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(counsel continued next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JEREMY BURKETT, SHANNON ELLIOTT, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

WEHO HOSPITALITY SUNSET, LLC, a California corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 23STCV01072
[related to case nos. 23STCV21589; 23STCV27018]

Honorable William F. Highberger
Department SSC10

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, CLASS COUNSEL FEES PAYMENT, CLASS COUNSEL LITIGATION EXPENSES PAYMENT, CLASS REPRESENTATIVE SERVICE PAYMENTS, AND ADMINISTRATION EXPENSES PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

Date:	November 20, 2025
Time:	10:00 a.m.
Dept:	SSC10

Complaint Filed:	January 17, 2023
FAC Filed:	May 15, 2023
Trial Date:	Not Set

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on **November 20, 2025 at 10:00 a.m.** in Department SSC10 of the above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and California Labor Code section 2699(l), Plaintiffs Jeremy Burkett ("Plaintiff Burkett"), Shannon Elliott ("Plaintiff Elliott"), and Jose Padilla ("Plaintiff Padilla") (together, "Plaintiffs") will and hereby do move the Court for an Order granting final approval of the proposed class action and Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA") settlement between Plaintiffs and Defendants WEHO Hospitality Sunset, LLC and TGH Employes, LLC ("Defendants").

Plaintiffs request that the Court enter an Order:

1. Granting final approval of the class action and PAGA settlement;

2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set forth in the Court-approved Class Action and PAGA Settlement ("Original Agreement") and the First Amendment to Class Action and PAGA Settlement Agreement ("Amendment") (together, the Original Agreement and the Amendment shall be referred to as "Settlement Agreement" or "Settlement"), including payment by Defendants of the Gross Settlement Amount of Five Hundred Ninety-Nine Thousand Dollars and Zero Cents ($599,000.00) equal to the amounts to pay (1) the Class Members and Aggrieved Employees pursuant to the terms of the Settlement; (2) the Court-approved Class Counsel Fees Payment and Litigation Expenses Payment; (3) the Court-approved Class Representative Service Payments; (4) the Court-approved Administrator Expenses Payment; and (5) the Court-approved payment to the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA;

3. Approving Class Counsel's request for thirty-three (33%) percent of the Gross Settlement Amount, i.e., One Hundred Ninety-Seven Thousand Six Hundred Seventy Dollars and Zero Cents ($197,670.00) in Class Counsel Fees Payment, plus Class counsel Litigation Expenses Payment in the amount of Twenty-Nine Thousand Six Hundred Ninety-Two Dollars and Eight Cents ($29,692.08);

4. Approving the Class Representative Service Payments to Plaintiffs in the amount of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) *each,* for a total of Twenty-Two Thousand Five Hundred Dollars and Zero Cents ($22,500.00) in recognition of their services to the Class Members;

5. Approving the Administrator Expenses Payment to Apex Class Action LLC in the amount of Seven Thousand Two Hundred Fifty Dollars and Zero Cents ($7,250.00); and

8. Approving Thirty-Seven Thousand Five Hundred Dollars and Zero Cents ($37,500.00) to be paid to the LWDA as seventy-five percent (75%) of the Fifty Thousand Dollars and Zero Cents ($50,000.00) allocated to civil penalties under PAGA.

This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court, which require approval by the Court of a class action settlement and permit the Court to extend the page limit for memoranda.

This Motion is based on the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel (Annabel Blanchard of Blackstone Law, APC and Adam Rose of Frontier Law Center), the Class Representatives (Jose Padilla, Shannon Elliott, and Jeremy Burkett), and the Settlement Administrator (Madely Nava on behalf of Apex Class Action LLC), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: October 24, 2025

BLACKSTONE LAW, APC

By: A. Blanchard

Annabel Blanchard
Attorneys for Plaintiff Jose Padilla and the Class

Date: October 24, 2025

FRONTIER LAW CENTER

By: /s/ Adam Rose

Adam Rose
Attorneys for Plaintiffs Shannon Elliott and Jeremy Burkett

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Jose Padilla, Shannon Elliottt, and Jeremy Burkett ("Plaintiffs" or "Class Representative") seek final approval of the class action settlement reached with Defendants TGH Employees, LLC and WEHO Hospitality Sunset, LLC ("Defendants"). Subject to Court approval, Plaintiffs and Defendants (together, the "Parties") have settled the Released Class Claims and Released PAGA Claims as defined in the Class Action and PAGA Settlement Agreement ("Original Agreement") and First Amendment to Class Action and PAGA Settlement Agreement ("Amendment") (together the Original Agreement and the Amendment are the "Settlement Agreement" or "Settlement") for a total amount of Five Hundred Ninety-Nine Thousand Dollars and Zero Cents ($599,000.00) ("Gross Settlement Amount"). (*See* Declaration of Annabel Blanchard in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment ["Blanchard Decl."], ¶¶ 7, 10, and Exh. 1).

The Court conditionally certified, for settlement purposes only, the Class defined as: "all nonexempt employees, including but not limited to individuals employed as sous chefs and allegedly misclassified as exempt, employed by Defendants in California during the Class Period" ("Class" or "Class Members"). (Settlement Agreement, ¶ 1.5; Blanchard Decl., ¶ 11). The "Class Period" is defined as the period from January 17, 2019 through June 10, 2024. (Settlement Agreement, ¶ 1.12; Blanchard Decl., ¶ 11). The "Class Members" consist of all the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee). (Settlement Agreement, ¶ 1.9; Blanchard Decl., ¶ 11). An "Aggrieved Employee" is defined as "a nonexempt employee, including but not limited to individuals employed as sous chefs and allegedly misclassified as exempt, employed by Defendants who worked for Defendants during the PAGA Period." (Settlement Agreement, ¶ 1.4; Blanchard Decl., ¶ 11). The "PAGA Period" is defined as the period from December 28, 2021 through June 10, 2024. (Settlement Agreement, ¶ 1.32; Blanchard Decl., ¶ 11).

As discussed herein, the proposed Settlement satisfies all the criteria for final settlement approval under California law because it is fair, adequate, and reasonable. (Blanchard Decl., Exh. 1; *See also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 180 l). The response of the Class to the Settlement confirms that final settlement approval is appropriate. *There have been no objections to and no requests to opt-out from* the Class Settlement. (Declaration of Madely Nava of Apex Clas Action LLC, Regarding Notice and Settlement Administration ["Nava Decl."], ¶¶ 11 & 12).

Because the Settlement achieves outstanding results for the Class Members, the Aggrieved Employees, and the State of California, Plaintiffs respectfully request, on behalf of the Class and without opposition from Defendants, that the Court approve the Settlement as fair, adequate, and reasonable, and enter judgment in accordance with the Settlement's terms.

Plaintiffs seek the Court's approval of Class Counsel Fees Payment of thirty-three percent (33%) of the Gross Settlement Amount, equaling One Hundred Ninety-Seven Thousand Six Hundred Seventy Dollars and Zero Cents ($197,670.00), plus Class Counsel Litigation Expenses Payment in the amount of Twenty-Nine Thousand Six Hundred Ninety-Two Dollars and Eight Cents ($29,692.08) (together, "Class Counsel's Fees Payment and Class Counsel Litigation Expenses Payment"). Class Counsel's request for an award of attorneys' fees and costs is reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter, the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

Plaintiffs also request the Court's approval of the amount to be paid to Plaintiffs in the amount of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) *each*, for a total of Twenty-Two Thousand Five Hundred Dollars and Zero Cents ($22,500.00) ("Class Representative Service Payments") for their services on behalf of the Class. This amount proposed to be awarded to Plaintiffs is fair and reasonable for the reasons Plaintiffs provided in each of their declarations. (*See* Declaration of Plaintiff Jose Padilla in Support of Motion for Approval of Class Action and PAGA Settlement ["Padilla Decl."] filed on May 6, 2025; Declaration of Shannon Elliott ["Elliott Decl."]; and Declaration of Jeremy Burkett ["Burkett Decl."]). Courts approve incentive awards to plaintiffs when justified and appropriate to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Riclifield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

Finally, Plaintiffs request that the Court approve the payment of Seven Thousand Two Hundred Fifty Dollars and Zero Cents ($7,250.00) ("Settlement Administration Costs") to Apex Class Action LLC ("Apex" or "Administrator") as compensation for its administration services it has and will provide in connection with the Settlement. (*See, generally*, Nava Decl.).

In order to efficiently present the Court with adequate information to determine whether to grant final approval of the Settlement and award the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment, Plaintiffs also move for an order permitting the filing of this single consolidated memorandum, although it exceeds the page limit established by California Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendants operate as LAVO Ristorante, a high-end Italian restaurant, and The Fleur Room, a cocktail lounge, both of which are located in Los Angeles on Sunset Boulevard. Plaintiff Padilla was employed by Defendants as an hourly-paid, non-exempt Sous Chief from approximately February 2022 to approximately August 2022. (Padilla Decl., ¶ 2). Plaintiff Shannon Elliott was employed by Defendants as server and cocktail server from approximately January 2022 through September 2022. (Elliott Decl.). Plaintiff Jeremy Burkett was employed by Defendants as a server from approximately January 2022 through August 2022. (Burkett Decl.).

On December 28, 2022, Plaintiff Burkett and Plaintiff Elliott provided written notice to the LWDA by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendants.

On January 17, 2023, Plaintiffs Burkett and Elliott filed a class action complaint in the action entitled *Burkett, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Case No. 23STCV01072 ("Burkett Complaint"), thereby commencing a class action against Defendants. On May 15, 2023, Plaintiffs Burkett and Elliott filed a first amended class action and PAGA complaint.

On July 14, 2023 (amended on August 28, 2023), Plaintiff Padilla provided written notice to the California Labor and Workforce Development Agency ("LWDA") by online submission and to Tao Group LLC and Weho Hospitality, LLC by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendants ("PAGA Notice"). (Blanchard Decl., ¶ 2).

On September 7, 2023, Plaintiff Padilla filed a Class Action Complaint for Damages in the action entitled *Padilla v. Tao Group, LLC*., Los Angeles County Superior Court Case No. 23STCV21589 ("Padilla Class Complaint"), thereby commencing a putative class action against Tao Group LLC and WEHO Hospitality LLC ("Padilla Class Action"). (*Id*, ¶ 3).

On November 3, 2023, Plaintiff Padilla filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 et seq. ("Padilla PAGA Complaint") in the action entitled *Jose Padilla v. Tao Group LLC, et al*., Los Angeles County Case No. 23STCV27018 against Tao Group LLC and WEHO Hospitality LLC (the "Padilla PAGA Action") (together, the Padilla Class Action and Padilla PAGA Action shall be referred to herein as the "Padilla Actions."). (Blanchard Decl., ¶ 4).

On January 11, 2024, the Court ordered the Padilla Actions related to the above- captioned action entitled *Burkett, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Case No. 23STCV01072 (the "Burkett Action"), and designated the Burkett Action as the lead case. (Together, the Burkett Action and the Padilla Actions shall be referred to as the "Actions"). (*Id.*, ¶ 5).

On January 11, 2024, the Parties participated in a formal mediation conducted by Glenn Lerman ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and hour matters. (*Id.*, ¶ 6). The matter did not resolve at mediation. However, with the assistance of the Mediator's evaluations, and with ongoing negotiations, the Parties were able to reach an agreement to resolve the Actions on a class and representative basis. (*Id.*, ¶ 6). The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (Ibid).

On April 23, 2025, the Parties executed the Class Action and PAGA Settlement ("Original Agreement"). (*Id.*, ¶ 7).

On May 6, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval") and supporting documents. (Blanchard Decl., ¶ 8). On May 30, 2025, the Court issued a Minute Order requiring the Original Agreement to be modified. (Ibid). On June 13, 2025, Plaintiffs filed the First Amendment to Class Action and PAGA Settlement Agreement ("Amendment") (together, the Original Agreement and the Amendment shall be referred to as "Settlement Agreement" or "Settlement"). (*Id*, ¶ 9). On June 18, 2025, the Court entered the Order Granting Preliminary Approval of the Settlement Agreement ("Preliminary Approval Order"), thereby preliminary approving the terms of the Settlement Agreement, the Notice of Class Action Settlement ("Class Notice"), and the proposed administration procedures and associated deadlines. (Blanchard Decl., ¶ 10, and Exh. 1).

The Parties agree that the Class described herein may be certified for settlement purposes only. If for any reason the Settlement is not approved, the certification will have no force or effect and will immediately be revoked. The Parties further agree that certification for purposes of approving the Settlement Agreement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that evidence of this limited stipulation for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Five Hundred Ninety-Nine Thousand Dollars and Zero Cents ($599,000.00), which is exclusive of employer-side payroll taxes. (Settlement Agreement, ¶ 1.22; Blanchard Decl., ¶ 13). The Gross Settlement Amount includes: (1) Class Counsel's Fees Payment in the amount of thirty-three percent (33%) of the Gross Settlement Amount, equaling One Hundred Ninety-Seven Thousand Six Hundred Seventy Dollars and Zero Cents ($197,670.00); (2) Class Counsel Litigation Expenses Payment, in the amount of Twenty-Nine Thousand Six Hundred Ninety-Two Dollars and Eight Cents ($29,692.08); (3) Administrator Expenses Payment in the amount Seven Thousand Two Hundred Fifty Dollars and Zero Cents ($7,250.00); (4) Class Representative Service Payments in the amount of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) *each*, for a total of Twenty Two Thousand Five Hundred

Dollars and Zero Cents ($22,500.00); and (5) PAGA Penalties in the amount of Fifty Thousand Dollars ($50,000.00). (Settlement Agreement, ¶¶ 1.3, 1.7, 1.14, 1.22, 1.35, 3, 3.11, 3.1.2, 3.2.1, 3.2.5; Blanchard Decl., ¶ 11). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Class Members will share in a Net Settlement Amount of approximately Two Hundred Ninety-One Thousand Eight Hundred Eighty-Seven Dollars and Ninety-Two Cents ($291,887.92). (Settlement Agreement, ¶ 1.28; Blanchard Decl., ¶ 13).

The Settlement does not require Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period ("Individual Class Payment") nor does it require Aggrieved Employee's to submit claims as a prerequisite to receiving their *pro rata* share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period ("Individual PAGA Payment"). (Settlement Agreement, ¶¶ 1.23 & 1.24; Blanchard Decl., ¶ 14). Individual Class Payments are calculated by the Administrator by dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members during the Class Period and multiplying the result by each Settlement Class Member's Workweeks worked during the Class Period. (Settlement Agreement, ¶¶ 1.23, 1.24, 4.1, and 4.2; Blanchard Decl., ¶ 14). Individual PAGA Payments are calculated by the Administrator by dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($12,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's PAGA Pay Periods worked during the PAGA Period. (Settlement Agreement, ¶ 3.2.5.1; Blanchard Decl., ¶ 14)

Each Individual Class Payment will be allocated as ten percent (10%) wages, ninety percent (90%) interest and penalties. (Settlement Agreement, ¶ 3.4; Blanchard Decl., ¶ 16). The portion allocated to wages ("Wage Portion") will be reported on an IRS Form W-2 and the portions allocated to interest and penalties (together, "Non-Wage Portion") will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 3.4; Blanchard Decl., ¶ 16). The Administrator will withhold the employee's share of taxes and withholdings with respect to the Wage Portion of the Individual Class Payment, and issue checks to Class Members for their net payment of their Individual Class Payment. (Settlement Agreement, ¶ 3.4; Blanchard Decl., ¶ 16) Defendants will separately pay any and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments. (Settlement Agreement, ¶¶ 3.4 & 5; Blanchard Decl., ¶ 16). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement Agreement, ¶¶ 3.4 & 5; Blanchard Decl., ¶ 16).

Each Individual Class Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Settlement Agreement, ¶ 4.4.1; Blanchard Decl., ¶ 17). Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or Aggrieved Employee at issue. (Settlement Agreement, ¶ 4.4.3; Blanchard Decl., ¶ 17).

Upon the Effective Date and full funding of the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action or Operative Complaint, and (ii) damages, minimum and overtime wages, wages at the regular rate, wages due at or after the date of separation, accrued and unpaid benefits, meal and rest premiums, penalties, attorneys' fees, costs, and any other form of relief whether under federal law or the law of any state, which Participating Class Member may have against Defendants or the Released Parties for any acts occurring during the Class Period that were pled or could have been pled in the Action based on the facts alleged in the Action. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, workers' compensation or claims based on facts occurring outside the Class Period (collectively, "Released Class Claims"). (Settlement Agreement, ¶¶ 1.40 & 5.2).

Upon the Effective Date and full funding of the Gross Settlement Amount, all Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Action or Operative Complaint (collectively, "Released PAGA Claims"). (Settlement Agreement, ¶¶ 1.41 & 5.3).

Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action or Operative Complaint, (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action or Operative Complaint, and (c) any alleged violation of the following, as amended: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Older Workers Benefit Protection Act; Sections 1981 through 1988 of Title 42 of the United States Code; Employee Retirement Income Security Act of 1974 ("ERISA"); Internal Revenue Code of 1986; Immigration Reform and Control Act; Americans with Disabilities Act of 1990; Worker Adjustment and Retraining Notification Act; Fair Credit Reporting Act; Family and Medical Leave Act; Equal Pay Act; Genetic Information Nondiscrimination Act of 2008; Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"); Families First Coronavirus Response Act; Pregnant Worker's Fairness Act ("PWFA"); California Family Rights Act – Cal. Gov't Code § 12945.2; California Fair Employment and Housing Act – Cal. Gov't Code § 12900 et seq.; California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.; Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.; California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.; California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.; California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394; California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder; California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq.; California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.; those provisions of the California Labor Code that lawfully may be released;

any other federal, state or local law, rule, regulation, or ordinance; any public policy, contract, tort, or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters. (Settlement Agreement, ¶ 5.1).

The Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, Social Security benefits, workers' compensation benefits that arose at anytime, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true. Nonetheless, Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
> (Ibid).

The "Released Parties" means Defendants TGH Employees LLC, WEHO Hospitality, LLC and WEHO Hospitality Sunset, LLC and their present and former officers, directors, members, managers, employees who are not Class Members, shareholders, agents, parents, subsidiaries, affiliates, insurers, operators, partners, joint ventures, franchisees, franchisors, consultants, attorneys, successors or assignees. (*Id*., ¶ 1.42).

IV. THE SETTLEMENT ADMINISTRATION PROCESS

Apex has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Preliminary Approval Order.

On June 19, 2025, Apex received the Court-approved text for the Class Notice from Class Counsel. (Nava Decl., ¶ 4).

On July 9, 2025, Apex received the class data file from Defendants' counsel, which contained the full name, Social Security number, last known mailing address, number of Workweeks during the Class Period, and number of PAGA Pay Periods during the PAGA Period (collectively, "Class Data"). (*Id*., ¶ 5). The Class Data was uploaded to Apex's database and checked for duplicates and other possible discrepancies. (Ibid). The Class Data contained 392 individuals identified as Class Members who worked 17,285 Workweeks during the Class Period and 392 individuals identified as Aggrieved Employees who worked 11,414 PAGA Pay Periods during the PAGA Period. (Nava Decl., ¶¶ 14, 15, & 17).

As part of the preparation for mailing, all 392 names and addresses contained in the Class Data were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Class Notice. (*Id*., ¶ 6). The NCOA contains requested change of addresses filed with the USPS. (Ibid). To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice. (Ibid). To the extent that no updated address was found in the NCOA database, the original address provided by Defendants' counsel was used for the mailing of the Class Notice. (Ibid).

On August 6, 2025, the Class Notice was mailed, via U.S. First Class Mail, to all 392 individuals contained in the Class Data. (*Id*., ¶ 7). 55 Class Notices were returned to Apex as undeliverable. (*Id*., ¶ 8). Apex performed a computerized skip trace on the 55 returned Class Notices that did not have a forwarding address in an effort to obtain an updated address for the purpose of re-mailing the Class Notice. (Ibid). As a result of this skip trace, 36 updated addresses were obtained and the Class Notice was promptly re-mailed to those Class Members, via U.S First Class Mail. (*Id*., ¶ 9). As of the date of this declaration, a total of 19 Class Notices have been deemed undeliverable, as no updated address was found notwithstanding the skip tracing. (*Id*., ¶ 10).

Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the Class Notices to submit a Request for Exclusion, Objection, and/or Workweeks Dispute ("Response Deadline"). (Settlement Agreement, ¶ 1.44). The Response Deadline was September 22, 2025. (Nava Decl., ¶¶ 11-13). The Settlement Administrator did not receive any Requests for Exclusion, Objections, or Workweeks Disputes. (Ibid).

The estimated average gross Individual Settlement Share is $692.81, the estimated highest gross Individual Settlement Share is $4,415.04, and the estimated lowest gross Individual Settlement Share is $15.71; the estimated average Individual PAGA Payment is $31.89, the estimated highest

Individual PAGA Payment is $91.99, and the estimated lowest Individual PAGA Payment is $1.10. (*Id*., ¶¶ 16 & 18).[1]

V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

On June 11, 2023, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(l)(2). (Blanchard Decl., ¶ 18). The LWDA has not objected or otherwise responded to the submissions. (Ibid).

VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL

A. The Legal Standard for Final Approval

Before granting final approval of a class action settlement, the Court must review the settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, and the reaction of the class members to the proposed settlement. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801 ["The list of factors is not exhaustive and should be tailored to each case"]; *Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, 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. (*Wershba*, 91 Cal.App.4th at 245; *Dunk*, 48 Cal.App.4th at 1802). "The settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual

[1] The actual average, highest, and lowest Individual Settlement Shares will be larger than the amounts stated in the Nava Decl. because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than $50,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., $20,307.92 will be part of the Net Settlement Amount).

settlements." (*Officers for Justice*, *supra*, 688 F.2d at 625).

B. The Settlement Should be Finally Approved

California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am. Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations were at all times made at arm's-length and were adversarial. (Blachard Decl., ¶ 19). The Parties engaged in extensive informal discovery prior to reaching a settlement at the mediation. (*Id*., ¶ 20).

C. The Settlement is Fair and Reasonable

Courts typically assess the status of discovery in determining whether a class action settlement agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation, Defendants produced a random sampling of putative class members' time and pay records. (Blanchard Decl., ¶ 20). Defendants also produced relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members (Blanchard Decl., ¶ 20). This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (Ibid). Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. (Blanchard Decl., ¶ 22). At all times, Plaintiffs were willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. (Ibid). Additionally, settlement negotiations were conducted by highly capable and experienced counsel. (Ibid). Class Counsel are respected members of the California State Bar with strong records of vigorous and effective advocacy and are experienced in handling complex wage and hour class action litigation. (Blanchard Decl., ¶ 22).

Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

A settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable. (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court must consider "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 (2008)).

Here, the reasonableness of the Settlement is underscored by the fact that Defendants has legal and factual grounds for defending the Action. Based upon Class Counsel's experience litigating similar complex matters, Plaintiffs reasonably expected a vigorous and lengthy defense to both class certification and the merits of the Actions, absent a settlement.

Class Counsel is aware of Defendants' defenses and arguments and has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication. (Blanchard Decl., ¶ 24). Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted in the Actions, Defendants' defenses, and the difficulties in establishing entitlement to monetary recovery. (Ibid). Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and employment matters. (Ibid).

Defendants denied and continued to deny any liability and wrongdoing of any kind associated with the claims alleged in the Actions, and further deny that class certification is appropriate for any purpose other than the Settlement. (*Id.*, ¶ 25). Defendants believe that they would ultimately prevail in the Actions. (Ibid). Defendants proffered defenses to both certification and to the merits of Plaintiffs' claims. (Ibid). Defendants contended that Plaintiffs' claims are not suitable for class certification because individual issues would predominate should this case go to trial. (Ibid). As with all class actions, these complex cases raise difficult management and proof issues and, accordingly, there is a significant risk that the Court may deny class certification. (Blanchard Decl., ¶ 25).

Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. (*Id.*, ¶ 26). In order to prove liability and damages, Class Counsel would need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them, and obtain declarations at great expense. (Ibid). Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. (Ibid). On the other hand, Defendants would likely be able to obtain the cooperation of their employees. (Ibid). Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

In light of the Parties' respective legal positions and the risks of continued litigation, the Gross Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable. (*Id.*, ¶ 27).

VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE AND SHOULD BE APPROVED

Class Counsel seeks thirty-three percent (33%) of the Gross Settlement Amount (i.e., $197,670.00) for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling Twenty-Nine Thousand Six Hundred Ninety-Two Dollars and Eight Cents ($29,692.08) incurred in the prosecution of the Actions. (Blanchard Decl., ¶ 28). The requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. (Ibid).

A. Plaintiffs' Fee Request of Thirty-Three Percent (33%) of the Gross Settlement Amount is Proper Under the Common Fund Doctrine

Courts have long recognized the "common fund" or "common benefit" doctrine, under which attorneys who create a common fund or benefit for a group of persons may be awarded their fees and costs to be paid out of the fund. (*See Serrano v. Priest ("Serrano III")* (1977) 20 Cal.3d 25, 34, quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees' Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995) 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

The California Supreme Court has held that, "when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys' fees out of the fund." (*Serrano III, supra,* 20 Cal.3d at 34, quoting *D'Amico,* 11 Cal.3d 1; *see also Boeing, supra,* 444 U.S. at 478 ("[A] lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole."); *Mills, supra,* 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3 explains the common fund doctrine as follows:

> Where the lawsuit results in the recovery of a fund or property benefiting others as well as plaintiff (e.g., a class action), the court has inherent equitable power to order plaintiffs attorney fees paid out of the common fund or property [citations]. Such fee spreading assures that all of those benefited by the litigation pay their fair share of obtaining the recovery.

The percentage-of-the-fund approach appears to be the preferred method of awarding fees in traditional common fund cases, such as this case. Where the settlement amount is a "certain or easily calculable sum of money," use of the percentage-of-the-fund method is appropriate. (*Serrano III,* 20 Cal. 3d at 35).

In *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein class counsel obtained a $19 million non-reversionary settlement on behalf of the class, the California Supreme Court approved the use of the percentage of fund or common fund method to award one-third of the settlement amount or $6,333,333.33 to class counsel for attorneys' fees. The Court stated:

> Whatever doubts may have been created by Serrano III, supra, 20 Cal.3d 25, [], or the Court of Appeal cases that followed, we clarify today that use of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion. We join the overwhelming majority of federal and state courts in holding that when class action litigation established a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of

> that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created. 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.

(*Laffitte*, 1 Cal.5th at 503).

In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated: "[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs." Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme Court recognized that the common benefit doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share."

Numerous appellate courts have similarly found. (*See e.g., Knoff v. City and County of San Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a "contingent percentage" award of attorneys' fees in a representative action as the proper exercise of the court's broad equitable powers); *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys' fees and expenses properly awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v. Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556, 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property in an inverse condemnation action)).

The Supreme Court noted that several courts have expressed frustration with the alternative "lodestar" approach for deciding fee awards, which usually involves wading through voluminous and often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; *see Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373, 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources. (*In re Activision Sec. Litig*., 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the percentage of the common fund approach to determine the award of attorney's fees. (*Lealao*, 82 Cal.App.4th at 30-31; *see e.g., In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79 (approving attorney's fee of 33%)).

A fee of thirty-three percent (33%) of the Gross Settlement Amount (i.e., $197,670.00) is easily within the range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig*., 723 F. Supp. at 1378). According to Professor Newberg: "No general rule can be articulated on what is a reasonable percentage of a common fund…Usually 50 per cent of the fund is the upper limit on a reasonable fee award from a common fund, in order to assure that fees do not consume a disproportionate part of the recovery obtained for the class, though somewhat larger percentages are not unprecedented." (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel's requested fee is reasonable and falls well within the historical range of attorney's fee awards under the common fund theory. Based on Class Counsel's showing of reasonableness, the Court should approve the requested fees pursuant to the common fund approach.

B. The Circumstances of this Case Support a Thirty-Three Percent (33%) Fee Award

Given the significant results achieved under the circumstances of this litigation, the requested fee award is reasonable. As discussed in *Sumitomo Copper Litigation, supra,* 74 F. Supp. 2d at 396:

> No one expects a lawyer whose compensation is contingent on the success of his services to charge, when successful, as little as he would charge a client who in advance of the litigation has agreed to pay for his services, regardless of success. Nor, particularly in complicated cases producing large recoveries, is it just to make a fee depend solely on the reasonable amount of time expended.

In that vein, this Court should consider the contingent nature of this case, the uncertainty of the outcome, the quality of the counsel, and the preclusion from other employment.

C. The Contingent Nature of This Matter

From the outset of the Actions to the present, prosecution of this matter has involved significant financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this matter with no guarantee of success. The risks of this matter are apparent in that class certification would likely have been a hard-fought issue, especially given the uncertainty regarding certification of cases such as this. Moreover, even if class certification were granted over Defendants' opposition, there was no assurance that Plaintiffs would succeed at trial. (Blanchard Decl., ¶¶ 24-26). Despite such challenges, Class Counsel was able to persuade Defendants that they faced significant liability exposure such that they were willing to pay $599.000.00 to settle the Class Members' claims.

D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation

Class Counsel has substantial experience in wage-and-hour and other class action litigation, including litigation involving the legal issues in this matter. (Blanchard Decl., ¶ 31). Class Counsel's skill in developing a factual record and convincing Defendants of their litigation exposure under California law was essential to achieving the Settlement. Through its skill and reputation, Class Counsel was able to obtain a settlement that provides an outstanding result for Class Members. (*See generally* Blanchard Decl.).

E. The Results Achieved

The excellent results achieved by the Settlement support Class Counsel's request for attorneys' fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of which were described clearly in the Class Notice. As of the date of this Motion, Class Members will be paid, on average, approximately $692.81 each, which is intended to compensate them for the alleged wage and hour violations they suffered during their employment. (Blanchard Decl., ¶ 15). This is a significant benefit for the Class Members here as it represents a recovery for highly disputed claims. Equally important is the fact that the State of California will receive $37,500.00 for enforcement of labor laws and education of employers. (*Id*., ¶ 38).

Furthermore, the efficiency with which this litigation was conducted and resolved should be rewarded. After preparing and investigating the case prior to filing the Actions, Class Counsel strongly litigated and then resolved the case in an efficient manner. The Class Members will directly benefit from the prompt and fair resolution of their claims. They will be receiving a significant award in a relatively short period of time, as opposed to waiting years to recover some undetermined amount if they succeeded at trial, which is an uncertainty in itself.

F. Preclusion of Other Employment

As California law recognizes, Class Counsel's commitment to this litigation should not be assessed in a vacuum. (*See Serrano, supra,* 20 Cal.3d at 49). A relevant factor in determining attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See ibid*). Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. (Blanchard Decl., ¶ 30).

G. The Requested Fees Are Also Justified Under the Lodestar Method

Fee calculations under the lodestar method would result in a similar award, demonstrating the fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of various factors. (*Serrano 111, supra,* 20 Cal.3d at 48). Class Counsel's hourly rates are summarized in the Blanchard Decl. at ¶¶ 31-32.

One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Blanchard Decl., ¶ 32). As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). (Ibid). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. (Ibid). Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. (Ibid). This kind of class action work requires specialized learning and the willingness to take large risks. (Ibid).

Class Counsel has spent approximately 247 total hours litigating these claims to date.[2]

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[2] In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in California to support a fee application. The court held: "Testimony of an attorney as to the number of hours worked on a

(Blanchard Decl., ¶ 32) (Rose Decl.). Class Counsel expects to spend another 10 hours in connection with the final approval process (including preparing for and attending the Final Approval Hearing, and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Administrator, our client, and Class Members). (*Id.*, ¶ 33). In addition to time spent during litigation, reasonable hours also include the time spent before the Actions were filed, including time spent interviewing the clients, investigating the facts and the law, preparing the initial pleadings, as well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982) 32 Cal .3d 621, 639 ("*Serrano IV*")). Based on the rates of Class Counsel, the total fees incurred to date are $217,510. (Blanchard Decl., ¶ 32) (Rose Decl.). By the conclusion of this matter, the total fees are estimated to be approximately $226,265. (*Id.*, ¶ 33).

In cases where a common fund analysis is not used, once the court establishes the lodestar amount, it should adjust the fee award by a multiplier in order to make an appropriate fee award. (*Serrano III, supra,* 20 Cal.3d at 48). In applying the multiplier, *Newberg on Class Actions* states that "[m]ultipliers ranging from one to four frequently are awarded in common fund cases when the lodestar method is applied. A large common fund award may warrant an even larger multiplier." (4 *Newberg on Class Actions* 4th (4th ed. 2002) § 14.6). If the class members paid the fees that the market would bear, they would pay a fee of anywhere from one-third to forty-five percent of any recovery. Since this is the market rate, the lodestar calculation should be enhanced to reflect what the class members would pay on the open market. (*Lealao, supra,* 82 Cal.App.4th at 47-48).

In *Lealao,* the court held that trial courts should award lodestar fees by examining the percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 & 53). The court indicated that this is an upward adjustment and should be akin to a contingency fee recovery; the court stated, "[a]n adjustment reflecting the amount of the class recovery is not significantly different from an adjustment reflecting a percentage of that amount; and California courts have

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particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records." *Id.* There is no need to attach the voluminous invoices prepared in a case as a basis for an award of fees and costs. *Id.* Through Class Counsel's declaration in support of this application, however, Plaintiffs present a thorough breakdown of the hours spent and costs incurred in prosecuting this class action. Pursuant to *Martino, supra,* this presentation is sufficient to support the amount requested.

evaluated a lodestar as a percentage of the benefit." (*Id.* at 46). The *Lealao* method appears particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and the class action clients do not expect to pay an hourly fee.

The rationale of *Lealao* comports with the purpose of the multiplier. The multiplier is "primarily to compensate the attorney for the prevailing party at a rate reflecting the risk of nonpayment in contingency cases." (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138). The *Lealao* court reasoned:

> Given the unique reliance of our legal system on private litigants to enforce substantive provisions of law through class and derivative actions, attorneys providing the essential enforcement services must be provided incentives roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace, as it will otherwise be economic for defendants to increase injurious behavior. It has therefore been urged (most persistently by Judge Richard Posner) that in defining a reasonable fee in such representative actions, the law should mimic the market.
>
> In the class action context, that would mean attempting to award the fee that informed private bargaining, if it were truly possible, might have reached. The simplest way for the law to duplicate the bargain that informed parties would reach if agency costs were low is to look to fee award levels in actions brought by sophisticated private parties under the same or comparable statutes.

(*Lealao,* 82 Cal.App.4th at 47-48 (internal citations and quotations omitted)). The court added:

> [T]rial judges need the flexibility *Serrano III* provides, as it enables them to relate fee awards to the economic realities that determine the efficacy of the private enforcement contemplated by our civil justice system.
> Accordingly, we hold that, in cases in which the value of the class recovery can be monetized with a reasonable degree of certainty and it is not otherwise inappropriate, a trial court has discretion to adjust the basic lodestar through the application of a positive or negative multiplier where necessary to ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation.

(*Id.* at 49-50).

In looking at similar cases, including those set forth above, Class Counsel's requested fee comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the collective hours worked in this matter, the requested fee award would represent a negative multiplier of the current total fee lodestar. In this regard, Class Counsel's fee request is reasonable.

H. No Class Member Objected to the Requested Class Counsel Fees Payment

Class Counsel's intention to request the Court's approval for payment of Class Counsel Fees Payment was clearly disclosed to each Class Member in the Court-approved Class Notice. (Blanchard

Decl., ¶ 35; *See also,* Nava Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to the request for attorneys' fees. (Nava Decl., ¶ 12). It is fair to conclude that the Class approves of/does not take issue with the requested award of Class Counsels Fees Payment. Based thereon, Class Counsel's request for thirty-three percent (33%) of the Gross Settlement Amount, equaling One Hundred Ninety-Seven Thousand Six Hundred Seventy Dollars and Zero Cents ($197,670.00), should be granted.

I. Plaintiffs' Cost Request is Reasonable

Class Counsel seeks reimbursement of a total amount of Twenty-Nine Thousand Six Hundred Ninety-Two Dollars and Eight Cents ($29,692.08) in costs and expenses in this matter, which includes reasonable future costs for filing the Motion. (Blanchard Decl., ¶ 34 & Exh. 4; Rose Decl.). All costs and expenses were reasonably incurred in prosecution of this matter.

VIII. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENTS TO PLAINTIFFS ARE REASONABLE

The named Plaintiffs should be awarded Class Representative Service Payments in the amount of Seven Thousand Five Hundred Dollars ($7,500.00) to each of the Plaintiffs, Jeremy Bukett, Shannon Elliot, and Jose Padilla, for a total of $22,500.00 for their services as the Class Representatives and the risks in connection with that role. (Blanchard Decl., ¶ 36). Enhancement awards in wage and hour cases typically range from $5,000.00 to $20,000.00, although some awards are higher. (Ibid). Often, multiple class representatives receive awards in the above range. (*See e.g.*, *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of $10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) ["We also think there is something to be said for rewarding those drivers who protect and help to bring rights to a group of employees who have been the victims of discrimination."]). Here, the requested Class Representative Service Payments are modest, reasonable, and should be approved.

Plaintiffs' actions establish that: (1) they sought to protect the interests of the Class above their own personal interests; (2) the Class Members will be benefitted from their actions by receiving a payment without having to do anything; and (3) Plaintiffs have put forth a significant amount of time and effort pursuing the litigation and seeing it through to resolution. (*See*, generally, Padilla Decl., Burkett Decl., and Elliott Decl.; *see also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804 (discussing the criteria for determining class representative enhancement awards in concluding that a requested award of $25,000 for two class representatives was too high)).

The requested award for Plaintiffs is also reasonable given the financial and personal risk they took in commencing the Actions, and in light of the benefits that their actions have conferred upon the Class. (Padilla Decl., ¶ 7, Elliott Decl., Burkett Decl.; *See also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp. 294, 299-300). Additionally, in considering a requested class representative enhancement award, courts take into consideration a plaintiff's reasonable fear of retaliation. (*Staton v. Boeing Co*. (9th Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend little effort to discover Plaintiffs brought the lawsuit – and based thereon, decline to offer Plaintiffs employment.

In sum, Plaintiffs have performed considerable services on behalf of the Class during the litigation. (*See*, generally, Padilla Decl., Burkett Decl., Elliott Decl.). Class Counsel cannot understate the importance of the role of an employee who is willing to search out an attorney and step forward to assume the risk of litigation and retaliation in order to represent a class and put the interests of the class before their own interests. Plaintiffs have understood that this is a class action where they are serving as Class Representatives and must protect the Class Members' interests. Plaintiffs were the catalysts to the benefit reached for the Class Members, and have actively protected the Class Members' interests during the pendency of this matter and will continue to do so even if the case was required to go to trial. (Ibid). Plaintiffs spent numerous hours participating in this matter by searching for an attorney, communicating with their attorneys on numerous occasions, searching for and producing relevant documents related to their employment, responding to their attorneys' inquiries, reviewing the settlement documents, and approving the Settlement on behalf of all Class Members. (*See*, generally, Padilla Decl., Elliott Decl., Burkett Decl.).

In contrast, without having to take on any of the risk incurred by Plaintiffs or time spent by Plaintiffs in litigating this matter, Class Members will automatically be issued a payment for their claims. It appears that the Class Members recognize this enhancement was justified because, since the time the Class received notice of the requested Class Representative Service Payment, no one has objected to the request. Thus, the Class Representative Service Payments to Plaintiffs are warranted to compensate them for their time and effort, the fear and stress associated with assuming the responsibility of serving as the Class Representative, and the concrete risks they assumed as the Class Representatives.

IX. THE REQUESTED ADMINISTRATION EXPENSES PAYMENT ARE REASONABLE

In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved, Administration Expenses Payment not to exceed Eight Thousand Dollars ($8,000.00). (Blanchard Decl., ¶ 37). Apex Class Action LLC is the approved Administrator. (Ibid). It is an experienced class administrator and has adequately performed the administration tasks required by the Preliminary Approval Order. Apex's *actual* costs to administer the Settlement are only Seven Thousand Two Hundred Fifty Dollars ($7,250.00). (Nava Decl., ¶ 19). Based thereon, the requested costs should be approved.

X. THE PROPOSED LWDA ALLOCATION IS REASONABLE

Pursuant to California Labor Code Section 2699(1), the Superior Court shall review and approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code § 2699(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and should be approved. As part of the Settlement, Defendants have agreed to pay Fifty Thousand Dollars and Zero Cents ($50,000.00) to settle the claims of the Aggrieved Employees brought pursuant to PAGA, of which the payment of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (75% of the PAGA Penalties) will be paid to the LDWA for education and enforcement purposes. (Blanchard Decl., ¶ 38).

It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to class members." (*Magadia v. Wal-Mart Assocs*. (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc*. (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving

$10,000 in PAGA penalties out of a total settlement amount of $900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving $10,000 in PAGA penalties out of a total settlement amount of $1,250,000]; *Franco v. Ruiz Food Prods*. (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $6,900,000]). Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations. (Blanchard Decl., ¶ 39).

XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE

California law vests the Court with broad discretion in fashioning an appropriate notice program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74). To protect the rights of absent class members, the parties must provide class members with the best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections”]). The content and method of the notice should be designed to apprise the class members of the terms of the proposed settlement and of the class members' rights regarding the settlement. (*See Mullane*, *supra*, 339 U.S. at 314; *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323 F. Supp. 364, 378).

The Class Notice approved by the Court met these requirements: it identified the Parties and described the Actions, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Class Representative Service Payments to Plaintiffs, the Administration Expenses Payment to the Administrator, and the Class Counsel Fees Payment, and Class Counsel Litigation Expenses to Class Counsel. (Blanchard Decl., ¶ 40; *see also* Nava Decl., Exh. A thereto). The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. (Ibid). It also explained how and when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class Notice provided the date for the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement. (Ibid).

XII. CONCLUSION

For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested Class Counsel Fees Payement to Class Counsel of $197,670.00; (2) the requested reimbursement of Class Counsel Litigation Expenses Payment to Class Counsel of $29,692.08; (3) the requested Class Representative Service Payments to Plaintiffs of $7,500.00 to each for a total of $22,500.00; and (4) the requested Administration Expenses Payment to the Administrator of $7,250.00; and permit the filing of a memorandum that exceeds the page limit.

Respectfully submitted,

Dated: October 24, 2025

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Date: October 24, 2025

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