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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

INGRID RUANO, an individual and on behalf
of others similarly situated and aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

BOX EXPRESS, MFG., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 23STCV17209

Honorable Theresa M. Traber
Department 1

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: September 10, 2026
Time: 10:30 a.m.
Dept.: 1

Complaint Filed: July 21, 2023
FAC Filed: September 26, 2024
SAC Filed: April 14, 2026
Trial Date: Not Set

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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on **September 10, 2026 at 10:30 a.m.** in Department
3 1 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los
4 Angeles, California 90012, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of
5 the California Rules of Court, and California Labor Code section 2699(l), Ingrid Ruano (“Plaintiff”) will and hereby does move the Court for an Order granting final approval of the proposed class action
6 and Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*
7 (“PAGA”) settlement between Plaintiff and Defendant Box Express Manufacturing (“Defendant”).
8

9 Plaintiff requests that the Court enter an Order:

- 10 1. Granting final approval of the class action and PAGA settlement;
- 11 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
12 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement (“Settlement
13 Agreement” or “Settlement”), including payment by Defendant of the Gross Settlement Amount of
14 Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) equal to the amounts to pay (1)
15 the Settlement Class Members and PAGA Members pursuant to the terms of the Settlement; (2) the
16 Court-approved Attorneys’ Fees and Costs; (3) the Court-approved Enhancement Payment; (4) the
17 Court-approved Settlement Administration Costs; and (5) the Court-approved payment to the
18 California Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA;
- 19 3. Approving Class Counsel’s request for one-third (1/3) of the Gross Settlement Amount,
20 i.e., Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) in attorneys’ fees, plus
21 reimbursement of actual costs and expenses in the amount of Twenty-Five Thousand Three Hundred
22 Forty-Nine Dollars and Fifty-Six Cents (\$25,349.56);
- 23 4. Approving the Enhancement Payment to Plaintiff in the amount of Ten Thousand
24 Dollars and Zero Cents (\$10,000.00) in recognition of her services to the Class Members;
- 25 5. Approving the Settlement Administration Costs to Apex Class Action LLC in the
26 amount of Six Thousand Nine Hundred Ninety Dollars and Zero Cents (\$6,990.00); and

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6. Approving Fifty-Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$56,250.00) to be paid to the LWDA as seventy-five percent (75%) of the Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) 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 (Jasmine Y. Kianfard and David D. Bibiyan), the Class Representative (Ingrid Ruano), 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: August 12, 2026

BLACKSTONE LAW, APC

By: /s/ Jasmine Y. Kianfard
Jasmine Y. Kianfard
Attorneys for Plaintiff Ingrid Ruano
and the Class

Dated: August 12, 2026

BIBIYAN LAW GROUP, P.C.

By: /s/ Brandon M. Chang
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 Attorneys for Plaintiff Ingrid Ruano
 and the Class

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	PROCEDURAL HISTORY AND FACTUAL BACKGROUND.....	3
III.	SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION	6
V.	COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA.....	11
VI.	EVALUATION OF SETTLEMENT FOR FINAL APPROVAL	11
	A. The Legal Standard for Final Approval	11
	B. The Settlement Should be Finally Approved.....	11
	C. The Settlement is Fair and Reasonable.....	12
VII.	THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE AND SHOULD BE APPROVED	14
	A. Plaintiff's Fee Request of One-Third (1/3) of the Gross Settlement Amount.....	14
	is Proper Under the Common Fund Doctrine	14
	B. The Circumstances of this Case Support a One-Third (1/3) Fee Award	17
	C. The Contingent Nature of This Matter	17
	D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation	18
	E. The Results Achieved	18
	F. Preclusion of Other Employment	19
	G. The Requested Fees Are Also Justified Under the Lodestar Method	19
	H. No Class Member Objected to the Requested Attorneys' Fee Award	22
	I. Plaintiff's Cost Request is Reasonable	22
VIII.	THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS REASONABLE	22
IX.	THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE	24
X.	THE PROPOSED LWDA ALLOCATION IS REASONABLE	24
XI.	THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE.....	25
XII.	CONCLUSION.....	26

TABLE OF AUTHORITIES

Cases

<i>Bank of America v. Cory</i> (1985) 164 Cal.App.3d 66, 89-92.....	16
<i>Boeing Co. v. Van Gernert</i> (1980) 444 U.S. 472,478	14, 15
<i>Cartt v. Superior Court</i> (1975) 50 Cal.App.3d 960, 973-74.....	25
<i>Ceja-Corona v. CVS Pharm., Inc.</i> (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500,.....	24
<i>Chu v. Wells Fargo Invs., LLC</i> (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645.....	25
<i>City and County of San Francisco v. Sweet</i> (1995) 12 Cal.4 th 105, 110-111	16
<i>Clark v. Am. Residential Servs. LLC</i> , 175 Cal. App. 4th 785 (2009)	11
<i>Clark v. American Residential Services LLC</i> (2009) 175 Cal.App.4th 785, 804.....	23
<i>Cook v. Niedert</i> , 142 F.3d 1004, 1016 (7 th Cir. 1998)	22
<i>D’Amico v. Board of Medical Examiners</i> (1974) 11 Cal.3d 1.....	14, 15
<i>Dunk v. Ford Motor Company</i> (1996) 48 Cal.App.4th 1794, 180 1.....	1, 11
<i>Eisen v. Carlisle & Jacquelin</i> (1974) 417 U.S. 156, 174-76	25
<i>Franco v. Ruiz Food Prods.</i> (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801.....	25
<i>Garcia v. Gordon Trucking, Inc.</i> (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575.....	25
<i>Glendale City Employees ‘ Association v. City of Glendale</i> (1975) 15 Cal.3d 328, 341 fn.19	14
<i>In re Activision Sec. Litig.</i> (N.D. Cal 1989) 723 F. Supp. 1373, 1375.)	16
<i>In re Activision Sec. Litig.</i> , 723 F. Supp. at 1378-79.	16, 17
<i>In re Pac. Enters. Sec. Litig.</i> (9th Cir. 1995) 47 F.3d 373, 378-79	16
<i>Ketchum v. Moses</i> (2001) 24 Cal.4th 1122, 1138	21
<i>Knoff v. City and County of San Francisco</i> (1969) 1 Cal.App.3d 184, 203-204	16
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116.....	13
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116, 129-30.....	1

1	<i>Lealao v. Beneficial California, Inc.</i> (2000) 82 Cal.App.4th 19, 31 n.5.....	16
2	<i>Lealao</i> , 82 Cal.App.4th at 47-48.....	21
3	<i>Magadia v. Wal-Mart Assocs.</i> (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist.	
4	LEXIS 91732	24
5	<i>Mills v. Electric Auto-Lite Co.</i> (1970) 396 U.S. 375, 391-392	14, 15
6	<i>Mullane v. Central Hanover Bank & Garretson Company</i> (1950) 339 U.S. 306, 314.....	25
7	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> (2010) 186 Cal.App.4th 399, 412.....	22
8	<i>Officers for Justice v. Civil Serv. Comm’n</i> (9th Cir. 1982) 688 F.2d 615, 625.)	11
9	<i>Parker v. Los Angeles</i> (1974) 44 Cal.App.3d 556, 567-568	16
10	<i>Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.</i> (E.D. Pa. 1970)	
11	323 F. Supp. 364, 378.	25
12	<i>Phillips Petroleum Co. v. Shutts</i> (1985) 472 U.S. 797, 811-12	25
13	<i>Quinn v. State of California</i> (1995) 15 Cal.3d 162, 16 7	14, 16
14	<i>Rider v. County of San Diego</i> (1992) 1 I Cal.App.4th 1410, 1423	16
15	<i>Serrano v. Priest</i> (“ <i>Serrano III</i> ”) (1977) 20 Cal.3d 25, 34	14, 15
16	<i>Serrano v. Priest</i> (1982) 32 Cal .3d 621, 639 (“ <i>Serrano IV</i> ”).....	20
17	<i>Staton v. Boeing Co.</i> (9th Cir. 2003) 327 F.3d 938, 977.	23
18	<i>Thio v. Genji, LLC</i> (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330	24
19	<i>Thornton v. East Texas Motor Freight</i> , 497 F.2d 416, 420 (6 th Cir. 1974).....	22
20	<i>Van Vranken v. Atlantic Ricliffeld Co.</i> (N.D. Cal. 1995) 901 F. Supp. 294, 299.....	2, 23
21	<i>Webb v. Board of Educ.</i> (1985) 471 U.S. 234.....	20
22	<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224, 244-45.....	11
23	<i>Wininger v. SI Mgmt. L.P.</i> (9th Cir. 2002) 301 F.3d 1115.)	16
24	Statutes	
25	California Civil Code § 1781	25
26	California Code of Civil Procedure section 382	i
27	Labor Code Section 2699(1)	24
28	Other Authorities	

1	California Practice Guide: Civil Trials and Evidence (The Rutter Group) at§ 17:172.3	15
2	<i>Newberg on Class Actions</i>	20
3	Newberg on Class Actions (4th Ed.), §14.6.....	17
4	<i>Newberg on Class Actions</i> 4th (4th ed. 2002) § 14.6.....	20
5	Rules	
6	Cal. Rules of Court, rule 3.769(g).....	11

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Ingrid Ruano (“Plaintiff” or “Class Representative”) seeks final approval of the class
4 action settlement reached with Defendant Box Express Manufacturing (“Defendant”). Subject to
5 Court approval, Plaintiff and Defendant (together, the “Parties”) have settled the Released Class
6 Claims and Released PAGA Claims as defined in the Joint Stipulation of Class Action and PAGA
7 Settlement (“Settlement Agreement” or “Settlement”) for a total amount of Seven Hundred Fifty
8 Thousand Dollars and Zero Cents (\$750,000.00) (“Gross Settlement Amount”). (*See* Declaration of
9 Jasmine Y. Kianfard in Support of Plaintiff’s Motion for Final Approval of Class Action and PAGA
10 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
11 [“Kianfard Decl.”], ¶ 18, Exh. 1).

12 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
13 current and former non-exempt, hourly-paid employees who worked for Defendant in the State of
14 California at any time during the Class Period” (“Class” or “Class Members”). (Settlement
15 Agreement, ¶ 11.b; Kianfard Decl., ¶ 16). The “Class Period” is defined as the period from July 21,
16 2019 through September 29, 2025. (Settlement Agreement, ¶ 11.b; Kianfard Decl., ¶ 16). The
17 “Settlement Class Members” consist of all Class Members who did not submit a timely and valid
18 Request for Exclusion. (Settlement Agreement, ¶ 11.mm; Kianfard Decl., ¶ 16). The “PAGA
19 Members” consist of “all current and former non-exempt, hourly-paid employees who worked for
20 Defendant in the State of California at any time during the PAGA Period.” (Settlement Agreement, ¶
21 11.y; Kianfard Decl., ¶ 16). The “PAGA Period” is defined as the period from August 4, 2022 through
22 September 29, 2025. (Settlement Agreement, ¶ 11.aa; Kianfard Decl., ¶ 16).

23 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
24 approval under California law because it is fair, adequate, and reasonable. (Kianfard Decl., Exh. 1;
25 *See also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor*
26 *Company* (1996) 48 Cal.App.4th 1794, 1801). The response of the Class to the Settlement confirms
27 that final settlement approval is appropriate. *There have been no objections to and no requests to opt-*
28 *out from the Class Settlement.* (Declaration of Madely Nava of Apex Class Action LLC, Regarding

1 Notice and Settlement Administration [“Nava Decl.”], ¶¶ 11 and 12).

2 Because the Settlement achieves outstanding results for the Settlement Class Members, the
3 PAGA Members, and the State of California, Plaintiff respectfully requests, on behalf of the Class and
4 without opposition from Defendant, that the Court approve the Settlement as fair, adequate, and
5 reasonable, and enter judgment in accordance with the Settlement’s terms.

6 Plaintiff seeks the Court’s approval of an attorneys’ fee award of one-third (1/3) of the Gross
7 Settlement Amount, equaling Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00),
8 plus reimbursement of actual litigation costs and expenses in the amount of Twenty-Five Thousand
9 Three Hundred Forty-Nine Dollars and Fifty-Six Cents (\$25,349.56) (together, “Attorneys’ Fees and
10 Costs”). Class Counsel’s request for an award of attorneys’ fees and costs is reasonable and
11 appropriate in light of the outstanding work performed by Class Counsel in the matter, the contingent
12 nature of this action, and the results achieved under the Settlement. (*See Lealao v. Beneficial*
13 *California, Inc.* (2000) 82 Cal.App.4th 19).

14 Plaintiff also requests the Court’s approval of the amount to be paid to Plaintiff in the amount
15 of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”) for her services on
16 behalf of the Class. This amount proposed to be awarded to Plaintiff is fair and reasonable for the
17 reasons Plaintiff provided in her declaration. (*See Declaration of Plaintiff Ingrid Ruano in Support of*
18 *Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs,*
19 *Enhancement Payment, and Settlement Administration Costs [“Ruano Decl.”] filed concurrently*
20 *herewith*). Courts approve incentive awards to plaintiffs when justified and appropriate to compensate
21 plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Richfield Co.*
22 (N.D. Cal. 1995) 901 F. Supp. 294, 299).

23 Finally, Plaintiff requests that the Court approve the payment of Six Thousand Nine Hundred
24 Ninety Dollars and Zero Cents (\$6,990.00) (“Settlement Administration Costs”) to Apex Class Action
25 LLC (“Apex” or “Settlement Administrator”) as compensation for its administration services it has
26 and will provide in connection with the Settlement. (*See, generally, Nava Decl.*).

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1 In order to efficiently present the Court with adequate information to determine whether to
2 grant final approval of the Settlement and award the Attorneys' Fees and Costs, Enhancement
3 Payment, and Settlement Administration Costs, Plaintiff also moves for an order permitting the filing
4 of this single consolidated memorandum, although it exceeds the page limit established by California
5 Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

6 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

7 Defendant is a woman-founded box manufacturer that specialized in delivering custom boxes
8 in under five days. Plaintiff was employed by Defendant as an hourly-paid, non-exempt Unitizer
9 Operator and General Laborer from approximately May 2019 to approximately May 2023. (Ruano
10 Decl., ¶ 2).

11 On July 21, 2023, former plaintiff Jesus Patino Perez ("Former Plaintiff") filed a Class Action
12 Complaint in the action entitled *Jesus Patina Perez v. Box Express, MFG*, Los Angeles County
13 Superior Court Case No. 23STCV17209 ("Action"), thereby commencing a putative class action
14 against Defendant. (Kianfard Decl., ¶ 2).

15 On August 4, 2023, Plaintiff provided written notice to the Labor and Workforce Development
16 Agency ("LWDA") by online submission and to Defendant by U.S. Certified Mail, pursuant to
17 California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged
18 to have been violated by Defendant ("PAGA Letter"). (*Id.*, ¶ 3).

19 On March 27, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Ingrid Ruano*
20 *v. Box Express MFG*, Los Angeles County Superior Court Case No. 24STCV07784 ("Dismissed Class
21 Action"), thereby commencing a putative class action against Defendant. (*Id.*, ¶ 4).

22 On March 27, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private
23 Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Ingrid Ruano v. Box*
24 *Express MFG*, Los Angeles County Superior Court Case No. 24STCV07695 ("PAGA Action"), which
25 alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California
26 Labor Code Section 2698 et seq. ("PAGA") against Defendant. (*Id.*, ¶ 5).

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1 On August 30, 2024, Defendant filed a Motion to Compel Arbitration and Dismiss Class
2 Claims (“Class Motion to Compel”) and supporting documents in the Dismissed Class Action. (*Id.*, ¶
3 6). On September 30, 2024, Plaintiff filed an Opposition to Defendant’s Class Motion to Compel and
4 supporting documents in the Dismissed Class Action. (*Ibid*). On October 14, 2024, Defendant filed
5 a Reply and supporting documents in the Dismissed Class Action. (*Ibid*). On December 13, 2024,
6 the Court entered an Order, which denied the Class Motion to Compel. (*Ibid*).

7 On August 30, 2024, Defendant filed a Motion to Compel Arbitration of Plaintiff’s Individual
8 PAGA Claims and Stay the Remainder of the Action (“PAGA Motion to Compel”) and supporting
9 documents in the PAGA Action. (*Id.*, ¶ 7). On September 30, 2024, Plaintiff filed an Opposition to
10 Defendant’s PAGA Motion to Compel and supporting documents in the PAGA Action. (*Ibid*). On
11 December 13, 2024, the Court entered an Order, which denied the PAGA Motion to Compel. (*Ibid*).

12 On September 26, 2024, Plaintiff filed a First Amended Class Action Complaint in the Action,
13 which replaced Former Plaintiff with Plaintiff as the named plaintiff.¹ (*Id.*, ¶ 8).

14 On December 16, 2024, pursuant to the joint stipulation of the Parties, the Dismissed Class
15 Action was dismissed without prejudice. (*Id.*, ¶ 9).

16 On July 31, 2025, the Parties participated in a formal mediation conducted by Tagore
17 Subramaniam, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in
18 complex wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties
19 were able to reach an agreement to resolve this dispute on a class and representative basis. (*Id.*, ¶ 10).
20 The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement
21 agreement. (*Ibid*).

22 On December 18, 2025, the Parties entered into the Settlement Agreement. (*Id.*, ¶ 11 and Exh.
23 1).

24 On December 18, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and
25 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 12). On
26 April 13, 2026, the Court issued a tentative ruling in which it raised points of inquiry with regard to
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28 ¹ Unfortunately, Former Plaintiff passed away and no estate representative was designated in the Action. However, since Plaintiff had already initiated a class action that included the same claims as Former Plaintiff and the Action was first-filed, Plaintiff stepped into the Action to preserve the rights of the putative class members.

1 the Motion for Preliminary Approval. (Ibid).

2 On April 14, 2026, Plaintiff filed a Second Amended Class and Representative Action
3 Complaint (“Operative Complaint”) in the Action, which added the PAGA claims alleged in the
4 PAGA Action. (*Id.*, ¶ 13). The Operative Complaint alleges twelve (12) causes of action for violations
5 of the California Labor Code for failure to pay overtime wages, failure to pay minimum wages, failure
6 to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
7 rest periods and premium payments in lieu thereof, failure to timely pay wages upon termination,
8 failure to provide compliant wage statements, failure to timely pay wages during employment, failure
9 to reimburse necessary business expenses, and failure to pay interest on deposits, for violations of
10 California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California
11 Labor Code violations, and for civil penalties under PAGA based on the aforementioned California
12 Labor Code violations. (Ibid).

13 On April 28, 2026, Plaintiff filed supplemental papers in support of the Motion for Preliminary
14 Approval, which addressed the Court’s inquiries in regard to the Motion for Preliminary Approval.
15 (*Id.*, ¶ 14).

16 On May 13, 2026, the Court entered the Order Granting Preliminary Approval of Class Action
17 and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of
18 the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed
19 administration procedures and associated deadlines. (*Id.*, ¶ 15 and Exh. 2).

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

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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 Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00), which is exclusive of employer-side payroll taxes. (Settlement Agreement, ¶ 11.q; Kianfard Decl., ¶ 18). The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of one-third (1/3) of the Gross Settlement Amount, equaling Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00); (2) Class Counsel's actual litigation costs and expenses, in the amount of Twenty-Five Thousand Three Hundred Forty-Nine Dollars and Fifty-Six Cents (\$25,349.56); (3) Settlement Administration Costs in the amount of Six Thousand Nine Hundred Ninety Dollars and Zero Cents (\$6,990.00); (4) Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); and (5) PAGA Amount in the amount of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00). (Settlement Agreement, ¶¶ 11.q, 14, 15, 16, and 17; Kianfard Decl., ¶ 18). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately Three Hundred Eighty-Two Thousand Six Hundred Sixty Dollars and Forty-Four Cents (\$382,660.44). (Settlement Agreement, ¶ 11.v; Kianfard Decl., ¶ 18).

The Settlement does not require Settlement Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") nor does it require PAGA Members to submit claims as a prerequisite to receiving their *pro rata* share of twenty-five percent (25%) of the PAGA Amount ("Individual PAGA Payment"). (Settlement Agreement, ¶¶ 11.t, 11.r, and 20; Kianfard Decl., ¶ 19). Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net Settlement Amount by the total number of weeks each Settlement Class Member worked for Defendant as a non-exempt, hourly-paid employee in California during the Class Period ("Workweeks") and multiplying the result by each Settlement Class Member's Workweeks worked during the Class Period. (Settlement Agreement, ¶¶ 11.t and 19; Kianfard Decl., ¶ 19). Individual PAGA Payments are calculated by the Settlement Administrator by dividing the amount of the PAGA Members' twenty-five percent (25%) share of the PAGA Amount (\$18,750.00) by the total number of pay periods each PAGA Member worked for Defendant as a non-

1 exempt, hourly-paid employee in California during the PAGA Period (“Pay Periods”) and multiplying
2 the result by each PAGA Member’s Pay Periods worked during the PAGA Period. (Settlement
3 Agreement, ¶¶ 11.r and 20; Kianfard Decl., ¶ 19)

4 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
5 percent (80%) penalties, interest, and non-wage damages. (Settlement Agreement, ¶ 21; Kianfard
6 Decl., ¶ 21). The portion allocated to wages will be reported on an IRS Form W-2 and the portions
7 allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if
8 applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 21; Kianfard Decl., ¶ 21). The
9 Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect
10 to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class
11 Members for their net payment of their Individual Settlement Share (“Individual Settlement
12 Payment”). (Settlement Agreement, ¶¶ 11.s and 21; Kianfard Decl., ¶ 21). The employer’s share of
13 taxes and contributions in connection with the wages portion of Individual Settlement Shares will be
14 paid by Defendant separately and in addition to the Gross Settlement Amount. (Settlement
15 Agreement, ¶ 21; Kianfard Decl., ¶ 21). Each Individual PAGA Payment will be allocated as one
16 hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the
17 Settlement Administrator. (Settlement Agreement, ¶ 21; Kianfard Decl., ¶ 21).

18 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
19 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
20 thereafter, shall be canceled. (Settlement Agreement, ¶ 39; Kianfard Decl., ¶ 22). Any funds
21 associated with such canceled checks will be distributed by the Settlement Administrator to the State
22 of California’s Unclaimed Property Division in the name of the Settlement Class Member and/or
23 PAGA Member at issue. (Settlement Agreement, ¶ 39; Kianfard Decl., ¶ 22).

24 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all
25 Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
26 compromised, relinquished, and discharged the Released Parties of any and all claims which were
27 alleged or which could have been reasonably alleged based on the factual allegations in the Operative
28 Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s

1 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
2 associated premium payments, timely pay wages during employment and upon termination, provide
3 accurate wage statements, reimburse necessary business-related expenses, and pay interest on deposits
4 in violation of California Labor Code Sections 200, 201, 202, 203, 204, 210, 218, 218.5, 226, 226.7,
5 227.3, 404, 510, 512, 516, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the
6 applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code
7 sections 17200, *et seq.* (collectively, “Released Class Claims”). (Settlement Agreement, ¶¶ 11.ff and
8 40).

9 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State
10 of California with respect to all PAGA Members, and all PAGA Members will be deemed to have
11 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
12 Parties of any and all claims arising from any of the factual allegations in the PAGA Letter and the
13 Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys
14 General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include
15 claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal
16 and rest periods and associated premium payments, timely pay wages during employment and upon
17 termination, provide compliant wage statements, maintain complete and accurate payroll records, and
18 reimburse necessary business-related expenses in violation of California Labor Code Sections 201,
19 202, 203, 204, 210, 226, 226.7, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, and
20 2802, and the applicable Industrial Welfare Commission Wage Order (collectively, “Released PAGA
21 Claims”). (Settlement Agreement, ¶¶ 11.gg and 41).

22 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
23 individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled,
24 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
25 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
26 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
27 unasserted, arising out of, relating to, or resulting from her employment and/or separation of
28 employment with Defendant, which Plaintiff, at any time up until the execution of the Settlement

1 Agreement, had or claimed to have or may have. (*Id.*, ¶ 42). It is agreed that this is a general release
2 and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing,
3 this Paragraph expressly does not include a release of any claims that cannot be released hereunder by
4 law. (*Ibid*). Any and all rights granted under any state or federal law or regulation limiting the effect
5 of the Settlement Agreement, including the provisions of Section 1542 of the California Civil Code,
6 ARE HEREBY EXPRESSLY WAIVED. (*Ibid*). Section 1542 of the California Civil Code reads as
7 follows:

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

(*Ibid*).

12 The “Released Parties” means Defendant and each of its former, present, and future owners,
13 parents, and subsidiaries, and all of their current, former, and future officers, directors, members,
14 managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors,
15 successors, assigns, accountants, insurers, reinsurers, and/or legal representatives. (*Id.*, ¶ 11.hh).

16 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

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

19 On May 13, 2026, Apex received the Court approved text for the Class Notice from Class
20 Counsel. (Nava Decl., ¶ 4).

21 On May 27, 2026, Apex received the class data file from Defendant’s counsel, which contained
22 each Class Member’s full name, last known mailing address, Social Security number, and dates
23 worked during the Class Period (collectively, “Class List”). (*Id.*, ¶ 5). The Class List was uploaded
24 to Apex’s database and checked for duplicates and other possible discrepancies. (*Ibid*). The Class
25 List contained 213 individuals identified as Class Members who worked 18,924.42 Workweeks during
26 the Class Period and 115 individuals identified as PAGA Members who worked 4,361 Pay Periods
27 during the PAGA Period. (*Id.*, ¶¶ 5 and 17).

1 As part of the preparation for mailing, all 213 names and addresses contained in the Class List
2 were then processed against the National Change of Address (“NCOA”) database, maintained by the
3 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses
4 of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 6). The NCOA contains requested
5 change of addresses filed with the USPS. (*Ibid.*). To the extent that an updated address was found in
6 the NCOA database, the updated address was used for the mailing of the Class Notice. (*Ibid.*). To the
7 extent that no updated address was found in the NCOA database, the original address provided by
8 Defendant’s counsel was used for the mailing of the Class Notice. (*Ibid.*).

9 On June 5, 2026, the Class Notice was mailed, via U.S. First Class Mail, to all 213 individuals
10 contained in the Class List. (*Id.*, ¶ 7). 9 Class Notices were returned to Apex as undeliverable. (*Id.*,
11 ¶ 8). Apex performed a computerized skip trace on the 9 returned Class Notices that did not have a
12 forwarding address in an effort to obtain an updated address for the purpose of re-mailing the Class
13 Notice. (*Ibid.*). This skip trace effort resulted in obtaining seven (7) updated addresses and the Class
14 Notice was promptly re-mailed to those Class Members, via U.S First Class Mail. (*Ibid.*). A total of
15 2 Class Notices have been deemed undeliverable as no updated address was found notwithstanding
16 the skip tracing. (*Ibid.*).

17 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
18 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Dispute (“Response
19 Deadline”). (Settlement Agreement, ¶ 11.jj). The Response Deadline was July 20, 2026 and the
20 extended Response Deadline was August 4, 2026. (Nava Decl., ¶ 10). The Settlement Administrator
21 did not receive any Requests for Exclusion, Notice of Objections, and/or Disputes. (*Id.*, ¶¶ 11-13).

22 The estimated average gross Individual Settlement Share is \$1,767.60, the estimated highest
23 gross Individual Settlement Share is \$6,428.85, and the estimated lowest gross Individual Settlement
24 Share is \$19.89; the estimated average Individual PAGA Payment is \$163.04, the estimated highest
25 Individual PAGA Payment is \$356.86, and the estimated lowest Individual PAGA Payment is \$4.30.
26 (*Id.*, ¶¶ 16 and 18).²

27
28 ² 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 \$30,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$4,650.44 will be part of the Net Settlement Amount).

1 **V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA**

2 On January 26, 2026, Class Counsel submitted a copy of the Settlement Agreement to the
3 LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2).
4 (Kianfard Decl., ¶ 23). The LWDA has not objected or otherwise responded to the submissions.
5 (Ibid).

6 **VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL**

7 **A. The Legal Standard for Final Approval**

8 Before granting final approval of a class action settlement, the Court must review the
9 settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the
11 strength of the plaintiff’s case, the risk, expense, complexity and likely duration of further litigation,
12 the amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
13 the experience and views of counsel, and the reaction of the class members to the proposed settlement.
14 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801
15 [“The list of factors is not exhaustive and should be tailored to each case”]; *Officers for Justice v. Civil*
16 *Serv. Comm’n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, a presumption of fairness
17 exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and
18 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
19 in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245;
20 *Dunk*, 48 Cal.App.4th at 1802). “The settlement or fairness hearing is not to be turned into a trial or
21 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
22 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty
23 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
24 settlements.” (*Officers for Justice, supra*, 688 F.2d at 625).

25 **B. The Settlement Should be Finally Approved**

26 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
27 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
28 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations

1 were at all times made at arm's-length and were adversarial. (Kianfard Decl., ¶ 24). The Parties
2 engaged in extensive informal discovery prior to reaching a settlement. (*Id.*, ¶ 25).

3 **C. The Settlement is Fair and Reasonable**

4 Courts typically assess the status of discovery in determining whether a class action settlement
5 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
6 Defendant produced all of the putative class members' time and pay records as well as Defendant's
7 relevant wage and hour policies, and information regarding the total number of putative class
8 members, the number of current versus former employees, the total workweeks worked by the putative
9 class members, and the average rate of pay for the putative class members. (Kianfard Decl., ¶ 25).
10 This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and
11 weaknesses of the claims and the potential class-wide damages. (*Ibid.*). Plaintiff's investigation was
12 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Company* (1996) 48
13 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
14 ("Dunk/Kullar").

15 Based on the information exchanged, the Parties extensively briefed issues regarding class
16 certification and liability and provided their analyses to the Mediator who helped the Parties debate
17 the strengths and weakness of their respective positions. (Kianfard Decl., ¶ 26). At all times, Plaintiff
18 was willing and prepared to litigate this matter through class certification and trial if the Parties had
19 been unable to reach a favorable resolution. (*Ibid.*). Additionally, settlement negotiations were
20 conducted by highly capable and experienced counsel. (*Ibid.*). Class Counsel are respected members
21 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
22 in handling complex wage and hour class action litigation. (*Ibid.*). Accordingly, Class Counsel had
23 sufficient information and experience to act intelligently in negotiating the Settlement.

24 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
25 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
26 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
27 must consider "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of
28 further litigation, the risk of maintaining class action status through trial, the amount offered in

1 settlement, the extent of discovery completed and the stage of the proceedings, the experience and
2 views of counsel, the presence of a governmental participant, and the reaction of the class members to
3 the proposed settlement.” (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

4 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal
5 and factual grounds for defending the Action. Based upon Class Counsel’s experience litigating
6 similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class
7 certification and the merits of the Action absent a settlement.

8 Class Counsel is aware of Defendant’s defenses and arguments and has also taken into account
9 the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
10 such litigation, including those involved in class and/or representative adjudication. (*Kianfard Decl.*,
11 ¶ 28). Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims
12 asserted in the Action, Defendant’s defenses, and the difficulties in establishing entitlement to
13 monetary recovery. (*Ibid.*). Plaintiff has also considered the Parties’ settlement discussions, as well
14 as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and
15 employment matters. (*Ibid.*).

16 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
17 with the claims alleged in the Action, and further denies that class certification is appropriate for any
18 purpose other than the Settlement. (*Id.*, ¶ 29). Defendant believes that it would ultimately prevail in
19 the Action. (*Ibid.*). Defendant proffered defenses to both certification and to the merits of Plaintiff’s
20 claims. (*Ibid.*). Defendant contended that Plaintiff’s claims are not suitable for class certification
21 because individual issues would predominate should this case go to trial. (*Ibid.*). As with all class
22 actions, these complex cases raise difficult management and proof issues and, accordingly, there is a
23 significant risk that the Court may deny class certification. (*Ibid.*).

24 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
25 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
26 uncertain proposition. (*Id.*, ¶ 30). In order to prove liability and damages, Class Counsel would need
27 to request and analyze thousands of pages of documents, obtain the Class Members’ contact
28 information, contact them, and obtain declarations at great expense. (*Ibid.*). Obtaining the cooperation

1 of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
2 against a current employer. (Ibid). On the other hand, Defendant would likely be able to obtain the
3 cooperation of its employees. (Ibid). Moreover, even if Plaintiff prevailed at class certification and
4 trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

5 In light of the Parties' respective legal positions and the risks of continued litigation, the Gross
6 Settlement Amount for resolution of the Class and PAGA claims is fair, adequate, and reasonable.
7 (*Id.*, ¶ 31).

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

10 Class Counsel seeks one-third (1/3) of the Gross Settlement Amount (i.e., \$250,000.00) for
11 fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling
12 Twenty-Five Thousand Three Hundred Forty-Nine Dollars and Fifty-Six Cents (\$25,349.56) incurred
13 in the prosecution of the Action. (Kianfard Decl., ¶ 32). The requested fees and costs are fair
14 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
15 contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the
16 Class Members. (Ibid).

17 **A. Plaintiff's Fee Request of One-Third (1/3) of the Gross Settlement Amount**
18 **is Proper Under the Common Fund Doctrine**

19 Courts have long recognized the "common fund" or "common benefit" doctrine, under which
20 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
21 costs to be paid out of the fund. (*See Serrano v. Priest* ("Serrano III") (1977) 20 Cal.3d 25, 34,
22 quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees'*
23 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1975)
24 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*
25 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

26 The California Supreme Court has held that, "when a number of persons are entitled in
27 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
28 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys' fees

1 out of the fund.” (*Serrano III*, *supra*, 20 Cal.3d at 34, quoting *D’Amico*, 11 Cal.3d 1; *see also Boeing*,
2 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than
3 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills*, *supra*,
4 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
5 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
6 explains the common fund doctrine as follows:

7 Where the lawsuit results in the recovery of a fund or property benefiting
8 others as well as plaintiff (e.g., a class action), the court has inherent
9 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.

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

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

18 Whatever doubts may have been created by *Serrano III*, *supra*, 20 Cal.3d 25, [], or the
19 Court of Appeal cases that followed, we clarify today that use of the percentage method
20 to calculate a fee in a common fund case, where the award serves to spread the attorney
21 fee among all the beneficiaries of the fund, does not in itself constitute an abuse of
22 discretion. We join the overwhelming majority of federal and state courts in holding
23 that when class action litigation established a monetary fund for the benefit of the class
24 members, and the trial court in its equitable powers awards class counsel a fee out of
25 that fund, the court may determine the amount of a reasonable fee by choosing an
26 appropriate percentage of the fund created. The recognized advantages of the percentage
27 method - including relative ease of calculation, alignment of incentives between counsel
28 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).

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

7 Numerous appellate courts have similarly found. (See e.g., *Knoff v. City and County of San*
8 *Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
9 attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);
10 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly
11 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
12 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
13 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
14 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
15 in an inverse condemnation action)).

16 The Supreme Court noted that several courts have expressed frustration with the alternative
17 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
18 often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; see *Lealao v. Beneficial California, Inc.*
19 (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373,
20 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class
21 counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing
22 an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources.
23 (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the
24 percentage of the common fund approach to determine the award of attorney’s fees. (*Lealao*, 82
25 Cal.App.4th at 30-31; see e.g., *In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79
26 (approving attorney’s fee of 33%)).

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1 A fee of one-third (1/3) of the Gross Settlement Amount (i.e., \$250,000.00) is easily within the
2 range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to
3 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F. Supp. at
4 1378). According to Professor Newberg: “No general rule can be articulated on what is a reasonable
5 percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a reasonable fee
6 award from a common fund, in order to assure that fees do not consume a disproportionate part of the
7 recovery obtained for the class, though somewhat larger percentages are not unprecedented.”
8 (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel’s requested fee is reasonable and falls
9 well within the historical range of attorney’s fee awards under the common fund theory. Based on
10 Class Counsel’s showing of reasonableness, the Court should approve the requested fees pursuant to
11 the common fund approach.

12 **B. The Circumstances of this Case Support a One-Third (1/3) Fee Award**

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

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

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

23 **C. The Contingent Nature of This Matter**

24 From the outset of the Action to the present, prosecution of this matter has involved significant
25 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
26 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
27 matter with no guarantee of success. The risks of this matter are apparent in that class certification
28 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 Defendant’s opposition,
there was no assurance that Plaintiff would succeed at trial. (Kianfard Decl., ¶¶ 27-30). Despite such
challenges, Class Counsel was able to persuade Defendant to pay \$750,000.00 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. (Kianfard Decl., ¶¶ 35 and 36; Declaration of David D. Bibiyan in Support of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement ["Bibiyan Decl.], ¶¶ 2-13). Class Counsel's skill in developing a factual record 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* Kianfard 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, Settlement Class Members will be paid, on average, approximately \$1,767.60 each, which is intended to compensate them for the alleged wage and hour violations they suffered during their employment. (Kianfard Decl., ¶ 20). This is a significant benefit for the Settlement Class Members here as it represents a recovery for highly disputed claims. Equally important is the fact that the State of California will receive \$56,250.00 for enforcement of labor laws and education of employers. (*Id.*, ¶ 42).

Furthermore, the efficiency with which this litigation was conducted and resolved should be rewarded. After preparing and investigating the case prior to filing the Action, 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.

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1 **F. Preclusion of Other Employment**

2 As California law recognizes, Class Counsel’s commitment to this litigation should not be
3 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
4 attorneys’ fees is whether the litigation required Class Counsel to forego other employment. (*See*
5 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
6 additional work that was available, and which Class Counsel had to forego in order to devote the time
7 necessary to pursue this litigation. (Kianfard Decl., ¶ 34).

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

9 Fee calculations under the lodestar method would result in a similar award, demonstrating the
10 fairness of Class Counsel’s percentage fee request. Under the lodestar method, a base fee amount is
11 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
12 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
13 various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel’s hourly rates are summarized
14 in the Kianfard Decl. at ¶¶ 35-36 and Bibiyan Decl. at ¶ 16.

15 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the
16 relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Kianfard
17 Decl., ¶ 36). As a practical matter, few if any employees or consumers pay attorneys’ fees on an
18 hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a
19 stepped-up contingency fee (with the percentage increasing from one third to forty-five – and
20 sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if
21 the case goes to trial). (*Ibid*). Therefore, there is no customary hourly billing rate for work that is
22 routinely based on a contingent fee relationship, but the nature of class action work should be strongly
23 considered by the Court. (*Ibid*). Wage and hour work presents a specialized and challenging area of
24 law that is not within the knowledge of many lawyers. (*Ibid*). This kind of class action work requires
25 specialized learning and the willingness to take large risks. (*Ibid*).

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1 Class Counsel has spent approximately 437.30 total hours litigating these claims to date.³
2 (Kianfard Decl., ¶ 36; Bibiyan Decl., ¶ 16). Class Counsel expects to spend additional hours in
3 connection with the final approval process (including preparing for and attending the Final Approval
4 Hearing, and managing the Settlement through its conclusion, including anticipated communications
5 with defense counsel, the Settlement Administrator, our client, and Class Members). (Kianfard Decl.,
6 ¶ 37; Bibiyan Decl., ¶ 17). In addition to time spent during litigation, reasonable hours also include
7 the time spent before the Action was filed, including time spent interviewing the client, investigating
8 the facts and the law, preparing the initial pleadings, as well as litigating the case. (*Webb v. Board of*
9 *Educ.* (1985) 471 U.S. 234). Further, the fee award should include fees incurred to establish and
10 defend the attorneys' fee claim. (*Serrano v. Priest* (1982) 32 Cal .3d 621, 639 (“*Serrano IV*”). Based
11 on the rates of Class Counsel, the total fees incurred to date are \$369,656. (Kianfard Decl., ¶ 36;
12 Bibiyan Decl., ¶ 16).

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

22 In *Lealao*, the court held that trial courts should award lodestar fees by examining the
23 percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 and 53). The
24 court indicated that this is an upward adjustment and should be akin to a contingency fee recovery;

25
26 ³ In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in
27 California to support a fee application. The court held: “Testimony of an attorney as to the number of hours worked on a
28 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, Plaintiff presents 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.

1 the court stated, “[a]n adjustment reflecting the amount of the class recovery is not significantly
2 different from an adjustment reflecting a percentage of that amount; and California courts have
3 evaluated a lodestar as a percentage of the benefit.” (*Id.* at 46). The *Lealao* method appears
4 particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and
5 the class action clients do not expect to pay an hourly fee.

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

10 Given the unique reliance of our legal system on private litigants to enforce
11 substantive provisions of law through class and derivative actions, attorneys
12 providing the essential enforcement services must be provided incentives
13 roughly comparable to those negotiated in the private bargaining that takes
14 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.

15 In the class action context, that would mean attempting to award the fee that
16 informed private bargaining, if it were truly possible, might have reached.
17 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.

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

19 [T]rial judges need the flexibility *Serrano III* provides, as it enables them to
20 relate fee awards to the economic realities that determine the efficacy of the
private enforcement contemplated by our civil justice system.
21 Accordingly, we hold that, in cases in which the value of the class recovery
22 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
23 necessary to ensure that the fee awarded is within the range of fees freely
negotiated in the legal marketplace in comparable litigation.

24 (*Id.* at 49-50).

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

///

1 **H. No Class Member Objected to the Requested Attorneys' Fee Award**

2 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
3 clearly disclosed to each Class Member in the Court-approved Class Notice. (Kianfard Decl., ¶ 39;
4 *See also*, Nava Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to
5 the request for attorneys' fees. (Nava Decl., ¶ 12). It is fair to conclude that the Class approves of/does
6 not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's request for
7 one-third (1/3) of the Gross Settlement Amount, equaling Two Hundred Fifty Thousand Dollars and
8 Zero Cents (\$250,000.00), should be granted.

9 **I. Plaintiff's Cost Request is Reasonable**

10 Class Counsel seeks reimbursement of a total amount of Twenty-Five Thousand Three
11 Hundred Forty-Nine Dollars and Fifty-Six Cents (\$25,349.56) in costs and expenses in this matter,
12 which includes reasonable future costs for filing the Motion. (Kianfard Decl., ¶ 38 and Exh. 4; Bibiyan
13 Decl., ¶ 18 and Exh. 1). All costs and expenses were reasonably incurred in prosecution of this matter.

14 **VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS**
15 **REASONABLE**

16 The named Plaintiff should be awarded an Enhancement Payment in the amount of Ten
17 Thousand Dollars and Zero Cents (\$10,000.00) for her services as the Class Representative and the
18 risks in connection with that role. (Kianfard Decl., ¶ 40). Enhancement awards in wage and hour
19 cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. (*Ibid*). Often,
20 multiple class representatives receive awards in the above range. (*See e.g., Munoz v. BCI Coca-Cola*
21 *Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of
22 \$10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir.
23 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) ["We also think there
24 is something to be said for rewarding those drivers who protect and help to bring rights to a group of
25 employees who have been the victims of discrimination."]). Here, the requested Enhancement
26 Payment is modest, reasonable, and should be approved.

27 ///

28 ///

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

8 The requested award for Plaintiff is also reasonable given the financial and personal risk she
9 took in commencing the Action, and in light of the benefits that her actions have conferred upon the
10 Class. (*Ruano Decl., ¶ 7; See also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp.
11 294, 299-300). Additionally, in considering a requested class representative enhancement award,
12 courts take into consideration a plaintiff's reasonable fear of retaliation. (*Staton v. Boeing Co.* (9th
13 Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend
14 little effort to discover Plaintiff brought the lawsuit – and based thereon, decline to offer Plaintiff
15 employment.

16 In sum, Plaintiff has performed considerable services on behalf of the Class during the
17 litigation. (*See, generally, Ruano Decl.*). Class Counsel cannot understate the importance of the role
18 of an employee who is willing to search out an attorney and step forward to assume the risk of litigation
19 and retaliation in order to represent a class and put the interests of the class before their own interests.
20 Plaintiff has understood that this is a class action where she is serving as the Class Representative and
21 must protect the Class Members' interests. (*Id., ¶ 10*). Plaintiff was the catalyst to the benefit reached
22 for the Class Members, and has actively protected the Class Members' interests during the pendency
23 of this matter and will continue to do so even if the case was required to go to trial. (*Ibid.*).

24 In contrast, without having to take on any of the risk incurred by Plaintiff or time spent by
25 Plaintiff in litigating this matter, Settlement Class Members will automatically be issued a payment
26 for their claims. It appears that the Settlement Class Members recognize this enhancement was
27 justified because since the time the Class received notice of the requested Enhancement Payment, no
28 one has objected to the request. Thus, the Enhancement Payment to Plaintiff is warranted to

1 compensate her for her time and effort, the fear and stress associated with assuming the responsibility
2 of serving as the Class Representative, and the concrete risks she assumed as the Class Representative.

3 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
4 **REASONABLE**

5 In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved,
6 Settlement Administration Costs not to exceed Eight Thousand Five Hundred Dollars and Zero Cents
7 (\$8,500.00). (Kianfard Decl., ¶ 41). Apex Class Action LLC is the approved Settlement
8 Administrator. (Ibid). It is an experienced class administrator and has adequately performed the
9 administration tasks required by the Preliminary Approval Order. Apex's *actual* costs to administer
10 the Settlement are only Six Thousand Nine Hundred Ninety Dollars and Zero Cents (\$6,990.00).
11 (Nava Decl., ¶ 19 and Exh. B). Based thereon, the requested costs should be approved.

12 **X. THE PROPOSED LWDA ALLOCATION IS REASONABLE**

13 Pursuant to California Labor Code Section 2699(s)(2), the Superior Court shall review and
14 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
15 § 2699(s)(2)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
16 should be approved. As part of the Settlement, Defendant has agreed to pay Seventy-Five Thousand
17 Dollars and Zero Cents (\$75,000.00) to settle the claims of the PAGA Members brought pursuant to
18 PAGA, of which the payment of Fifty-Six Thousand Two Hundred Fifty Dollars and Zero Cents
19 (\$56,250.00) (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement
20 purposes. (Kianfard Decl., ¶ 42).

21 It is extremely common in approved wage and hour class action cases that settle that only a
22 small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to
23 class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
24 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
25 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
26 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
27 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
28 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012

1 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
2 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
3 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
4 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
5 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
6 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
7 in these approved settlements, the parties generally maximized statutory penalties and minimized
8 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
9 California Labor Code violations. (Kianfard Decl., ¶ 43).

10 **XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE**

11 California law vests the Court with broad discretion in fashioning an appropriate notice
12 program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
13 74). To protect the rights of absent class members, the parties must provide class members with the
14 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
15 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
16 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
17 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
18 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
19 the action and afford them an opportunity to present their objections"]). The content and method of
20 the notice should be designed to apprise the class members of the terms of the proposed settlement
21 and of the class members' rights regarding the settlement. (*See Mullane, supra*, 339 U.S. at 314;
22 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
23 F. Supp. 364, 378).

24 The Class Notice approved by the Court met these requirements: it identified the Parties and
25 described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution
26 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to
27 Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees
28 and Costs to Class Counsel. (Kianfard Decl., ¶ 44; *see also* Nava Decl., Exh. A thereto). The Class

1 Notice described the proposed Settlement with enough specificity to allow each Class Member to
2 make an informed choice whether to accept and participate in it. (Ibid). It also explained how and
3 when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class
4 Notice provided the date for the hearing on final approval of the Settlement and informed Class
5 Members how to obtain additional information about the Settlement. (Ibid).

6 **XII. CONCLUSION**

7 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
8 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
9 attorneys' fees to Class Counsel of \$250,000.00; (2) the requested reimbursement of actual costs and
10 expenses to Class Counsel of \$25,349.56; (3) the requested Enhancement Payment to Plaintiff of
11 \$10,000.00; and (4) the requested Settlement Administration Costs to the Settlement Administrator of
12 \$6,990.00; and permit the filing of a memorandum that exceeds the page limit.

13 Respectfully submitted,

14 Dated: August 12, 2026

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15
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