuesser v. Northrop Grumman Corp.* (C.D. Cal. Oct. 24, 2017, No. CV 06-6213-AB

1 fees greater than 33% to be fair and reasonable in similar common fund cases. (*See Brown v.*
2 *Synctruck* (Contra Costa Super. Ct. Sept. 21, 2023, MSC18-02499) (33.33% fee award approved);
3 *Gonzalez v. Trimon, Inc.* (Contra Costa Super. Ct. Apr. 17, 2023, No. MSC20-00023) 2023 WL
4 4687758, at *2 (35% fee award plus costs approved as reasonable); *Ibrahimi v. Walgreen Co.* (Contra
5 Costa Super. Ct. Jan. 30, 2019, No. CIVMSC16-02120) 2019 WL 2256046, at *2 (35% fee award
6 plus costs representing 1.48 multiplier approved as reasonable)).

7 Notably, “[e]mpirical studies show that, regardless of whether the percentage method or the
8 lodestar method is used, fee awards in class actions average around one-third of the recovery.”
9 (*Chavez, supra*, 162 Cal.App.4th at 65, n. 11 (citation omitted); *see also Cotchett, Pitre & McCarthy*
10 *v. Universal Paragon Corp.* (2010) 187 Cal.App.4th 1405, 1421 *as modified on denial of reh’g* (Sept.
11 21, 2010) (contingency fees typically range from 33 to 40 percent of class benefit); *Romero v.*
12 *Producers Dairy Foods, Inc.* (E.D. Cal. Nov. 14, 2007, No. 1:05CV0484 DLB) 2007 WL 3492841,
13 at *4 (in wage and hour action, stating “fee awards in class actions average around one-third of the
14 recovery” and awarding fees in that amount) (citing 4 Newberg & Conte, *Newberg on Class Actions*
15 § 14.6 (4th ed. 2007)). Indeed, “a 33% contingent fee of the total recovery is on the low end of what
16 is typically negotiated *ex ante* by plaintiffs’ firms taking on large, complex cases analogous to [this
17 one].” (*Young v. Cty. of Cook* (N.D. Ill. Sept. 20, 2017, No. 06 C 552) 2017 WL 4164238, at *6.)

18 As such, “one-third of the common fund is a reasonable reflection of the hypothetical market
19 price of [class counsel’s] services in this case...[and], there is no need to cross-check this percentage
20 against the lodestar.” (*Id.* (awarding fees of one-third of \$32.5 million common fund); *see also*

21 _____
22 (JCX)) 2017 WL 9614818 (awarding one-third of \$16.75 million settlement fund); *Bickley v.*
23 *Schneider Nat. Carriers, Inc.* (N.D. Cal. Oct. 13, 2016, No. 4:08-CV-05806-JSW) 2016 WL 6910261
24 (awarding one-third of \$28 million settlement fund); *Lusby v. GameStop Inc.* (N.D. Cal. Mar. 31,
25 2015, No. C12-03783 HRL) 2015 WL 1501095, at *9 (in wage and hour action, awarding fees in the
26 amount of one-third of common fund); *Smith v. CRST Van Expedited, Inc.* (S.D. Cal. Jan. 14, 2013,
27 No. 10-CV-1116-IEG-WMC) 2013 WL 163293, at *5 (“Under the percentage method, California has
28 recognized that most fee awards based on either a lodestar or percentage calculation are 33
percent...”); *Burden v. SelectQuote Insurance Servs.* (N.D. Cal. Aug. 2, 2013, No. C 10-5966 LB)
2013 WL 3988771, at *4 (same); *Barbosa v. Cargill Meat Solutions Corp.* (E.D. Cal. 2013) 297
F.R.D. 431, 450 (same); *Barnes v. The Equinox Group Inc.* (N.D. Cal. Aug. 2, 2013, No. C 10-3586
LB) 2013 WL 3988804, at *4 (same); *Singer v. Becton Dickinson and Co.* (S.D. Cal. June 1, 2010,
No. 08-CV-821-IEG (BLM)) 2010 WL 2196104, at *8 (same).

1 *Manosh, supra* (applying “the percentage-fee method” and approving 38% fee award as reasonable).)
2 Counsel’s attorneys’ fee request is consistent with this authority and warrants approval.

3 **C. The Requested Fee is Further Supported by Other Relevant Factors**

4 The requested fee award is supported by the contingency risk assumed in prosecuting the case.
5 The California Supreme Court has recognized that attorney fee awards should be enhanced to
6 compensate attorneys for the risks of loss involved in contingency cases. (*Ketchum v. Moses* (2001)
7 24 Cal.4th 1122, 1133; *Graciano v. Robinson Ford Sales, Inc.* (2006) 144 Cal.App.4th 140, 154; *see*
8 *also Consumer Privacy Cases, supra*, 175 Cal.App.4th at p. 556.) Class Counsel undertook this matter
9 solely on a contingent basis, with no guarantee regarding the potential duration of the litigation or the
10 ultimate recovery of fees or costs. While Class Counsel believes the claims in this case are
11 meritorious, Counsel recognizes the factual and legal challenges involved in complex litigation
12 generally, as well as the specific risks posed by the facts in this case. While attorneys who represent
13 corporations are routinely paid (often quite handsomely) on an hourly basis, plaintiffs in wage and
14 hour cases can rarely afford to pay their attorneys by the hour, especially if they expect to be
15 represented by a law firm well known for achieving good results. As firms committed to wage and
16 hour class actions, including the ones at hand, Class Counsel must accept cases on a wholly contingent
17 basis, with no guarantee of recovery of fees, or even the reimbursement of litigation costs. As
18 California case law recognizes, Class Counsel’s commitment to this litigation should not be assessed
19 in a vacuum.¹⁵ The significant time Class Counsel has spent in settlement efforts in this case prevented
20 them from pursuing other work and further supports the requested fee.

21 The experience and ability of Class Counsel further support the requested fee. The settlement
22 achieved here involves complicated allegations of California law as well as class and representative
23 action litigation. Class Counsel analyzed the data and assessed the risks under the law and negotiated
24 the terms of the Settlement. This required counsel well versed in class action litigation and wage and
25

26 ¹⁵ California courts “agree ...that ‘riskiness,’ difficulty or contingent nature of the litigation is a
27 relevant factor in determining a reasonable attorney fee award.” (*Salton Bay Marina, Inc. v. Imperial*
28 *Irrigation Dist.* (1985) 172 Cal.App.3d 914, 955, citing *La Mesa-Spring Valley School Dist. of San*
Diego Cnty. v. Nobuo Otsulca (1962) 57 Cal.2d 309, 316; *see also, In re Quantum Health Resources,*
Inc. (C.D. Cal. 1997) 962 F. Supp. 1254, 1257.)

hour law to marshal the evidence and present it to achieve this Settlement. As set forth in the accompanying declarations of Class Counsel, these firms have extensive experience in this area, and drew upon this extensive experience to reach the Settlement. (*Id.* ¶ 52.)

“The overall result and benefit to the class from the litigation is the most critical factor in granting a fee award.” (*In re Omnivision Techs., Inc.* (N.D. Cal. 2007) 559 F. Supp. 2d 1036, 1046.) Here, and as detailed in Plaintiffs’ Motion for Preliminary Approval, incorporated by reference herein, Class Counsel was able to secure an excellent result for Settlement Class Members – a Settlement to which no Settlement Class Members have objected. This factor supports approval of the fee award.

Finally, in compliance with Rules of Professional Conduct Rule 1.5.1, Plaintiffs entered into a contingency fee arrangement with Class Counsel, which advised each Plaintiff that any recoverable attorneys’ fees would be allocated between the firms as follows: seventy percent (70%) to Berger Montague PC, fifteen percent (15%) to Bibiyan Law Group, and fifteen percent (15%) to D.Law.

Accordingly, all of the foregoing factors support the requested fee award in this case.

D. A Lodestar Cross-Check, If Applied, Supports Plaintiffs’ Fee Request

California courts have the discretion to employ (or decline to employ) a “lodestar cross-check” on a request for a percentage of the fund fee award. (*Laffitte, supra*, 1 Cal. 5th at 505.) However, as noted above, the California Supreme Court in *Laffitte* has made clear that this cross-check is not required. (*Id.*) Plaintiffs submit that a lodestar cross-check is not necessary in this case, as it is recognized that the lodestar cross-check can reward unnecessary overbilling, inflation of timekeeping records, and inefficient litigation. (*See Albion Pac. Prop. Res., LLC v. Seligman* (N.D. Cal. 2004) 329 F. Supp. 2d 1163, 1170–71 (noting that “[a] fee applicant should neither be rewarded for hiring expensive legal counsel nor penalized for hiring more efficient legal counsel. Thus, if a fee applicant can demonstrate that its attorneys billed fewer hours than reasonably competent counsel would have billed, the fee applicant should be reimbursed at an above-average hourly rate”).) Indeed, in this case, the Parties reached a settlement at an early stage, which brings substantial benefit to Class Members.

1 In any event, a lodestar cross-check supports the requested fee award. As summarized in each
2 of the accompanying declarations of Class Counsel, Class Counsel have collectively spent 1,007.6
3 hours on the litigation, resulting in a lodestar of approximately \$705,269.50, not including the work
4 that will be necessary to bring this Settlement to a successful conclusion.¹⁶ (Piazza Decl. ¶¶ 59, 67;
5 Bibiyan Decl. ¶ 15; Kim Decl. ¶ 17.) Thus, the multiplier that would apply to obtain the requested
6 \$1,000,000.00 fee would be 1.42. (*Rosillo vs. Antioch Dunes Healthcare LLC* (Contra Costa Super.
7 Ct. April 29, 2026, No. C24-01654) (33.33% fee award approved).

8 Courts in the Ninth Circuit also “routinely award[]” multipliers in “the 1x to 4x range”, *Perks*
9 *v. Activehours, Inc.* (N.D. Cal. Mar. 25, 2021, No. 5:19-CV-05543-BLF) 2021 WL 1146038, at *8,
10 and will often award higher multipliers where the circumstances warrant it because of the excellent
11 results obtained, complexity of the case, and risks involved. (*See also Stevens v. SEI Investments Co.*
12 (E.D. Pa. Feb. 28, 2020, No. 18-cv-4205) 2020 WL 996418, at *13 (holding that “multiples ranging
13 from 1 to 8 are often used in common fund cases” and awarding fees equivalent to a multiplier of
14 6.16).)

15 Class Counsel anticipate incurring additional time in connection with this settlement;
16 including at the Final Approval Hearing; and overseeing the timely and proper administration of the
17 settlement if the Court grants approval. Thus, the lodestar cross-check supports the requested fee.

18
19
20
21 ¹⁶ In assessing counsel’s lodestar (for cross-check purposes or otherwise), a court is permitted to
22 “us[e] counsel declarations summarizing overall time spent, rather than demanding and scrutinizing
23 daily time sheets in which the work performed was broken down by individual task.” *Laffitte, supra*,
24 1 Cal. 5th at p. 505 (also stating “detailed time sheets” are not required as part of a lodestar
25 calculation – whether as a cross-check or otherwise); *In re Rossco Holdings, Inc.* (C.D. Cal. May 30,
26 2014, No. CV 14-917-JFW) 2014 WL 2611385, at *8 (“In California, an attorney need not submit
27 contemporaneous time records in order to recover attorney fees”); *Rodgers v. Claim Jumper Rest.,*
28 *LLC* (N.D. Cal. Apr. 24, 2015, No. 13-CV-5496 YGR) 2015 WL 1886708, at *10 (“Plaintiff’s
counsel is not required to record in great detail how each minute of his time was expended” and can
instead “meet his burden of justifying his fees by simply listing his hours and “identifying the general
subject matter of his time expenditures”); *Rodriguez v. Cty. of Los Angeles* (C.D. Cal. 2014) 96 F.
Supp. 3d 1012, 1023–24, *aff’d* (9th Cir. 2018) 891 F.3d 776 (“Courts generally accept the
reasonableness of hours supported by declarations of counsel.”).

1 **VI. THE REQUESTED REIMBURSEMENT OF ATTORNEYS' COSTS IS**
2 **APPROPRIATE AND SHOULD BE APPROVED**

3 Over the course of this litigation, Class Counsel incurred ordinary litigation costs totaling
4 \$61,693.53 as of the date of this filing and may incur additional expenses prior to the conclusion of
5 this matter. (Piazza Decl. ¶ 76; Bibiyan Decl. ¶ 16; Kim Decl. ¶ 24.) These costs include filing fees,
6 mediation fees, court costs, and legal research, and are described in the accompanying declarations
7 of Class Counsel. Such costs are appropriate for reimbursement. (*See In re United Energy Corp. Solar*
8 *Power Modules Tax Shelter Investment Sec. Litig.* (C.D. Cal. Mar. 9, 1989, No. CIV. 86-
9 3538KN(GX)) 1989 WL 73211, at *6; 1 Conte, *Attorney Fee Awards* § 2.8 (3d ed. 2023) (“The
10 prevailing view is that expenses are awarded in addition to the fee percentage.”); *see also In re*
11 *Immune Response Sec. Litig.* (S.D. Cal. 2007) 497 F. Supp. 2d 1166, 1177–78 (finding that costs such
12 as filing fees, photocopy costs, travel expenses, postage, telephone and fax costs, computerized legal
13 research fees, and mediation expenses are reasonable and necessary expenses in a class action
14 litigation).) Because the costs incurred by Class Counsel are reasonable and served to benefit the
15 Class, the Court should approve reimbursement.

16 **VII. THE COURT SHOULD FINALLY CERTIFY THE SETTLEMENT CLASS**

17 In its Preliminary Approval Order, the Court evaluated the propriety of class certification and
18 preliminarily certified the Settlement Class Members as follows: all individuals employed by
19 Defendant as non-exempt, hourly employees who fall under Defendant’s Representative job
20 classification in California at any time between June 13, 2022 and September 26, 2024. There have
21 been no developments since preliminary approval that would warrant a different finding.
22 Accordingly, this Court should finalize its prior preliminary grant of class certification for settlement
23 purposes.

24 **VIII. CONCLUSION**

25 Based on the foregoing, Plaintiffs respectfully request that this Court grant this Motion for
26 Final Approval of the Settlement Agreement and enter an Order consistent with the agreed Proposed
27 Order submitted herewith.
28

1 Dated: June 25, 2026

Respectfully submitted,



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