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Electronically FILED by
Superior Court of California,
County of Los Angeles
2/20/2026 5:09 PM
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Attorneys for Plaintiff GILLIAN REY MORRIS, individually and on behalf of the putative class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GILLIAN REY MORRIS, individually and on behalf of the putative class,

Plaintiff,

vs.

COLLABERA, INC., a corporation; COLLABERA LLC, a limited liability company; and DOES 1-50, inclusive.

Defendants.

Case No.: 23STCV18770

CLASS AND PAGA ACTION

Assigned for All Purposes To:
Hon. David S. Cunningham III
Dept.: 11

PLAINTIFF'S NOTICE OF UNOPPOSED MOTION AND MOTION FOR FINAL APPROVAL OF THE CLASS ACTION AND PAGA SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS AND INCENTIVE AWARD; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

[Filed concurrently with the Declaration of Danny Yadidsion; Declaration of Gillian Rey Morris; Declaration of Nathalie Hernandez of ILYM Group, Inc.; Joint Stipulation of Class Action and PAGA Settlement and Release; Supplemental Addendum to Joint Stipulation of Class Action and PAGA Settlement and Release; Class Notice; and [Proposed] Final Approval Order and Judgment]

Date: March 24, 2026
Time: 10:00 a.m.
Dept: 11

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

YOU ARE HEREBY NOTIFIED THAT at 10:00 a.m. on March 24, 2026, or as soon thereafter as the matter can be heard, in Department 11 at the Los Angeles Superior Court, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012, Plaintiff Gillian Rey Morris ("Plaintiff"), individually and on behalf of the Settlement Class, will move for an order granting (1) Final Approval of the Class Action and PAGA Settlement and approval of payment of Attorneys' Fees and Costs, and the Class Representative Incentive Award, and (2) Entry of the Final Approval Order and Judgment.

This motion is brought pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.769, and the Court's August 4, 2025 Preliminary Approval Order. This Motion will be based on this notice, the accompanying memorandum of points and authorities, the Declaration of Danny Yadidsion, the Declaration of Gillian Rey Morris, the Declaration of Nathalie Hernandez of ILYM Group, Inc., the Joint Stipulation of Class Action and PAGA Settlement and Release (including the Supplemental Addendum to Joint Stipulation of Class Action and PAGA Settlement and Release), the Court-approved Class Notice, and the complete files and records in this action. Because Plaintiff and Defendants have agreed to the proposed class and PAGA settlement and have met and conferred regarding the motion, this motion is not opposed. To date, there have been no Notices of Objection, no Requests for Exclusion, and no disputes regarding Workweeks, and the Settlement Administrator reports 154 Settlement Class Members (100% participation).

Respectfully Submitted,

DATED: February 20, 2026

LABOR LAW PC

By: ______________________________
Danny Yadidsion, Esq.
Noël Harlow, Esq.
Attorneys for Plaintiff GILLIAN REY MORRIS
individually and on behalf of the putative class

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I. INTRODUCTION

Plaintiff Gillian Rey Morris ("Plaintiff") and Defendants Ascendion, Inc. (formerly known as Collabera, Inc.) and Collabera, LLC ("Defendants") (collectively, the "Parties") have reached a Class Action and PAGA Settlement, and the Court granted preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement and Release, as amended by the Supplemental Addendum to Joint Stipulation of Class Action and PAGA Settlement and Release ("Supplemental Addendum") (collectively, the "Settlement"). (Declaration of Danny Yadidsion ("Yadidsion Decl.") ¶¶ 1, 7(a).) True and correct copies of the Settlement and the Supplemental Addendum are attached as **Exhibit B** to the Declaration of Danny Yadidsion. (Yadidsion Decl. ¶ 7(a).) Consistent with the Court's August 4, 2025 Preliminary Approval Order, the Settlement Administrator, ILYM Group, Inc. ("ILYM"), disseminated the Court-approved Class Notice to the Class Members identified by Defendants. (Yadidsion Decl. ¶ 7(k); Declaration of Nathalie Hernandez ("Hernandez Decl.") ¶¶ 5–7, Exh. A.)

At this Final Approval Hearing, the Court will decide whether to grant final approval of the Settlement. Plaintiff respectfully submits this memorandum in support of her unopposed motion for final approval and entry of the proposed Final Approval Order and Judgment. The Settlement provides an excellent result for the Class and eliminates the delays, risks, and expense of continued litigation. Following dissemination of notice, there were no Notices of Objection, no Requests for Exclusion, and no disputes regarding Workweeks resulting in 100% participation of the 154 Settlement Class Members. (Hernandez Decl. ¶¶ 11–14.) This uniformly favorable response strongly supports final approval. For the same reasons the Court found the Settlement fair, reasonable, and adequate at preliminary approval, Plaintiff respectfully requests that the Court grant final approval and enter judgment.

II. THE SETTLEMENT BEFORE THE COURT

The Parties reached a full settlement of this Action following a full-day mediation on June 25, 2024. (Yadidsion Decl., ¶¶ 7(a), 10(b).) The Joint Stipulation of Class Action and PAGA Settlement and Release was thereafter amended by a Supplemental Addendum effective July 31, 2025, consistent with the Court's July 8, 2025 order. (*Id.*) On August 4, 2025, the Court entered its Order Granting Preliminary Approval of the Settlement. (*Id.*) True and correct copies of the Settlement Agreement and the Supplemental Addendum are attached as **Exhibit B** and the Court-approved Class Notice as **Exhibit A** to the Hernandez Declaration.

The Class Members include all individuals who were employed by Defendants in California and (a) classified as exempt whose salaries are/were below the minimum threshold for exempt employees under California law at any time during the Class Period, and/or (b) who hold/held the position of Associate Account Manager or Technical Recruiter at any time during the Class Period. (Yadidsion Decl., ¶ 7(d); Exh. B, ¶ 7(d).) The "Class Period" is August 8, 2019 through October 31, 2024 (as defined in the Settlement). (Exh. B, ¶¶ 7(f).) The Settlement also resolves all Released PAGA Claims on behalf of the PAGA Group for the PAGA Period beginning July 31, 2022 through the end of the Class Period. (Yadidsion Decl., ¶¶ 7(b), 7(e); Exh. B, ¶¶ 7(w), (z), (ee).)

Defendants have agreed to pay a Gross Settlement Amount ("GSA") of $1,250,000.00, with employer-side payroll taxes on the wage portion paid separately and in addition to the GSA. (Yadidsion Decl., ¶ 7(b); Exh. B, ¶¶ 7(l), 7(s), 26.) The Settlement Administrator is ILYM. Defendants will fund the settlement by deposit of the GSA into a Qualified Settlement Fund, and ILYM will issue Court-approved payments by first-class mail as set forth in the Settlement Agreement. (Yadidsion Decl., ¶ 7(c); Exh. B, ¶¶ 10, 20.)

Subject to Court approval, the Settlement provides for the following payments from the GSA:

Payment / Allocation	**Amount**
Gross Settlement Amount	$1,250,000.00
<u>Attorneys' Fees (33⅓%)</u>	<u>$416,666.67</u>
Litigation Costs (requested, within the $20,000 cap)	$18,410.94
Class Representative Incentive Award	$10,000.00
Settlement Administration Costs (not to exceed)	$6,250.00
PAGA Penalties (total)	$100,000.00
— LWDA Payment (75%)	$75,000.00
— Individual PAGA Payments (25%)	$25,000.00

Based on ILYM's estimate (using Class Counsel's requested $18,410.94 in litigation costs/expenses, within the $20,000.00 cap), the estimated Net Settlement Amount is $ 698,672.39. (Yadidsion Decl., ¶ 7(f); Hernandez Decl., ¶ 15.)

As set forth in the Settlement Administrator's declaration, ILYM received the class data file on

August 22, 2025, which identified 154 Settlement Class Members with 7,835 workweeks during the Class Period, and 72 PAGA Group Members with 1,515 pay periods during the PAGA Period. (Hernandez Decl., ¶ 5.) ILYM processed all addresses through National Change of Address ("NCOA") and mailed the Court-approved Class Notice to all 154 Class Members on September 4, 2025. (Hernandez Decl., ¶¶ 6–7.) Seventeen (17) Class Notices were returned as undeliverable; ILYM skip traced and re-mailed 10 Class Notices, and ultimately deemed 7 Class Notices undeliverable. (Hernandez Decl., ¶¶ 8–10; Yadidsion Decl., ¶ 7(k).)

Following the response deadline of November 3, 2025, ILYM received zero Requests for Exclusion, zero Notices of Objection, and zero Workweek disputes. Because no Requests for Exclusion were received, all 154 Class Members are Settlement Class Members under the Settlement. (Hernandez Decl., ¶¶ 11–14; Yadidsion Decl., ¶ 7(k)–(l).) Based on ILYM's calculations, Settlement Class Members will receive an estimated average gross payment of $4,536.83 (range: $89.17 to $24,433.47). (Hernandez Decl., ¶ 15; Yadidsion Decl., ¶ 7(l).) PAGA Group Members will receive an estimated average PAGA payment of $347.22 (range: $16.50 to $990.10). (Hernandez Decl., ¶ 16; Yadidsion Decl., ¶ 7(m).)

III. GENERAL STANDARDS APPLICABLE TO JUDICIAL REVIEW AND APPROVAL OF CLASS ACTION SETTLEMENTS

As a matter of public policy, settlement is a strongly favored method for resolving disputes. *See Utility Reform Project v. Bonneville Power Admin*., 869 F.2d 437, 443 (9th Cir. 1989). This is especially true in complex class actions such as the one before the Court. *See Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982).

In deciding whether to grant approval of a class action settlement, the court must determine whether the settlement is "fair, reasonable and adequate." *Dunk v. Ford Motor Co.,* 48 Cal. App. 4th 1794, 1801 (1996). In evaluating a class settlement, the Court should intrude only as necessary into the parties' private agreement and approve it if, after a reasoned review, the compromise is fair, adequate, and free from fraud, overreaching, or collusion. See *Officers for Justice,* 688 F.2d at 625; see also *Dunk*, 48 Cal. App. 4th at 1801 ("Due regard should be given to what is otherwise a private consensual agreement between the parties."). "[A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk*, 48 Cal. App. 4th at 1802.

Moreover, "the merits of the underlying class claims are not a basis for upsetting the settlement of a class action." See *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 246 (2001); *7-Eleven Owners for Fair Franchising v. Southland Corp.,* 85 Cal. App. 4th 1135, 1151 (Ct. App. 2000). Courts should not substitute their judgment for that of the parties who negotiated the settlement. *Wershba,* 91 Cal. App. 4th at 245-246.

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

The Court must evaluate whether a class settlement is "fair, reasonable and adequate," a standard articulated in *Dunk*, 48 Cal. App. 4th at 1801; see also *Officers for Justice*, 688 F.2d at 625. In making that determination, the trial court exercises broad discretion. *In re Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117 (2009). "The well-recognized factors that the trial court should consider in evaluating the reasonableness of a class action settlement agreement include 'the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed 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." *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128, (Ct. App. 2008); see also *Munoz v. BCI Coca-Cola Bottling Co. of L.A.,* 186 Cal. App. 4th 399, 408 (2010).

This list of factors, however, "is not exhaustive and should be tailored to each case." See *Kullar*, 168 Cal. App. 4th at 128 (quoting *Dunk*, 48 Cal. App. 4th at 1801). Each of these factors is addressed in seriatim below and collectively support final approval of the class action and PAGA settlement before this Court, consistent with this Court's Preliminary Approval Order.

A. The Settlement Satisfies All of the *Dunk* Factors

The Settlement satisfies all of the *Dunk* factors, thereby establishing a presumption of fairness and strongly weighing in favor of final approval.

1. The Settlement was Reached Through Arm's Length Negotiation

The Settlement is the product of extensive, hard-fought negotiations undertaken in good faith after meaningful factual investigation and an exchange of information sufficient to evaluate Plaintiff's asserted class and PAGA claims, Defendants' defenses, and potential exposure. (Yadidsion Decl. ¶ 11(a)–(b).) In preparation for mediation, Defendants produced class-wide data and records— including information necessary to calculate Workweeks and PAGA Pay Periods— in a readable spreadsheet format, which Class Counsel reviewed and analyzed in evaluating liability, defenses, and damages. (*Id*. ¶ 11(b).) The Parties then participated in a full-day mediation on June 25, 2024, before experienced and well-regarded wage-and-hour mediator Deborah Saxe, Esq. (at JAMS), and those settlement discussions were conducted at arm's length. The mediation resulted in an agreement to resolve the Action, and the Parties continued negotiating thereafter to memorialize the settlement terms in the Joint Stipulation executed on or about November 15, 2024, and the July 31, 2025 Supplemental Addendum. (*Id*. ¶ 11(c).) This documented negotiation history supports a finding that the Settlement is non-collusive and the result of arm's-length bargaining. (*Id*. ¶ 11(d).)

2. The Settlement Followed Substantial Investigation and Discovery by Class Counsel

Class Counsel's evaluation of the Settlement was grounded in a meaningful investigation and exchange of information sufficient to assess liability, defenses, and potential damages. Prior to mediation, Defendants produced class-wide data and records in a readable spreadsheet format, including information sufficient to calculate and verify the number of Workweeks during the Class Period and Pay Periods during the PAGA Period, which Class Counsel reviewed and analyzed in evaluating the claims and Defendants' asserted defenses. (Yadidsion Decl. ¶ 11(b).) In addition, Class Counsel retained Berger Consulting to assist with statistical and damages analysis in connection with evaluating Plaintiff's claims and the reasonableness of the Settlement. (*Id*. ¶ 20; Exh. D.) This investigation and expert-assisted analysis provided Class Counsel with an adequate factual basis to "act intelligently" in negotiating and recommending the Settlement, supporting the presumption of fairness. (See *Dunk*, 48 Cal. App. 4th at 1802.)

3. Class Counsel is Experienced in Similar Class Action Litigation

Throughout this case, Plaintiff and the Settlement Class have been represented by experienced counsel. Class Counsel Danny Yadidsion of Labor Law PC has been exclusively practicing employment law for approximately seventeen (17) years and has extensive experience litigating wage-and-hour matters, including class and representative actions. (Yadidsion Decl. ¶¶ 3–4.) Labor Law PC is actively litigating multiple class actions and has been appointed as class counsel in other wage-and-hour class settlements. (*Id.*)

Therefore, Class Counsel is experienced in similar wage and hour class action litigation. See *7-Eleven Owners,* 85 Cal. App. 4th at 1152. Experienced Class Counsel's belief that the Settlement is fair and reasonable and serves the best interests of the Class also weighs in favor of finding a presumption of fairness.

4. To Date, the Percentage of Objectors and Opt-Outs is Zero

The reaction of the Settlement Class strongly supports final approval. Pursuant to the Court's August 4, 2025 Preliminary Approval Order, ILYM performed a National Change of Address ("NCOA") search and mailed the Court-approved Class Notice to all 154 Settlement Class Members on September 4, 2025. (Hernandez Decl. ¶¶ 6–7; Yadidsion Decl. ¶ 7(k).) Seventeen (17) Class Notices were returned as undeliverable; ILYM conducted skip tracing, re-mailed ten (10) packets, and ultimately deemed seven (7) packets undeliverable after reasonable efforts. (Hernandez Decl. ¶¶ 8–10.)

ILYM carried out notice dissemination in accordance with the Court-approved procedures. The response deadline expired on November 3, 2025. Following the response deadline, ILYM received zero Requests for Exclusion, zero objections, and zero Workweek disputes. (Hernandez Decl. ¶¶ 11–13.) Accordingly, the Settlement has a 0% opt-out rate and no opposition from any Class Member, which strongly supports final approval. See *7-Eleven Owners for Fair Franchising v. Southland Corp.,* 85 Cal. App. 4th 1135, 1153 (2000).

5. The Risks and Costs of Continued Litigation Weigh in Favor of Final Approval

Significant in evaluating the Settlement are the risks of continued litigation through trial (and any appeal), as well as the substantial expense and delay associated with further proceedings. (Yadidsion Decl. ¶ 12(a)–(i).) Defendants have denied liability, disputed Plaintiff's allegations, and contend they complied with applicable California law, while also asserting defenses that, if accepted, could substantially reduce or eliminate recovery. (*Id.*) Defendants further contend that Class Members are subject to valid arbitration agreements and have denied that this action is appropriate for class treatment or representative treatment for any purpose other than for settlement purposes only. (*Id.*) Plaintiff and Class Counsel believe the claims have merit, but recognize that continued litigation would be complex, costly, and time-consuming, with no guarantee of success at trial and the potential for further delay pending post-trial motions and appeal—even if Plaintiff ultimately prevailed. (*Id.*) Under these circumstances, and in light of the risks inherent in further litigation, Plaintiff and Class Counsel reasonably concluded that settlement provides a prompt, certain, and meaningful recovery for the Settlement Class and PAGA Group. (*Id.*)

6. Settlement Class Members Received the Best Practicable Notice

The content and method of notice should be designed to apprise class members of the terms of the proposed settlement and of their rights to participate in, object to, or request exclusion from the settlement. See *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950); *In re Vitamin Cases*, 107 Cal. App. 4th 820 (2003). The notice program must be implemented in a manner that has "a reasonable chance of reaching a substantial percentage of the class members." *Cartt v. Superior Court,* 50 Cal. App. 3d 960, 974 (1975*).*

The Court-approved Class Notice in this case satisfied these requirements. The Class Notice explained the nature of the Action, the material terms of the Settlement, the amounts Class Counsel will seek for Attorneys' Fees and Costs, the proposed Class Representative Incentive Award, the Settlement Administration Costs, and the procedures and deadlines for submitting a Notice of Objection, Request for Exclusion, or Workweek Dispute, as well as how to obtain additional information. (Exh. A to the Hernandez Decl.) Consistent with the Court's August 4, 2025 Preliminary Approval Order, the Settlement Administrator performed a NCOA search and mailed the Court-approved Class Notice to all 154 Settlement Class Members on September 4, 2025. (Hernandez Decl. ¶¶ 6–7; Yadidsion Decl. ¶ 7(k).) This process was reasonably calculated to provide notice to the Settlement Class and ensured the Class Notice had a reasonable chance of reaching a substantial percentage of Class Members. See *Cartt v. Superior Court*, 50 Cal. App. 3d 960, 974 (1975).

7. The Amount Offered in the Settlement is Fair, Reasonable, and Adequate

The Settlement provides a substantial and immediate monetary recovery that is fair, reasonable, and adequate in light of the claims asserted, the Parties' litigation positions, and the risks and expense of continued litigation. The Settlement was reached through vigorous, adversarial, arm's-length negotiations, including a full-day mediation before experienced wage-and-hour mediator Deborah Saxe, Esq., after the Parties exchanged information sufficient for Plaintiff and Class Counsel to evaluate the asserted class and PAGA claims and potential exposure. (Yadidsion Decl. ¶ 11(b)–(d).) In evaluating the reasonableness of the Settlement's monetary terms, Class Counsel reviewed and analyzed Defendants' class-wide data (including information sufficient to evaluate Workweeks and PAGA Pay Periods) and also obtained data/damages analysis assistance from Berger Consulting in connection with assessing the claims and the Settlement. (*Id.* ¶ 11(b), 20.)

Under the Settlement, Defendants will pay a Gross Settlement Amount of $1,250,000.00, and will also pay employer-side payroll taxes on the wage portion separately and in addition to the Gross Settlement Amount. (Yadidsion Decl. ¶¶ 7(e), 14; Exh. B, ¶ 7 (l), (s); 26.) After the Court-approved deductions are made, the resulting Net Settlement Amount is estimated to be $698,672.39 (using Class Counsel's requested $18,410.94 in litigation costs/expenses, within the $20,000 cap), which will be distributed to participating Settlement Class Members as Individual Settlement Payments based on Workweeks. (Yadidsion Decl. ¶ 7(f), Exh. B, ¶ 7(q), 15 (a); Hernandez Decl. ¶ 15.) ILYM's calculations reflect 154 Settlement Class Members with 7,835 Workweeks, with an estimated average Individual Settlement Share of $4,536.83 (range: $89.17 to $24,433.47). (Hernandez Decl. ¶¶ 5, 15; Yadidsion Decl. ¶ 7(l).)

The Settlement also includes $100,000.00 in PAGA Penalties, with 75% paid to the Labor and Workforce Development Agency ("LWDA") and 25% distributed to PAGA Group Members as Individual PAGA Payments based on PAGA Pay Periods. (Yadidsion Decl. ¶ 7(m); Exh. B, ¶¶ 14–15.) Here, ILYM reports 72 PAGA Group Members, with 1,515 PAGA Pay Periods, with an estimated average Individual PAGA Payment of $347.22 (range: $16.50 to $990.10). (Hernandez Decl. ¶¶ 5, 16.)

Given Defendants' defenses and the material risks, expense, and delay associated with continued litigation through trial and any appeal, the Settlement's monetary relief represents a strong, certain outcome for the Settlement Class and PAGA Group. (Yadidsion Decl. ¶ 12(a)–(k).)

8. The PAGA Settlement and Allocation Are Fair and Reasonable

Labor Code section 2699(l)(2) requires court review and approval of any settlement of PAGA claims. Here, the Parties allocate $100,000 of the Gross Settlement Amount to resolve the PAGA claims, with 75% ($75,000) paid to the LWDA and 25% ($25,000) distributed to PAGA Group Members based on PAGA Pay Periods.

This allocation is fair and reasonable in light of PAGA's purposes and the risks and defenses that would affect recoverability of penalties if the case proceeded. In evaluating PAGA relief, courts may also consider the settlement as a whole; the LWDA has recognized that PAGA Penalties need not mirror the class recovery rate on non-PAGA claims and should be assessed in the context of the overall settlement's fairness.

Plaintiff also complied with Labor Code section 2699(l)(2) by submitting the settlement materials to the LWDA. Proofs of service showing submission with the preliminary approval motion and contemporaneous submission of this final approval motion and supporting papers are attached as Exhibits G and H to the Yadidsion Declaration.

Accordingly, the Court should approve the PAGA settlement and allocation.

V. <u>THE REQUESTED ATTORNEYS' FEES, COSTS, AND INCENTIVE AWARD SHOULD BE APPROVED</u>

A. The Attorneys' Fees Are Reasonable and Supported by the Percentage of the Common Fund Method

Class Counsel respectfully seeks Attorneys' Fees and Costs equal to thirty-three and one-third percent (33⅓%) of the GSA, *i.e.,* $416,666.67. (Exh. B, ¶ 11, Supplemental Addendum ¶ 2(b); Yadidsion Decl. ¶¶ 14, 7(f).) Courts applying the common-fund doctrine in California and federal practice routinely approve percentage-of-the-fund awards based on the total monetary benefits conferred on class members, recognizing that this equitable doctrine prevents unjust enrichment and proportionally spreads litigation costs among all beneficiaries, so the active litigant does not bear the entire burden alone. See *Wershba v. Apple Computer, Inc.,* 91 Cal. App. 4th 224, 254 (Ct. App. 2001); *Serrano v. Priest,* 20 Cal. 3d 25, 34 (1977); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Vincent v. Hughes Air W., Inc.,* 557 F.2d 759, 769 (9th Cir. 1977).

The California Supreme Court has likewise provided guidance regarding attorneys' fee awards in common-fund wage-and-hour class action settlements, confirming that courts should begin with the percentage-of-the-fund method when awarding fees from a monetary fund created for the class. *See*

Laffitte v. Robert Half Int'l, 1 Cal. 5th 480, 503 (2016). Under the percentage method, the court's objective remains to "mimic the market" in fixing a reasonable fee. *See Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998). Consistent with that market-based approach, courts applying the common fund doctrine in California routinely award fees equaling one-third of the common fund's total potential value. See, *e.g.*, *Laffitte v. Robert Half Int'l Inc*., 231 Cal. App. 4th 860, 878 (2014), (33⅓% consistent with awards in other class actions); *Chavez v. Netflix, Inc*., 162 Cal. App. 4th 43 (2008). The requested percentage also reflects the market rate for contingency fee representation in complex wage-and-hour class litigation. See *Lealao v. Beneficial California, Inc*., 82 Cal. App. 4th 19 (2000).

Class Counsel respectfully seeks an attorneys' fee award equal to thirty-three and one-third percent (33⅓%) of the GSA, i.e., $416,666.67. (Exh. B, ¶ 11, Supplemental Addendum ¶ 2(b); Yadidsion Decl. ¶ 14; 7(f).)

1. The Meaningful Results Achieved Support the Requested Fees

The outcome achieved here independently supports the requested percentage. Plaintiff and Class Counsel obtained a $1,250,000 settlement for the Class, with no portion of the GSA reverting to Defendants. (Yadidsion Decl. ¶ 7(b); Exh. B, ¶ 15.) Based on the administrator's calculations, 154 Settlement Class Members will receive estimated average Individual Settlement Shares of $4,536.83 (range: $89.17 to $24,433.47), and PAGA Group Members will receive estimated average Individual PAGA Payments of $347.22 (range: $16.50 to $990.10). (Hernandez Decl. ¶¶ 15–16; Yadidsion Decl. ¶¶ 7(l)–(m).) The Settlement provides for distribution based on Workweeks without requiring Settlement Class Members to submit claim forms. (Yadidsion Decl. ¶¶ 7(b)–(c), 7(f); Exh. B, ¶¶ 10, 15, 20.)

A settlement does not have to provide 100% of the damages sought to be considered fair and reasonable. *See Rebney v. Wells Fargo Bank*, 220 Cal. App. 3d 1117, 1139 (1990). Rather, compromise is expected: "Compromise is inherent and necessary in the settlement process . . . even if 'the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated,' this is no bar to a class settlement because 'the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.'" *Wershba,* supra, 91 Cal. App. 4th at 250.

The Settlement was achieved only because Class Counsel demonstrated that Plaintiff could potentially prevail on disputed liability issues, sustain class certification, overcome evidentiary challenges regarding monetary relief, and take the matter to trial if necessary. (Yadidsion Decl. ¶ 11). The Settlement avoids the significant risks and expense of continued litigation through trial and any appeal, including the risk of an adverse ruling on class certification, the merits, or remedies. (Yadidsion Decl. ¶ 12(a)–(i).) Class Counsel reasonably determined that resolving the Action at this stage secured substantial, certain relief for the Settlement Class and PAGA Group while avoiding further litigation costs that could reduce the amount available for distribution. (*Id.*) Accordingly, the results achieved strongly support approval of the requested attorneys' fees. (*Id.*)

2. The Skill, Experience, and Novelty of Issues Presented

Class Counsel applied substantial wage-and-hour class and representative action experience to secure a strong result for the Settlement Class and PAGA Group while avoiding the material risks inherent in continued litigation. (Yadidsion Decl. ¶¶ 12(a)–(i).) Class Counsel Danny Yadidsion graduated from law school in 2008 and has been exclusively practicing employment law since then, including litigating wage-and-hour class and representative actions throughout his career. (Yadidsion Decl. ¶¶ 3–5.) Class Counsel Ms. Harlow was admitted to the California State Bar in June 2008 and has devoted her practice for the past seventeen (17) years primarily to plaintiff-side civil and employment litigation, including litigating wage-and-hour class and representative actions, in California and North Carolina. (Yadidsion Decl. ¶ 5.)

During the Action's pendency, Class Counsel investigated and researched the claims in controversy, Defendants' defenses, and the developing body of law, performing extensive work to obtain a favorable result through litigation, mediation, and careful negotiation of the Settlement Agreement. (Yadidsion Decl. ¶¶ 10 (b), 11(b)–(e), 16.) Among other favorable terms, the Settlement provides for distribution of meaningful Individual Settlement Payments based on Workweeks without requiring Settlement Class Members to submit claim forms, and the GSA is non-reversionary—no portion of the settlement will revert to Defendants. (Yadidsion Decl. ¶ 7(b)–(c), 7(f); Exh. B, ¶¶ 10, 15, 20.) The Settlement reflects skilled advocacy and informed negotiation to obtain substantial, certain relief for the Class now, rather than exposing Settlement Class Members to the delay, expense, and uncertainty of further litigation. (*Id*.)

3. The Response of Class Members and Lack of Objections to the Settlement and the Fee Award

While not dispositive, the class reaction to the fee notice is a relevant consideration in determining reasonableness. *Swedish Hospital v. Shalala,* 1 F.3d 1261, 1272 (D.C. Cir. 1993). A favorable class response may indicate that the court's "approximation of the market" rate for fees is well grounded. Id. at 1269. Here, the Class Notice expressly advised the Class that Class Counsel would request a 33 1/3 award. The class list identified 154 Settlement Class Members, and following notice, the Settlement Administrator received zero Requests for Exclusion and zero Notices of Objection to the proposed Settlement (including the requested fee award). (Hernandez Decl. ¶¶ 5-7, 11–14; Yadidsion Decl. ¶ 7(k).) This uniformly favorable response weighs strongly in favor of approval of the Settlement and the requested attorneys' fees.

4. Class Counsel's Preclusion from Other Work

During the Action's pendency, Class Counsel investigated and researched the claims in controversy, Defendants' defenses, and the developing body of law. Overall, Class Counsel performed extensive work and obtained a favorable result through litigation, mediation, and careful negotiation of the Settlement Agreement. (Yadidsion Decl. ¶¶ 11(b)–(e), 16.) This time could have been spent on other matters, and Class Counsel's efforts and preclusion from other work further support the requested fee award. (Id. ¶ 17.).

5. The Contingent Nature of the Representation Supports the Requested Percentage Fee

Courts recognize that a central justification for an enhanced fee award is the risk inherent in contingent litigation. Here, Class Counsel prosecuted the Action on a purely contingent basis, advanced litigation costs, and devoted substantial attorney time to investigation, analysis of class-wide data, mediation, and settlement approval proceedings, all with no guarantee of recovery. (Yadidsion Decl. ¶¶ 11(b)–(e), 16-17.) The matter presented substantially greater risk than a typical contingency case, including the significant costs associated with prosecuting a class action and extended litigation against corporate Defendants represented by a premier and highly experienced defense firm. Had the Action not resolved, continued litigation would have required additional motion practice, expert analysis, and substantial further expense, with material risk of no recovery for the Class and no compensation for counsel. (*Id.* ¶ 12(a)–(k).)

Where counsel undertakes representation on a contingency basis—whether in individual matters or class action litigation—counsel is entitled to a premium above a straight hourly rate to compensate for both litigation risk and delayed payment. *See e.g. Stanger v. China Elec. Motor, Inc.*, 812 F.3d 734, 741 (9th Cir. 2016) (courts "must" apply a risk enhancement); *Stetson v. Grissom,* 821 F.3d 1157, 1166 (9th Cir. 2016) (abuse of discretion not to apply risk multiplier). *See also Barbosa v. Cargill Meat Solutions Corp.,* 297 F.R.D. 431, 449 (E.D. Cal. 2013) ("Like this case, where recovery is uncertain, an award of one-third of the common fund as attorneys' fees has been found to be appropriate."). The requested fee—thirty-three and one-third percent (33⅓%) of the non-reversionary Gross Settlement Amount—is consistent with the Settlement Agreement and the recognition of the risk associated with contingency fee cases.

6. The Lodestar Cross-Check Supports the Requested Percentage Fee

The requested fee is also supported by a lodestar cross-check. The requested attorneys' fee—one-third of the fund, or $416,666.67—is reasonable when compared to Class Counsel's lodestar. Class Counsel's contemporaneous billing records reflect a combined lodestar to date of $359,292 (379 hours), with additional fees expected to be incurred through final approval and administration of the settlement. (Yadidsion Decl. ¶16.) The requested award is therefore currently equivalent to Class Counsel's total lodestar multiplied by approximately 1.16 ($416,666.67 ÷ $359,292.00), and additional lodestar will be incurred to complete settlement administration, distribution, and reporting. (*Id.*) This compares favorably to multipliers approved in other cases, including *Laffitte and Vizcaino v. Microsoft Corp*., 290 F.3d 1043, 1051 (9th Cir. 2002).

For these reasons, attorneys' fees in the amount of one-third of the common fund are fair and reasonable and should be approved.

B. Class Counsel's Requested Cost Award Is Reasonable and Should Receive Final Approval

The Settlement authorizes Class Counsel to seek reimbursement of actual litigation costs and expenses in an amount not to exceed $20,000.00, payable from the GSA, subject to Court approval. Here, Class Counsel seeks reimbursement of $18,410.94 in litigation costs and expenses—within the $20,000 cap. This amount is also reflected in the Settlement Administrator's Net Settlement Fund estimate and corresponding estimated average payments to participating Settlement Class Members. The details of these expenses and supporting documentation are set forth in the Yadidsion Declaration and attached as Exhibits C–F.

All requested costs were reasonably incurred and necessary to prosecute and resolve the Action, and reimbursement is appropriate. See *Alba Conte, Attorney Fee Awards* § 2:08, at 50–51 ("The prevailing view is that expenses are awarded in addition to the fee percentage."). Further, to the extent the Court approves costs in an amount less than $18,410.94, the difference will be included in the Net Settlement Amount and increase the funds available for distribution to participating Settlement Class Members. Accordingly, the requested cost award should be granted.

C. The Class Representative Enhancement Award to Plaintiff Is Reasonable and Fair

Class action settlements routinely provide incentive or enhancement payments to class representatives in recognition of their efforts and the risks undertaken on behalf of the class. See *4 Alba Conte & Herbert B. Newberg, Newberg on Class Actions* § 12:46 (4th ed. 2002); *Van Vranken v. Atl. Richfield Co.,* 901 F. Supp. 294, 299–300 (N.D. Cal. 1995); *Bogosian v. Gulf Oil Corp.,* 621 F. Supp. 27, 33 (E.D. Pa. 1985); *Bryan v. Pittsburgh Plate Glass Co.,* 59 F.R.D. 616, 617 (W.D. Pa. 1973), aff'd, 494 F.2d 799 (3d Cir. 1974), cert. denied sub nom. *Abate v. Pittsburgh Plate Glass Co.,* 419 U.S. 900 (1974). The Ninth Circuit has confirmed that courts should consider "the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, … the amount of time and effort the plaintiff expended in pursuing the litigation … and reasonabl[e] fear[s of] workplace retaliation." *Staton v. Boeing Co*., 327 F.3d 938, 977 (9th Cir. 2003) (citation omitted).

Plaintiff served as Class Representative throughout this Action and, consistent with the Settlement Agreement (as amended), seeks Court approval of the $10,000 Incentive Award. (Exh. B, ¶ 12; Supplemental Addendum ¶ 2(d); Yadidsion Decl. ¶ 7(f); Morris Decl. ¶ 11.) Plaintiff devoted substantial time and effort to assisting Class Counsel in investigating, prosecuting, and resolving this Action, including participating in case-development interviews; collecting, reviewing, and producing relevant documents; helping identify potential witnesses and providing factual context regarding Defendants' policies and practices; preparing for and attending mediation; and maintaining regular communications with counsel regarding case strategy, settlement terms, and implementation. (Morris Decl. ¶¶ 11–20; Yadidsion Decl. ¶¶ 25–27.)

Plaintiff also assumed real risks by stepping forward as the named representative in a case against her former employer, including concern about potential repercussions and the possibility that her participation could impact future employment opportunities. (Morris Decl. ¶¶ 19–20.) Despite these risks, Plaintiff remained actively involved from the inception of the case through settlement and final approval. (Morris Decl. ¶¶ 11–20; Yadidsion Decl. ¶¶ 25–27.)

The requested $10,000 Incentive Award is also reasonable in light of the substantial monetary benefit obtained for the Settlement Class and PAGA Group Members. Settlement Class Members will receive an estimated average gross payment of $4,536.83 (range: $89.17 to $24,433.47), and PAGA Group Members will receive an estimated average PAGA payment of $347.22 (range: $16.50 to $990.10). (Hernandez Decl. ¶¶ 15–16.) The Incentive Award is approximately 2.2 times the estimated average Settlement Class Member recovery and is well below the highest estimated Individual Settlement Payment. (*Id.*) Further, to the extent the Court awards an Incentive Award in an amount less than $10,000, the difference will be included in the Net Settlement Amount and increase the funds available for distribution to participating Settlement Class Members. Moreover, the Settlement drew no Notices of Objection and no Requests for Exclusion. (Hernandez Decl. ¶¶ 11–14.) Under these circumstances, the requested Incentive Award is fair, reasonable, and should be approved.

VI. CONCLUSION

For the reasons set forth herein, Plaintiff respectfully submits that the proposed settlement satisfies the standard of fairness established in California law and should therefore be finally approved as fair, reasonable and adequate and requests entry of the Final Approval Order and Judgment.

Respectfully Submitted,

DATED: February 20, 2026

LABOR LAW PC

By: ______________________

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