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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ALICIA ESQUIVEL GERLETTE, as an individual and on behalf of all others similarly situated, Plaintiff, vs. ALTMAN SPECIALTY PLANTS, LLC, a California Limited Liability Company; and DOES 1 through 100, inclusive, Defendants.	Case No.: 30-2023-01324651-CU-OE-CXC [*Assigned for all purposes to the Hon. Layne H. Melzer, Dept. CX102*] **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT, CLASS REPRESENTATIVE ENHANCEMENT PAYMENT, ATTORNEYS' FEES AND COSTS** Date: July 23, 2026 Time: 2:00 p.m. Dept.: CX102 Action Filed: May 10, 2023 Trial Date: None Set

PLEASE TAKE NOTICE that on July 23, 2026, at 2:00 p.m., or as soon thereafter as the matter may be heard in Department CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, Plaintiff Alicia Esquivel Gerlette ("Plaintiff"), as an individual and on behalf of a class of similarly situated individuals, will and hereby does move this Court for entry of an Order pursuant to Code of Civil Procedure § 382, California Rules of Court, rule 3.769, and Labor Code § 2699:

1. Confirming the certification of the Settlement Class for settlement purposes under California Code of Civil Procedure § 382;
2. Confirming the appointment of Plaintiff Alicia Esquivel Gerlette as the Class Representative for settlement purposes;
3. Confirming the 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 proposed Stipulation of Settlement (the "Settlement");
5. Approving an award of $166,666.67 in attorneys' fees to Class Counsel;
6. Approving an award of $23,898.15 in actual litigation cost reimbursement to Class Counsel;
7. Approving an award of $34,500.00 in costs to Phoenix Settlement Administrators for its settlement administration services;
8. Approving a Class Representative Enhancement Payment of $10,000.00 to Plaintiff for her service as the Class Representative and her general release of claims;
9. Approving an allocation of $50,000.00 for civil penalties under the Private Attorneys General Act ("PAGA"), $37,500.00 of which will be paid to the Labor and Workforce Development Agency ("LWDA"); and
10. Entering final judgment in the form of the [Proposed] Order Granting Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement, Class Representative Enhancement Payment, and Attorneys' Fees and Costs, and Judgment (the "[Proposed] Judgment and Order") submitted herewith.

This Motion is made on the following grounds: (1) the Settlement Class continues 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 Class; (3) the Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the requested awards of attorneys' fees and costs, Class Representative Enhancement Payment, LWDA payment for its share of PAGA penalties, and settlement administration costs are all 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 disbursements from, 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, Ian T. Mallery, Alicia Esquivel Gerlette, David Breshears of Hemming Morse, LLC, and Taylor Mitzner of Phoenix Settlement Administrators,[1] and the exhibits attached thereto; the Settlement; 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: June 23, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________
Andrew J. Rowbotham
Attorneys for Plaintiff

[1] Plaintiff Alicia Esquivel Gerlette previously submitted her declaration in support of preliminary approval on June 26, 2025. For the Court's convenience, Plaintiff is re-submitting her declaration in connection with this Motion.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Alicia Esquivel Gerlette ("Plaintiff") submits this Memorandum of Points and Authorities in support of her Motion for Final Approval of Class and PAGA Action Settlement ("Settlement") on behalf of all current and former non-exempt employees who worked for Defendant Altman Specialty Plants, LLC ("Defendant") in California between May 10, 2019 and February 28, 2025, and who did not sign an arbitration agreement containing a class action waiver. Plaintiff and Defendant are collectively referred to herein as "the Parties."

The non-reversionary $500,000.00 Settlement provides Individual Settlement Shares to all 246 participating Settlement Class Members. Based on the requested deductions, the Net Settlement Amount is $214,935.18, which results in an average gross Individual Settlement Share of approximately $873.72 before applicable wage withholdings, with the highest estimated share being $5,005.22 and the lowest estimated share being $17.02. The Settlement also resolves Plaintiff's representative claim under the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA"), by allocating $50,000.00 to PAGA civil penalties, including $37,500.00 to the Labor and Workforce Development Agency ("LWDA") and $12,500.00 to 5,312 PAGA Aggrieved Employees. Average PAGA payments are approximately $2.35, with the highest estimated PAGA payment being $9.57 and the lowest estimated PAGA payment being $0.06. Following the mailing of the Court-approved notice, zero (0) Settlement Class Members objected, zero (0) disputed their workweeks, and zero (0) Class Members opted out, resulting in a 100% participation rate.

As discussed below, the Court should grant Plaintiff's Motion in its entirety because: (1) the Settlement Class continues to satisfy the requirements for class certification for settlement purposes 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 for attorneys' fees and costs, the LWDA payment, Plaintiff's Class Representative Enhancement 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

Defendant is the self-described largest horticultural grower in the United States, with operations in nine states, including California. Declaration of Andrew J. Rowbotham ("Rowbotham Decl."), ¶ 10. Plaintiff worked for Defendant as a non-exempt "Merchandiser" from approximately February 7, 2019, until approximately February 21, 2022. Declaration of Alicia Esquivel Gerlette ("Gerlette Decl."), ¶ 2. Plaintiff's primary job duties included ordering, monitoring, and stocking inventory for Defendant's various Southern California nursery locations. *Id.* Like all Settlement Class members, Plaintiff was employed by Defendant as a non-exempt employee during the Class Period and subject to Defendant's wage and hour policies and practices. *Id.*, ¶¶ 2-3.

On May 10, 2023, Plaintiff initiated the instant action alleging Defendant failed to: (i) pay all minimum wages; (ii) pay all overtime wages; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) pay all wages owed upon separation of employment; (vi) reimburse necessary business expenses; and (vii) comply with California's Unfair Competition laws. Rowbotham Decl., ¶ 11. On October 23, 2023, Plaintiff filed a First Amended Complaint, adding an eighth cause of action for civil penalties under the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA"), based on the same underlying Labor Code violations. *Id*. On June 25, 2025, Plaintiff filed the operative Second Amended Complaint, adding allegations under the California Labor Code and applicable wage orders that Defendant: failed to provide heat recovery periods; failed to issue accurate, itemized wage statements; failed to maintain accurate records; failed to timely pay wages during employment; failed to pay temporary employees' wages; failed to pay agricultural employees at least twice per month; failed to correctly calculate rest period pay for piece-rate employees; failed to pay at least the minimum wage; and failed to pay all required sick pay. *Id*.

The Parties engaged in significant informal discovery, and Plaintiff propounded four sets of formal written discovery on Defendants prior to attending mediation. Rowbotham Decl., ¶ 12. Through informal discovery, Defendant provided Plaintiff with timekeeping and payroll records for an approximate 15% sampling of individuals who did not sign arbitration agreements, as well as an approximate 10% sampling of timekeeping and payroll records for employees in the PAGA Group. *Id*. Defendant also produced class-wide data points, employee handbooks, and other applicable policies in effect during the relevant time period. *Id*. Plaintiff's expert analyzed these records to construct a comprehensive damages model estimating Defendant's likely exposure on each claim. *Id*. On May 23, 2024, the Parties participated in an all-day mediation with the Hon. Glenda Sanders (Ret.), during which the Parties exchanged divergent views on Defendant's liability and exposure valuations, their legal positions, and the likelihood of certification of Plaintiff's claims. *Id*. With the assistance of Judge Sanders, the Parties ultimately reached a class-wide resolution of all claims, which was later memorialized in the Settlement Agreement. *Id*. Following supplemental briefing and the Parties' execution of the Amended Stipulation of Settlement, the Court preliminarily approved the Settlement on April 8, 2026. *Id*., Exhibit 1 (Preliminary Approval Order). On February 11, 2026, Plaintiff provided the LWDA with the Settlement Agreement in connection with her Second Supplemental Brief in Support of the Motion for Preliminary Approval. *Id*., Exhibit 2 (LWDA Submission Confirmation); *see also* ROA # 145. Further, on June 11, 2026, Plaintiff provided notice of the Court's Preliminary Approval ruling to Defendant and the LWDA, and subsequently uploaded the Court's signed Preliminary Approval Order to the LWDA's website. *Id*.; *see also* ROA # 161.

On April 17, 2026, Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Settlement Administrator, mailed the Court-approved Notice Packet via U.S. First Class Mail to all 5,453 unique individuals on the Class List. The Notice Packet included the Notice of Pendency of Class Action and Proposed Settlement, the Notice of Individual Settlement Payment, the Dispute Form, the Request for Exclusion Form, and the Objection Form. Mitzner Decl., ¶ 5, Exhibit A (Notice Packet). Settlement Class members had until June 16, 2026, to submit any disputes, objections, or requests for exclusion (the "Response Deadline"). *Id.,* ¶¶ 8-10. After the Response Deadline passed, Phoenix had received six (6) Request for Exclusion Forms, all from Aggrieved Employees who were already excluded from the class portion of the Settlement. No Class Member submitted a Request for Exclusion. Phoenix also received zero (0) objections and zero (0) disputes. Accordingly, all 246 Class Members are deemed Settlement

Class Members, resulting in a 100% class participation rate. *Id.*, ¶¶ 8-11.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

The Settlement Class includes: "All current and former non-exempt employees who worked for Defendant in California anytime between May 10, 2019 and February 28, 2025 (the "Class Period") and who did not sign an arbitration agreement containing a class action waiver." *See* Rowbotham Decl., Exhibit 1.

B. Monetary Terms

Defendant will pay a non-reversionary Maximum Settlement Amount ("MSA") of $500,000.00. *See* Settlement §§ 3, 3.C. The Net Settlement Amount ("NSA") is the remainder after deducting Court-approved amounts for attorneys' fees ($166,666.67), verified cost reimbursement ($23,898.15)[2], settlement administration costs ($34,500.00), Class Representative Enhancement Payment ($10,000.00), and the entire amount designated as PAGA penalties ($50,000.00). *See id.*, §§ 3, 4.A; Rowbotham Decl., Exhibit 3 (Cost Records). Based on these requested amounts, the NSA is $214,935.18. *See* Mitzner Decl., ¶ 13.

Phoenix will calculate payments as follows: (i) the $12,500.00 payable to PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the "PAGA Amount," and each PAGA Aggrieved Employee who was employed by Defendant at any time during the PAGA Period, regardless of whether he or she submits a valid Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of pay periods he or she worked during the PAGA Period compared to the aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period; and (ii) the NSA will be distributed to each participating Settlement Class member based on his or her

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[2] Class Counsel's cost records reflect $23,786.02 in out-of-pocket litigation expenses incurred to date. Rowbotham Decl., ¶ 13, Exhibit 3 (Cost Records). Plaintiff seeks reimbursement of a total of $23,898.15, which includes an additional $112.13 in reasonably anticipated future costs that Plaintiff will incur for the filing and service of the Motion for Final Approval and the cost of filing the Settlement Administrator's final accounting declaration, which will be prepared after disbursement of the Settlement proceeds and expiration of the check cashing deadline. *Id*. These costs are foreseeable and necessary to fully implement the Settlement and complete the final approval process. *Id*.

proportionate number of workweeks worked during the Class Period, by multiplying the NSA by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period. Settlement § 4.B. For tax purposes, each Individual Settlement Payment shall be allocated as 20% wages (subject to applicable withholdings), and 80% interest and penalties (not subject to payroll tax withholdings). *See id.*, § 4.E. The portion of the PAGA Amount payable to the PAGA Aggrieved Employees shall be allocated as 100% penalties (not subject to withholdings). *Id.*

C. <u>Summary of Notice Process</u>

On April 9, 2026, Defendant provided Phoenix with a class list containing the names, last known mailing addresses, Social Security numbers, and relevant workweek information for each potential Class Member during the Class Period. Mitzner Decl., ¶ 3. After verifying and updating addresses using the National Change of Address database, Phoenix mailed the Court-approved Notice Packet to all 5,453 Class Members and Aggrieved Employees on April 17, 2026. *Id.* ¶¶ 4-5. Following the initial mailing, 164 Notice Packets were returned as undeliverable. *Id.*, ¶ 6. Phoenix performed a skip trace to locate updated addresses, resulting in the successful re-mailing of 120 Notice Packets. *Id.* Ultimately, 44 Notice Packets remain undeliverable. *Id.,* ¶ 7. Settlement Class members had until June 16, 2026, to submit objections, disputes, or requests for exclusion. Mitzner Decl., ¶¶ 8-10. As of the date of this Motion, Phoenix has received zero (0) objections and zero (0) disputes. Phoenix received six (6) Request for Exclusion Forms, all submitted by Aggrieved Employees who were not members of the Settlement Class; no Class Member submitted a Request for Exclusion. Accordingly, all 246 Class Members are deemed Settlement Class Members, resulting in a 100% class participation rate.

D. <u>Timing of Payments</u>

Defendant will deposit the MSA with the Settlement Administrator no later than thirty (30) calendar days after the Court signs an order granting final approval of the Settlement Agreement. *See* Settlement § 3.B. The Maximum Settlement Amount shall be deposited and held in an established, interest-bearing Qualified Settlement Fund. *Id.*

Within ten (10) business days following the full funding of the Maximum Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment, and will prepare and mail the Individual Settlement Payments to the participating Settlement Class members. Settlement § 4.C. Settlement Class members will have 180 calendar days from the mailing date to cash their checks. *Id*., § 4.F. Any check that is not negotiated within 180 days of mailing to a Settlement Class member shall be transmitted by the Settlement Administrator, in the name of the participating Settlement Class member, to the State of California's Unclaimed Property Division. *Id*.

E. Scope of Releases

The Settlement's releases are tailored to the claims and time periods at issue. The "Released Parties" are Defendant and its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors, and assigns. Settlement § 2. Participating Settlement Class members release claims against the Released Parties that were alleged in the Action, or that could have been pled based on the factual allegations in the Action, arising during the Class Period. *Id*., § 2.A. The Released Claims include claims for failure to pay minimum wages and overtime wages, meal period and rest period violations, failure to timely pay final wages, failure to reimburse necessary business expenses, UCL violations, heat recovery period violations, recordkeeping violations, untimely payment of wages during employment, temporary-employee wage violations, failure to pay agricultural employees at least twice per month, failure to correctly calculate rest period pay for piece-rate employees, failure to pay sick pay, and related damages, restitution, disgorgement, statutory penalties, interest, taxes, and attorneys' fees. *Id*.

Separately, all PAGA Aggrieved Employees release PAGA civil penalty claims against the Released Parties arising during the PAGA Period that are based on the violations alleged and facts identified in the Action, Plaintiff's June 14, 2023 LWDA letter, and Plaintiff's March 10, 2025 amended LWDA letter, or that reasonably could have been brought based on those factual allegations. Settlement, § 2.B. Plaintiff also provides an individual general release of known and unknown claims against Defendant, including a Civil Code § 1542 waiver, in exchange for the requested Class Representative Enhancement Payment. *Id*., § 2.C.

IV. ARGUMENT

A. The Court Should Confirm Certification of the Settlement Class

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 Settlement Class satisfies all requirements for class certification for settlement purposes when it granted preliminary approval on April 8, 2026. *See* Rowbotham Decl., Exhibit 1. Since then, no events have undermined this determination. To the contrary, the Settlement Class has overwhelmingly supported the Settlement, with zero (0) objections and zero (0) opt-outs for a 100% participation rate. *See* Mitzner Decl., ¶¶ 9, 11. Accordingly, the Court should confirm its conditional certification of the Settlement Class.

B. The 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. *Id*. 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 for the Court to consider 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.

Id. 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, disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc*. (2018) 4 Cal.5th 260. 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 explained in the Motion for Preliminary Approval, after reviewing the class data produced for mediation, Plaintiff determined that Defendant's records did not reflect any material underpayment of minimum or overtime wages from the challenged rounding practices, so those theories were assigned only nominal settlement value. Rowbotham Decl., ¶ 14. Plaintiff also considered Defendant's defenses to certification and the merits, including Defendant's position that certain claims would require individualized inquiries and could result in unmanageable mini-trials. *Id.*

For the rest period claim, Defendant maintains that it authorized and permitted Settlement Class Members to take all rest periods required under California law. Rowbotham Decl., ¶ 15. Defendant asserts that rest periods did not begin until employees reached their designated rest areas, that state and federal audits and time-and-motion studies confirmed compliance with applicable rest break requirements, and that its bell system for field employees provided more than 10 minutes of rest. *Id.* Defendant also contends that the rest period claim is not suitable for class treatment because it would require individualized inquiries into whether each employee was authorized and permitted to take a rest period on a given day. *Id.*

As to Plaintiff's meal period claim, Defendant contends it maintained lawful meal period policies and practices throughout the Class Period. Rowbotham Decl., ¶ 16. Defendant asserts that, in addition to maintaining compliant written policies, managers are trained to instruct employees to take meal periods in accordance with California law. *Id*. Defendant also contends that, to the extent any second meal periods are not recorded, employees validly waived their second meal period for shifts shorter than 12 hours. *Id*. Finally, Defendant asserts that its timekeeping and payroll records reflect substantial meal period compliance throughout the relevant time period, including the payment of meal period premiums. *Id*. Defendant also argues that Plaintiff's meal period claim is not suitable for class certification because individualized inquiries would be required to determine whether any allegedly missed, late, or short meal period resulted from Defendant's policies or practices, whether a valid waiver applied, and whether a meal period premium was paid. *Id.*

As to Plaintiff's expense reimbursement claim, Defendant asserts that its policy and practice is to reimburse all reasonable expenses incurred by employees in performing their job duties, including work-related personal cell phone use. Rowbotham Decl., ¶ 17. Defendant contends that Plaintiff's paystubs reflect reimbursement for her personal cell phone use, and that to the extent Plaintiff or any other Settlement Class Member failed to follow Defendant's reimbursement policy, the company lacked knowledge of any unpaid expenses. *Id*. Defendant also maintains that this claim is not suitable for class certification because it would require individualized inquiries into whether each employee was required to use a personal cell phone for work, resulting in an unmanageable series of mini-trials. *Id*.

With respect to Plaintiff's derivative wage statement, waiting time, and PAGA claims, Defendant maintains that those claims depend, in substantial part, on the same alleged underlying Labor Code violations and that, if the underlying claims fail, the derivative claims will also fail. Rowbotham Decl., ¶ 18; *see Price v. Starbucks Corp*. (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Defendant also maintains that Plaintiff cannot show that the wage statement violations were "knowing and intentional," or that the putative class members "suffer[ed] injury" as a result of the alleged violations, as required by Labor Code § 226(e) for the imposition of wage statement penalties. Rowbotham Decl., ¶ 18; *see* Labor Code § 226(e)(1); *Naranjo v. Spectrum Security Services, Inc*. (2024) 15 Cal.5th 1056, 1064. Defendant further maintains that a good faith dispute would preclude waiting time penalties. Rowbotham Decl., ¶ 18; *see* 8 Cal. Code Regs. § 13520. Moreover, Defendant maintains that this Court could exercise its discretion to substantially reduce any PAGA penalties awarded. Rowbotham Decl., ¶ 18; *see* Labor Code § 2699(e)(2); *Carrington v. Starbucks Corp*. (2018) 30 Cal.App.5th 504, 529 (affirming "significant reduction" of PAGA penalties to $5 per initial violation).

These considerations informed the Settlement negotiations and support final approval. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff and Class Counsel, with the assistance of a retained expert, carefully vetted the claims at issue, reviewed Defendant's timekeeping, payroll, and policy records, and prepared a comprehensive damages model. After the Parties exchanged relevant class-wide information, they participated in mediation with the Honorable Glenda Sanders (Ret.). Although the matter did not resolve at mediation, the Parties continued arm's-length negotiations and ultimately reached the Settlement now before the Court. These risks and considerations support a finding that the Settlement is fair, adequate, and reasonable.

2. The Settlement Compensation Is Fair, Adequate, and Proportional

Phoenix will calculate Individual Settlement Payments based on each participating Settlement Class member's proportionate number of workweeks worked during the Class Period. *See* Settlement § 4.B.ii. In addition, 25% of the $50,000.00 in PAGA penalties (i.e., $12,500.00) will be distributed to all 5,312 PAGA Aggrieved Employees. *See* Settlement § 4.B.i. Each PAGA Aggrieved Employee shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period compared to the aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period. *Id*.

This distribution methodology fairly allocates the Net Settlement Amount and the employee share of the PAGA allocation based on objective payroll data. Workweeks provide a reasonable proxy for each participating Settlement Class Member's alleged exposure to the wage-and-hour claims, while pay periods provide a reasonable proxy for each PAGA Aggrieved Employee's alleged exposure to PAGA penalties. The formula therefore allocates higher payments to employees who worked more during the relevant periods and is reasonably tied to the damages and penalties theories at issue in the case.

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 minimal requests for exclusion support approval. *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). Here, there were 246 Class Members, of whom zero (0) objected to the Settlement and zero (0) requested exclusion. Mitzner Decl., ¶¶ 3, 8-9. As a result, all 246 Class Members are deemed Settlement Class Members, representing 100% of the Class. Mitzner Decl., ¶ 11. This strongly favorable response further confirms that the Settlement is fair, adequate, and reasonable.

C. **The Requested Attorneys' Fee Award Is Reasonable as a Percentage of the Maximum Settlement Amount Confirmed by a Lodestar Cross-Check**

Plaintiff and the Settlement Class are entitled to recover attorneys' fees and costs for their wage claims. *See* Labor Code §§ 226(e), 1194, and 2699(g). A fee award is justified when legal action produces benefits through a voluntary settlement. *See, e.g., Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1290-91; *Westside Community for Independent Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 352-53; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 (finding that when a plaintiff secures a common fund for a group, attorneys' fees may be awarded from that fund).

California state and federal courts routinely award one-third of the settlement fund in class actions. *See Chavez v. Netflix, Inc*. (2008) 162 Cal.App.4th 43, 66, fn. 11; *Wershba, supra,* 91 Cal.App.4th at 254 (recognizing the "percentage of recovery" method); *In re Pacific Enterprises Securities Litig*., 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award). The California Supreme Court has also endorsed the "percentage of fund" method. *See Laffitte v. Robert Half Int'l, Inc*. (2016) 1 Cal.5th 480, 506 (holding that the percentage method is a valuable tool and aligns attorney incentives with class interests).

Specifically, the *Laffitte* Court reasoned:

> 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 (internal citation omitted); *see also Rawlings v. Prudential-Bache Properties, Inc*., 9 F.3d 513, 516 (6th Cir. 1993) (holding that the percentage of fund method better reflects results achieved than the lodestar method and encourages early settlement); *In re Rite Aid Corp. Securities Litig*., 396 F.3d 294, 300 (3d Cir. 2005) (favoring percentage-of-recovery in common fund cases as it rewards success and penalizes failure). The requested fee is also consistent with Class Counsel's experience litigating wage-and-hour class action matters and with fee awards commonly approved in similar common fund settlements. Rowbotham Decl., ¶ 19. Here, Class Counsel seeks an attorneys' fee award of $166,666.67, representing one-third of the $500,000.00 Maximum Settlement Amount. This percentage is consistent with the one-third fee award approved in Laffitte and is fair and reasonable under the percentage-of-recovery method. *Id*.

In *Laffitte*, the California Supreme Court held that 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 503-06. 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, supra*, 20 Cal.3d at 48-49; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-36; *Thayer v. Wells Fargo Bank* (2001) 92 Cal.App.4th 819, 834 ("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").

California courts have approved lodestar multipliers of 2 to 4 or even higher. *Wershba, supra,* 91 Cal.App.4th at 255; *see also Chavez, supra,* 162 Cal.App.4th at 66-67 (affirming fee award involving an approximately 2.5 multiplier). In class actions where the value of the benefit conferred can be monetized with a reasonable degree of certainty, a court may adjust or cross-check the lodestar against 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* (2009) 175 Cal.App.4th 545, 557.

In this case, Plaintiff's counsel has a lodestar of approximately $143,665.00, which results in a modest multiplier of approximately 1.16 compared to the $166,666.67 fee request. Rowbotham Decl., ¶ 20. A summary showing the number of hours of work performed by each attorney and legal assistant is set forth below. *Id*. The billing rates used are reasonable in view of the evidence submitted herewith, including prior judicial approvals of comparable rates and the 2026 Laffey Matrix. *Id*., Exhibit 4 (Class Counsel's Detailed Hourly Breakdown); Exhibit 5 (2026 Laffey Matrix); Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-14; Declaration of Fletcher W. Schmidt ("Schmidt Decl."), ¶¶ 2-9; Declaration of Ian T. Mallery ("Mallery Decl."), ¶¶ 2-8.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (20th Year Attorney)	$975	19.2	$18,720.00
Fletcher W. Schmidt (14th Year Attorney)	$875	33.5	$29,312.50
Andrew J. Rowbotham (12th Year Attorney)	$775	101.3	$78,507.50
Ian T. Mallery (2nd Year Attorney)	$450	35.3	$15,885.00
Legal Assistants	$200	6.2	$1,240.00
Total Lodestar			$143,665.00

As discussed above, this case presented significant risks as to class certification and the merits. It is therefore fair and reasonable to account for those risks in compensating Class Counsel. Class Counsel should also be compensated for undertaking this litigation on a pure contingency basis and for devoting substantial time and resources to the case without any guarantee of recovery. Class Counsel's efforts included conducting a pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis, engaging in informal discovery, reviewing class-wide documents and data produced by Defendant, evaluating timekeeping and payroll records, building a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the Settlement documents, preparing the Motion for Preliminary Approval and supporting papers, responding to the Court's preliminary approval concerns through supplemental briefing and revised settlement documents, overseeing the notice process, and preparing the Motion for Final Approval and supporting papers. Rowbotham Decl., ¶ 21. Class Counsel will also expend additional time attending the final approval hearing, overseeing the disbursement process, and reviewing and filing the Settlement Administrator's final accounting declaration with the Court. *Id.* Given the risk of adverse outcomes, including denial of class certification, the contingent risk borne by Class Counsel was significant. The requested fee award fairly compensates Class Counsel for the work performed, the risks undertaken, and the result obtained for the Settlement Class.

Class Counsel are highly experienced in litigating wage-and-hour class actions and collectively bring decades of experience in class and representative employment matters. See

Rowbotham Decl., ¶¶ 2-8; Haines Decl., ¶¶ 2-11; Schmidt Decl., ¶¶ 2-9. Class Counsel have been appointed as class counsel in numerous certified class actions in both state and federal courts. *Id*. This experience was instrumental in assessing the strengths and weaknesses of Plaintiff's claims, evaluating the risks of continued litigation, and negotiating a fair and adequate resolution. Practice in wage-and-hour class litigation requires skill and knowledge concerning California wage-and-hour law, PAGA, and the procedural requirements governing class action settlements. In light of Class Counsel's skill, reputation, experience, contingent risk, and the result obtained, the requested fee award of one-third of the Maximum Settlement Amount is fair and reasonable and should be approved.

D. <u>The Requested Cost Reimbursement Warrants Final Approval</u>

Class Counsel incurred $23,786.02 in out-of-pocket litigation expenses and respectfully requests reimbursement of $23,898.15, which includes $112.13 in reasonably anticipated costs necessary to complete the final approval and post-distribution accounting process. This amount is below the $30,000.00 maximum disclosed to Settlement Class Members and preliminarily approved by the Court. *See* Rowbotham Decl., ¶¶ 13, 22, Ex. 3; Settlement § 5.[3] Because the Net Settlement Amount is calculated by deducting only the amounts approved by the Court, the unawarded remainder of the litigation-cost cap remains available for distribution to Settlement Class Members as part of the Net Settlement Amount. *See* Settlement § 4.A.

Class Counsel's request is fair and reasonable because the requested costs are documented and were reasonably incurred in prosecuting and resolving the Action, including mediation expenses. *See* Rowbotham Decl., Exs. 3, 7-8. Courts routinely approve reimbursement of litigation expenses of the type requested here. *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 client"); *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,

[3] True and correct copies of the invoice and declaration of Plaintiff's expert, David Breshears, are attached to the Rowbotham Declaration as Exhibit 7. The mediation invoice for the Hon. Glenda Sanders is attached to the Rowbotham Declaration as Exhibit 8.

legal research, copies, postage, filing fees, messenger, and overnight delivery costs are reimbursable).

Notably, no Settlement Class Member objected to the Settlement, including Class Counsel's disclosed request for up to $30,000.00 in litigation cost reimbursement. Mitzner Decl., ¶ 9. Because the requested expenses were reasonably incurred, documented, below the disclosed cap, and unopposed, the Court should grant Class Counsel's request for $23,898.15 in actual litigation cost reimbursement.

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

Plaintiff also requests that the Court approve $34,500.00 in administration costs to Phoenix Settlement Administrators, the Court-appointed Settlement Administrator. Mitzner Decl., ¶¶ 1, 17, Ex. B. As detailed in the Declaration of Taylor Mitzner, Phoenix performed the essential duties required to administer the Settlement and implement the Court-approved Notice process. Phoenix was responsible for preparing, translating, printing, and mailing the Notice Packets, responding to inquiries from Class Members, processing Requests for Exclusion, objections, and workweek disputes, calculating the Net Settlement Amount and Individual Settlement Shares, calculating and issuing Individual Settlement Payments and Individual PAGA Payments, and performing the remaining tasks necessary to complete administration. *Id.*, ¶ 2.

Phoenix also received and processed the Class List provided by Defendant, conducted a National Change of Address search to update mailing addresses, and mailed the Notice via first-class mail, in English and Spanish, to all 5,453 Class Members and Aggrieved Employees on the Class List. Mitzner Decl., ¶¶ 3-5. After Notices were returned as undeliverable, Phoenix performed skip tracing, obtained 120 updated addresses, and promptly re-mailed the Notice to those individuals. *Id.*, ¶¶ 6-7. Phoenix has also calculated the Net Settlement Amount, Individual Settlement Shares, and Individual PAGA Payments. *Id.*, ¶¶ 13-15. Accordingly, the requested administration costs are fair, reasonable, and consistent with the scope of work required under the Settlement Agreement and should be granted final approval.

F. <u>**The Court Should Finally Approve the Requested Class Representative Enhancement Payment**</u>

Courts routinely approve service awards to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. *See*, *e.g.*, *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co*. 901 F.Supp. 294 (N.D. Cal. 1995) (approving $50,000.00 service payment). The common law in both California state and federal courts has long recognized the important function of enhancement payments to incentivize plaintiffs to bring class actions to vindicate others' rights. *See Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394 (stating that the question of whether a class representative was entitled to a service award was answered in the affirmative in *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785).

Here, Plaintiff seeks an Enhancement Payment of $10,000.00. Plaintiff did more than lend her name to a routine settlement. She pursued the case through an unusual procedural history involving an original class action, arbitration proceedings, Defendant's alleged arbitration-fee default, refiling in court, amended class and PAGA pleadings, mediation, multiple rounds of settlement revisions, and final approval proceedings. Plaintiff remained involved throughout that process. She searched for relevant documents, provided factual information to Class Counsel, participated in communications regarding the claims and Defendant's practices, assisted Class Counsel in preparing for mediation, made herself available during mediation, reviewed and provided input regarding the Settlement, and otherwise assisted Class Counsel in moving the case toward resolution. Gerlette Decl., ¶¶ 4-5. Plaintiff estimates that she spent at least 20 hours on activities leading to the resolution of this matter. *Id*., ¶ 5.

Plaintiff also undertook risks and obligations not shared by absent Settlement Class Members. She publicly filed a putative class and representative action against her former employer, remained responsible for assisting counsel throughout the litigation and settlement process, and agreed to a broader release than the release provided by absent Settlement Class Members. Gerlette Decl., ¶¶ 4-5; Settlement § 6. The requested $10,000 Enhancement Payment was disclosed in the Court-approved Notice, and no Settlement Class Member objected to the Settlement or to the requested award. Mitzner Decl., ¶ 9. No Class Members requested exclusion from the class portion of the Settlement, leaving all 246 Class Members as Settlement Class Members, representing 100% of the Class, participating in the Settlement. Mitzner Decl., ¶¶ 8, 11. Considering Plaintiff's time, effort, risks, broader release, and the unique procedural burdens she shouldered to obtain a classwide and PAGA resolution, the requested $10,000 Enhancement Payment is fair and reasonable and should be approved.

V. <u>CONCLUSION</u>

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Motion in its entirety and enter the [Proposed] Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement, Class Representative Enhancement Payment, and Attorneys' Fees and Costs, and Judgment, submitted herewith. Plaintiff has submitted this Motion and all supporting papers to the LWDA. *See* Rowbotham Decl., Exhibit 6 (LWDA Final Approval Motion Submission Confirmation).

Dated: June 23, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________
Andrew J. Rowbotham
Attorneys for Plaintiff