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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MENDOCINO**

ALMA LOPEZ and JOSE REFUGIO LOPEZ
ACEVEDO, individually, and on behalf of other
members of the general public similarly situated
and aggrieved employees pursuant to the Private
Attorneys General Act,

Plaintiffs,

vs.

ADVANCED MANUFACTURING AND
DEVELOPMENT, INC. dba METALFX, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 23CV00673

Honorable Ann C. Moorman
Department E

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

Date: November 7, 2025
Time: 9:30 a.m.
Dept.: E

Complaint Filed: July 25, 2023
FAC Filed: September 28, 2023
SAC Filed: May 29, 2025
Trial Date: Not Set

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

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

2 **PLEASE TAKE NOTICE THAT** on **November 7, 2025 at 9:30 a.m.** in Department
3 E of the above-captioned Court located at Ukiah-Mendocino County Courthouse, 100 North State
4 Street, Ukiah, California 95482, pursuant to California Code of Civil Procedure section 382, Rule
5 3.769 of the California Rules of Court, and California Labor Code section 2699(l), Alma Lopez and
6 Jose Refugio Lopez Acevedo (together, “Plaintiffs”) will and hereby do move the Court for an Order
7 granting final approval of the proposed class action and Labor Code Private Attorneys General Act of
8 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) settlement between Plaintiffs and
9 Defendant Advanced Manufacturing and Development, Inc. (“Defendant”).

10 Plaintiffs request that the Court enter an Order:

11 1. Granting final approval of the class action and PAGA settlement;
12 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
13 forth in the Court-approved Class Action and PAGA Settlement Agreement (“Settlement Agreement”
14 or “Settlement”), including payment by Defendant of the Gross Settlement Amount of Six Hundred
15 Thousand Dollars and Zero Cents (\$600,000.00) equal to the amounts to pay (1) the Participating
16 Class Members and Aggrieved Employees pursuant to the terms of the Settlement; (2) the Court-
17 approved Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) the Court-
18 approved Class Representatives’ Service Payments; (4) the Court-approved Administration Expenses
19 Payment; and (5) the Court-approved payment to the California Labor and Workforce Development
20 Agency (“LWDA”) pursuant to PAGA;

21 3. Approving Class Counsel’s request for one-third (1/3) of the Gross Settlement Amount,
22 i.e., Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) in attorneys’ fees, plus
23 reimbursement of actual costs and expenses in the amount of Fourteen Thousand Two Hundred
24 Fourteen Dollars and Six Cents (\$14,214.06);

25 4. Approving the Class Representatives’ Service Payments to Plaintiffs in the aggregate
26 amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00 in recognition of their services to
27 the Class Members;

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5. Approving the Administration Expenses Payment to ILYM Group, Inc. in the amount of Six Thousand Eight Hundred Fifty Dollars and Zero Cents (\$6,850.00); and

8. Approving Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) to be paid to the LWDA as seventy-five percent (75%) of the Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) 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 (Alexandra Rose and Arrash T. Fattahi), the Class Representatives (Alma Lopez and Jose Refugio Lopez Acevedo), and the Administrator (Garvin Brown on behalf of ILYM Group, Inc.), 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: September 9, 2025

BLACKSTONE LAW, APC

By: Alexandra Rose
Attorneys for Plaintiff Alma Lopez
and the Class

Dated: September 9, 2025

WILSHIRE LAW FIRM, PLC

By: /s/ Arrash T. Fattahi
Arrash T. Fattahi
Attorneys for Plaintiff Jose Refugio Lopez
Acevedo and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Alma Lopez (“Plaintiff Lopez”) and Jose Refugio Lopez Acevedo (“Plaintiff
4 Acevedo”) (together, “Plaintiffs” or “Class Representatives”) seek final approval of the class action
5 settlement reached with Defendant Advanced Manufacturing and Development, Inc. (“Defendant”).
6 Subject to Court approval, Plaintiffs and Defendant (collectively, the “Parties”) have settled the
7 Released Class Claims and Released PAGA Claims as defined in the Class Action and PAGA
8 Settlement Agreement (“Settlement Agreement” or “Settlement”) for a total amount of Six Hundred
9 Thousand Dollars and Zero Cents (\$600,000.00) (“Gross Settlement Amount”). (*See* Declaration of
10 Alexandra Rose in Support of Plaintiffs’ Motion for Final Approval of Class Action and PAGA
11 Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
12 Representatives’ Service Payments, and Administration Expenses Payment [“Rose Decl.”], ¶ 15, Exh.
13 1).

14 The Court conditionally certified, for settlement purposes only, the Class defined as: “current
15 and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of
16 California at any time during the Class Period, but excluding those who signed either of the Arbitration
17 Agreements” (“Class” or “Class Members”). (Settlement Agreement, ¶ 1.6; Rose Decl., ¶ 13). The
18 “Class Period” is defined as the period from July 25, 2019 through October 26, 2024. (Settlement
19 Agreement, ¶ 1.12; Rose Decl., ¶ 13). The Arbitration Agreements are those attached as Exhibit A
20 and Exhibit B to the Settlement Agreement. (Settlement Agreement, ¶ 1.5; Rose Decl., ¶ 13). The
21 “Participating Class Members” consist of all Class Members who did not submit a valid and timely
22 Request for Exclusion. (Settlement Agreement, ¶ 1.34; Rose Decl., ¶ 13). The “Aggrieved
23 Employees” consist of “all current and former hourly-paid and/or non-exempt employees who worked
24 for Defendant in the State of California at any time during the PAGA Period.” (Settlement Agreement,
25 ¶ 1.4; Rose Decl., ¶ 13). The “PAGA Period” is defined as the period from July 24, 2022 to October
26 26, 2024. (Settlement Agreement, ¶ 1.30; Rose Decl., ¶ 13).

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1 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
2 approval under California law because it is fair, adequate, and reasonable. (Rose Decl., Exh. 1; *See*
3 *also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor*
4 *Company* (1996) 48 Cal.App.4th 1794, 180 l). The response of the Class to the Settlement confirms
5 that final settlement approval is appropriate. As of the filing of this Motion, *there have been no*
6 *objections to or requests to opt-out from* the Class Settlement. (Declaration of Garvin Brown of ILYM
7 Group, Inc., Regarding Notice and Settlement Administration [“ILYM Decl.”], ¶¶ 9 and 10).

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

12 Plaintiffs seek the Court’s approval of an attorneys’ fee award of one-third (1/3) of the Gross
13 Settlement Amount, equaling Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (“Class
14 Counsel Fees Payment”), plus reimbursement of in actual litigation costs and expenses in the amount
15 of Fourteen Thousand Two Hundred Fourteen Dollars and Six Cents (\$14,214.06) (“Class Counsel
16 Litigation Expenses Payment”). Class Counsel’s request for an award of attorneys’ fees and costs is
17 reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter,
18 the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao v.*
19 *Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

20 Plaintiffs also request the Court’s approval of the amounts to be paid to Plaintiffs in the
21 amounts of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Class Representatives’ Service
22 Payment(s)”) each (total, \$20,000.00) for their services on behalf of the Class. These amounts
23 proposed to be awarded to Plaintiffs are fair and reasonable for the reasons Plaintiffs provided in their
24 declarations. (*See* Declaration of Plaintiff Lopez in Support of Motion for Final Approval of Class
25 Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses
26 Payment, Class Representatives’ Service Payments, and Administration Expenses Payment [“Lopez
27 Decl.”] filed concurrently herewith and Declaration of Jose Refugio Lopez Acevedo in Support of
28 Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement [“Acevedo Decl.”])

1 filed on May 28, 2025). Courts approve incentive awards to plaintiffs when justified and appropriate
2 to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic*
3 *Riclifield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

4 Finally, Plaintiffs request that the Court approve the payment of Six Thousand Eight Hundred
5 Fifty Dollars and Zero Cents (\$6,850.00) (“Administration Expenses Payment”) to ILYM Group, Inc.
6 (“ILYM” or “Administrator”) as compensation for its administration services it has and will provide
7 in connection with the Settlement. (*See, generally, ILYM Decl.*).

8 In order to efficiently present the Court with adequate information to determine whether to
9 grant final approval of the Settlement and award the Class Counsel Fees Payment, Class Counsel
10 Litigation Expenses Payment, Class Representatives’ Service Payments, and Administration Expenses
11 Payment, Plaintiffs also move for an order permitting the filing of this single consolidated
12 memorandum, although it exceeds the page limit established by California Rules of Court, Rule
13 3.1113(d), instead of filing several separate motions.

14 II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

15 Defendant is a precision sheet metal business that operates in Willits, California. Plaintiff
16 Lopez was employed by Defendant as an hourly-paid, non-exempt Materials Clerk from
17 approximately July 2019 to approximately March 2023. (Lopez Decl., ¶ 2). Plaintiff Acevedo was
18 employed by Defendant as an hourly-paid, non-exempt employee from approximately April 2020 to
19 approximately June 2023. (Acevedo Decl., ¶ 3).

20 On July 24, 2023, Plaintiff Lopez provided written notice to the LWDA by online submission
21 and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the
22 specified provisions of the California Labor Code alleged to have been violated by Defendant. (Rose
23 Decl., ¶ 2).

24 On July 25, 2023, Plaintiff Lopez filed a Class Action Complaint for Damages in the action
25 entitled *Alma Lopez v. Advanced Manufacturing and Development, Inc. dba METALfx*, Mendocino
26 County Superior Court Case No. 23CV00673 (“Lopez Action”), thereby commencing a putative class
27 action against Defendant. (*Id.*, ¶ 3).

1 On August 31, 2023, Plaintiff Acevedo filed a Class Action Complaint in the action entitled
2 *Jose Refugio Lopez Acevedo v. Advanced Manufacturing and Development, Inc.*, Mendocino County
3 Superior Court Case No. 23CV00822 (Acevedo Action”), thereby commencing a putative class action
4 against Defendant. (Rose Decl., ¶ 4).

5 On September 27, 2023, Plaintiff Acevedo provided written notice to the LWDA by online
6 submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section
7 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by
8 Defendant. (Rose Decl., ¶ 5).

9 On September 28, 2023, Plaintiff Lopez filed a First Amended Complaint in the Lopez Action,
10 which added causes of action for wages not timely paid during employment and civil penalties under
11 the California Labor Code Private Attorney General Act of 2004 (“PAGA”). (Rose Decl., ¶ 6).

12 On August 1, 2024, the Parties participated in a formal mediation conducted by Kevin Barnes,
13 Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and
14 hour matters, which did not result in a settlement at that time. (*Id.*, ¶ 7).

15 On August 9, 2024, Plaintiff Lopez propounded written formal discovery onto Defendant
16 (specifically, Special Interrogatories (Set One)) and served a proposed Belaire-West notice. (*Id.*, ¶ 8).

17 On August 30, 2024, after further negotiations and with the assistance of the Mediator’s
18 evaluation, the Parties were able to reach an agreement to resolve this dispute on a class and
19 representative basis. (*Id.*, ¶ 9). The Parties then worked diligently to negotiate and memorialize the
20 terms in a long form settlement agreement. (*Ibid.*).

21 On April 1, 2025, the Parties executed the Settlement Agreement. (*Id.*, ¶ 10 and Exh. 1).

22 On May 29, 2025, Plaintiffs filed a Second Amended Complaint (“Operative Complaint”) in
23 the Lopez Action, which added Plaintiff Acevedo as a named plaintiff for purposes of settlement
24 approval. (Rose Decl., ¶ 11). The Operative Complaint alleges ten (10) causes of action for violations
25 of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure
26 to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
27 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
28 failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure

1 to reimburse necessary business expenses, for violations of California Business & Professions Code
2 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
3 penalties under PAGA based on the aforementioned California Labor Code violations. (*Ibid.*)

4 On May 28, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action and
5 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 12). On
6 July 11, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA
7 Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the
8 Settlement Agreement, the Court Approved Notice of Class Action Settlement and Hearing Date for
9 Final Court Approval (“Class Notice”), and the proposed administration procedures and associated
10 deadlines. (*Id.*, ¶ 12 and Exh. 2).

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

17 **III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION**

18 The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
19 Complaint for a non-reversionary Gross Settlement Amount of Six Hundred Thousand Dollars and
20 Zero Cents (\$600,000.00), which is exclusive of employer-side payroll taxes. (Settlement Agreement,
21 ¶ 1.21; Rose Decl., ¶ 15). The Gross Settlement Amount includes: (1) Class Counsel’s fees in the
22 amount of one-third (1/3) of the Gross Settlement Amount, equaling Two Hundred Thousand Dollars
23 and Zero Cents (\$200,000.00); (2) Class Counsel’s actual litigation costs and expenses, in the amount
24 of Fourteen Thousand Two Hundred Fourteen Dollars and Six Cents (\$14,214.06); (3) Administration
25 Expenses Payment in the amount Six Thousand Eight Hundred Fifty Dollars and Zero Cents
26 (\$6,850.00); (4) Class Representatives’ Service Payments in the aggregate amount of Twenty
27 Thousand Dollars and Zero Cents (\$20,000.00); and (5) PAGA Penalties in the amount of Twenty-
28 Five Thousand Dollars and Zero Cents (\$25,000.00). (Settlement Agreement, ¶¶ 1.21, 3.2.1, 3.2.2,

3.2.3, and 3.2.5; Rose Decl., ¶ 15). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Participating Class Members will share in a Net Settlement Amount of approximately Three Hundred Thirty-Three Thousand Nine Hundred Thirty-Five Dollars and Ninety-Four Cents (\$333,935.94). (Settlement Agreement, ¶ 1.27; Rose Decl., ¶ 15).

The Settlement does not require Participating Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Class Payment”) nor does it require Aggrieved Employees to submit claims as a prerequisite to receiving their *pro rata* share of twenty-five percent (25%) of the PAGA Penalties (“Individual PAGA Payment”). (Settlement Agreement, ¶¶ 1.22, 1.23, and 3.1; Rose Decl., ¶ 16). Individual Class Payments are calculated by the Settlement Administrator by dividing the Net Settlement Amount by the total number of weeks each Participating Class Member worked for Defendant for at least one day during the Class Period (“Workweeks”) and multiplying the result by each Participating Class Member’s total number of Workweeks. (Settlement Agreement, ¶¶ 1.44 and 3.2.4; Rose Decl., ¶ 16). Individual PAGA Payments are calculated by the Administrator by dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$6,250.00) by the total number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (“Pay Periods”) and multiplying the result by each Aggrieved Employee’s total number of Pay Periods. (Settlement Agreement, ¶¶ 1.29 and 3.2.5.1; Rose Decl., ¶ 16)

Thirty-three percent (33%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). (Settlement Agreement, ¶ 3.2.4.1; Rose Decl., ¶ 18). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. (Settlement Agreement, ¶ 3.2.4.1; Rose Decl., ¶ 18). Sixty-seven percent (67%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). (Settlement Agreement, ¶ 3.2.4.1; Rose Decl., ¶ 18). The Non-Wage Portions and the Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. (Settlement Agreement, ¶ 3.2.4.1; Rose Decl., ¶ 18).

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Each Individual Class Payment and/or 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, ¶¶ 4.3.1 and 4.3.3; Rose Decl., ¶ 19). Any funds associated with such canceled checks will be distributed by the Administrator to Legal Aid at Work, the *cy pres* recipient. (Settlement Agreement, ¶ 4.3.3; Rose Decl., ¶ 19).

Upon the Effective Date and full funding of the Gross Settlement Amount, all Participating Class Members release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Actions during the Class Period, including, but not limited to, any and all claims for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay wages during employment; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) failure to indemnify employees for expenditures; and (9) violation of California's Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.* (collectively, "Released Class Claims"). (Settlement Agreement, ¶¶ 1.38 and 5.2). Except as set forth in Section 5.3 of the Settlement Agreement, 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. (*Id.*, ¶ 5.2).

Upon the Effective Date and full funding of the Gross Settlement Amount, all Aggrieved Employees release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices and ascertained in the course of the Actions during the PAGA Period, including, but not limited to, any and all claims for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay wages during employment; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) failure to keep complete and accurate payroll records; and (7) failure to indemnify employees for expenditures (collectively,

1 “Released PAGA Claims”). (*Id.*, ¶¶ 1.39 and 5.3).

2 In addition to the Released Class Claims and Released PAGA Claims, upon the Effective Date
3 and full funding of the Gross Settlement Amount, Plaintiffs, individually and on behalf of their
4 respective former and present spouses, representatives, agents, attorneys, heirs, administrators,
5 successors, and assigns agree to a general release and discharge the Released Parties from any and all
6 claims, transactions, or occurrences against the Released Parties—which includes without limitation
7 to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in
8 the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based
9 on facts contained in the Operative Complaint, the PAGA Notices, or ascertained during the Actions
10 and released under Sections 5.2 and 5.3 of the Settlement Agreement; and (c) any and all claims which
11 in any way relate to Plaintiffs’ employment with Defendant, under State or Federal law, in tort,
12 common law, statute, contract, or equity, whether pled in the Operative Complaint or not, including
13 but not limited to any claims under the Fair Labor Standards Act (“FLSA”), Title VII, Americans with
14 Disabilities Act (“ADA”), Fair Employment and Housing Act (“FEHA”), Age Discrimination in
15 Employment Act (“ADEA”), Private Attorneys General Act (“PAGA”), California Labor Code, or
16 any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any
17 act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution
18 of the Settlement Agreement (“Plaintiffs’ Release”). (*Id.*, ¶ 5.1). The Plaintiffs’ Release does not
19 extend to any claims or actions to enforce the Settlement Agreement, or to any claims for vested
20 benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation
21 benefits that arose at any time, or based on occurrences outside the Class Period. (*Ibid.*). Plaintiffs
22 acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law
23 that Plaintiffs now know or believe to be true but agree, nonetheless, that the Plaintiffs’ Release shall
24 be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’
25 discovery of them. (*Ibid.*). For purposes of the Plaintiffs’ Release, Plaintiffs expressly waive and
26 relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
27 which reads: A general release does not extend to claims that the creditor or releasing party does not
28 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 Defendant and each of its former and present insurers, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, exempt employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendant. (*Id.*, ¶ 1.40).

IV. THE SETTLEMENT ADMINISTRATION PROCESS

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

On July 11, 2025, ILYM received the Court approved text for the Class Notice from Class Counsel. (ILYM Decl., ¶ 4).

On July 30, 2025, ILYM received the Class Data file from Defendant’s Counsel, which contained each Class Member’s and Aggrieved Employee’s full name, Social Security number, last-known mailing address, number of Workweeks, and number of Pay Periods. (*Id.*, ¶ 5). The Class Data was uploaded to ILYM’s database and checked for duplicates and other possible discrepancies. (Ibid). The Class Data contained 423 individuals, which included 187 Class Members who worked 6,641 Workweeks during the Class Period and 252 Aggrieved Employees who worked 8,913 Pay Periods during the PAGA Period. (*Id.*, ¶¶ 5 and 14).

As part of the preparation for mailing, all 423 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 and Aggrieved Employees 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 Defendant’s Counsel was used for the mailing of the Class Notice. (Ibid).

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1 On August 11, 2025, the Class Notice was mailed, in both English and Spanish, via U.S First
2 Class Mail, to all 423 individuals contained in the Class Data. (*Id.*, ¶ 7). As of the filing of this
3 Motion, 45 Class Notices have been returned to ILYM. (*Id.*, ¶ 8). Of the 45 returned Class Notices,
4 none included a forwarding address. (*Ibid.*) ILYM performed a computerized skip trace on the 45
5 returned Class Notices that did not have a forwarding address, in an effort to obtain an updated address
6 for the purpose of re-mailing the Class Notice. (*Ibid.*) As a result of this skip trace, 28 updated
7 addresses were obtained and the Class Notices were promptly re-mailed to those Class Members, via
8 U.S. First Class Mail. (*Ibid.*) As of the filing of this Motion, a total of 17 Class Notices have been
9 deemed undeliverable as no updated addresses were found notwithstanding the skip tracing. (*Ibid.*)

10 Class Members have forty-five (45) calendar days after the Administrator mails the Class
11 Notices to submit a Request for Exclusion, written objection, and/or challenge to Workweeks and/or
12 Pay Periods (“Response Deadline”). (Settlement Agreement, ¶ 1.42). The Response Deadline is
13 September 25 2025. (ILYM Decl., ¶¶ 9-11). As of the filing of this Motion, the Administrator has
14 not received any Requests for Exclusion, objections, and/or disputes regarding Workweeks or Pay
15 Periods. (*Ibid.*)

16 The estimated average gross Individual Class Payment is \$1,695.19, the estimated highest
17 gross Individual Class Payment is \$9,308.09, and the estimated lowest gross Individual Class Payment
18 is \$47.73; the estimated average Individual PAGA Payment is \$24.80, the estimated highest Individual
19 PAGA Payment is \$41.37, and the estimated lowest Individual PAGA Payment is \$0.70. (*Id.*, ¶¶ 15
20 & 16).¹

21 V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

22 On May 12, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA
23 through its online submission portal in compliance with California Labor Code § 2699(1)(2). (Rose
24 Decl., ¶ 20). The LWDA has not objected or otherwise responded to the submissions. (*Ibid.*)

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28 ¹ The actual average, highest, and lowest Individual Class Payments will be larger than the amounts stated in the ILYM
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., \$15,785.94 will be part of the Net Settlement Amount).

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

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

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

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

21 California courts recognize that "a presumption of fairness exists where . . . [a] settlement is
22 reached through arm's-length bargaining." (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
23 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations
24 were at all times made at arm's-length and were adversarial. (Rose Decl., ¶ 21). The Parties engaged
25 in extensive informal discovery prior to reaching a settlement. (*Id.*, ¶ 22).

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

2 Courts typically assess the status of discovery in determining whether a class action settlement
3 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
4 Defendant produced a random sampling of putative class members’ time and pay data as well as
5 Defendant’s relevant wage and hour policies, arbitration agreements, and information regarding the
6 total number of putative class members, the number of current versus former employees, the total
7 workweeks worked by the putative class members, and the average rate of pay for the putative class
8 members. (Rose Decl., ¶ 22). This allowed Class Counsel to conduct an informed assessment and
9 analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (*Ibid*).
10 Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*
11 *Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008)
12 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

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

22 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
23 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
24 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
25 must consider “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of
26 further litigation, the risk of maintaining class action status through trial, the amount offered in
27 settlement, the extent of discovery completed and the stage of the proceedings, the experience and
28 views of counsel, the presence of a governmental participant, and the reaction of the class members to

1 the proposed settlement.” (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

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

6 Class Counsel are aware of Defendant’s defenses and arguments and have also taken into
7 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
8 inherent in such litigation, including those involved in class and/or representative adjudication. (*Rose*
9 *Decl.*, ¶ 25). Plaintiffs further recognize the burdens of proof necessary to establish liability for the
10 claims asserted in the Actions, Defendant’s defenses, and the difficulties in establishing entitlement to
11 monetary recovery. (*Ibid.*). Plaintiffs have also considered the Parties’ settlement discussions, as well
12 as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and
13 employment matters. (*Ibid.*).

14 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
15 with the claims alleged in the Actions, and further denies that class certification is appropriate for any
16 purpose other than the Settlement. (*Id.*, ¶ 26). Defendant believes that it would ultimately prevail in
17 the Actions. (*Ibid.*). Defendant proffered defenses to both certification and to the merits of Plaintiffs’
18 claims. (*Ibid.*). Defendant contended that Plaintiffs’ claims are not suitable for class certification
19 because individual issues would predominate should this case go to trial. (*Ibid.*). As with all class
20 actions, these complex cases raise difficult management and proof issues and, accordingly, there is a
21 significant risk that the Court may deny class certification. (*Ibid.*).

22 Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving
23 the amount of wages due to each Class Member would be an expensive, time-consuming, and
24 extremely uncertain proposition. (*Id.*, ¶ 27). In order to prove liability and damages, Class Counsel
25 would need to request and analyze thousands of pages of documents, obtain the Class Members’
26 contact information, contact them, and obtain declarations at great expense. (*Ibid.*). Obtaining the
27 cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution
28 of a lawsuit against a current employer. (*Ibid.*). On the other hand, Defendant would likely be able to

1 obtain the cooperation of its employees. (Ibid). Moreover, even if Plaintiffs prevailed at class
2 certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

3 In light of the Parties' respective legal positions and the risks of continued litigation, the Gross
4 Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable.
5 (*Id.*, ¶ 28).

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

8 Class Counsel seek one-third (1/3) of the Gross Settlement Amount (i.e., \$200,000.00) for fees
9 for the time spent litigating this matter and reimbursement of actual costs and expenses totaling
10 Fourteen Thousand Two Hundred Fourteen Dollars and Six Cents (\$14,214.06). (Rose Decl., ¶ 29;
11 Declaration of Arrash T. Fattahi in Support of Plaintiffs' Motion for Final Approval of Class Action
12 and PAGA Settlement ["Fattahi Decl."], ¶ 20). The requested fees and costs are fair compensation for
13 undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis,
14 especially in light of the substantial benefits achieved by Class Counsel for the Class Members. (Rose
15 Decl., ¶ 29).

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

18 Courts have long recognized the "common fund" or "common benefit" doctrine, under which
19 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
20 costs to be paid out of the fund. (*See Serrano v. Priest* ("*Serrano III*") (1977) 20 Cal.3d 25, 34,
21 quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees'*
22 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995)
23 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*
24 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

25 The California Supreme Court has held that, "when a number of persons are entitled in
26 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
27 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys' fees
28 out of the fund." (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D'Amico*, 11 Cal.3d 1; *see also Boeing*,

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

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

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

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

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

1 in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme
2 Court recognized that the common benefit doctrine has been applied “consistently in California when
3 an action brought by one party creates a fund in which other persons are entitled to share.”

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

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

24 A fee of one-third (1/3) of the Gross Settlement Amount (i.e., \$200,000.00) is easily within the
25 range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to
26 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F. Supp. at
27 1378). According to Professor Newberg: “No general rule can be articulated on what is a reasonable
28 percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a reasonable fee

1 award from a common fund, in order to assure that fees do not consume a disproportionate part of the
2 recovery obtained for the class, though somewhat larger percentages are not unprecedented.”
3 (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel’s requested fee is reasonable and falls
4 well within the historical range of attorney’s fee awards under the common fund theory. Based on
5 Class Counsel’s showing of reasonableness, the Court should approve the requested fees pursuant to
6 the common fund approach.

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

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

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

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

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

19 From the outset of the Actions to the present, prosecution of this matter has involved significant
20 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
21 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
22 matter with no guarantee of success. The risks of this matter are apparent in that class certification
23 would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
24 cases such as this. Moreover, even if class certification were granted over Defendant’s opposition,
25 there was no assurance that Plaintiffs would succeed at trial. (Rose Decl., ¶¶ 24-27). Despite such
26 challenges, Class Counsel was able to persuade Defendant that it faced significant liability exposure
27 such that it was willing to pay \$600,000.00 to settle the Class Members’ claims.

28 **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. (Rose Decl., ¶ 33; Fattahi Decl., ¶¶ 11-
18). Class Counsel’s skill in developing a factual record and convincing Defendant of its litigation

1 exposure under California law was essential to achieving the Settlement. Through its skill and
2 reputation, Class Counsel was able to obtain a settlement that provides an outstanding result for Class
3 Members. (*See generally* Rose Decl.).

4 **E. The Results Achieved**

5 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
6 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
7 absence of any objections to either the Class Settlement or to Class Counsel's request for fees (as of
8 the filing of this Motion), both of which were described clearly in the Class Notice. As of the filing
9 of this Motion, Participating Class Members will be paid, on average, approximately \$1,695.19 each,
10 which is intended to compensate them for the alleged wage and hour violations they suffered during
11 their employment. (Rose Decl., ¶ 17). This is a significant benefit for the Participating Class Members
12 here as it represents a recovery for highly disputed claims. Equally important is the fact that the State
13 of California will receive \$6,250.00 for enforcement of labor laws and education of employers. (*Id.*,
14 ¶ 39).

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

21 **F. Preclusion of Other Employment**

22 As California law recognizes, Class Counsel's commitment to this litigation should not be
23 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
24 attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See*
25 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
26 additional work that was available, and which Class Counsel had to forego in order to devote the time
27 necessary to pursue this litigation. (Rose Decl., ¶ 31).

28 ///

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

2 Fee calculations under the lodestar method would result in a similar award, demonstrating the
3 fairness of Class Counsel’s percentage fee request. Under the lodestar method, a base fee amount is
4 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
5 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
6 various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel’s hourly rates are summarized
7 in the Rose Decl. at ¶¶ 32-33 and Fattahi Decl. at ¶¶ 17-19.

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

19 Class Counsel has spent approximately 316.30 total hours litigating these claims to date.²
20 (Rose Decl., ¶ 33; Fattahi Decl., ¶ 19). Class Counsel expects to spend another 10 hours in connection
21 with the final approval process (including preparing for and attending the Final Approval Hearing, and
22 managing the Settlement through its conclusion, including anticipated communications with defense
23 counsel, the Administrator, our clients, and Class Members). (Rose Decl., ¶ 34). In addition to time
24 spent during litigation, reasonable hours also include the time spent before the Actions were filed,

25 _____
26 ² 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 including time spent interviewing the clients, investigating the facts and the law, preparing the initial
2 pleadings, as well as litigating the cases. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the
3 fee award should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v.*
4 *Priest* (1982) 32 Cal .3d 621, 639 ("*Serrano IV*"). Based on the rates of Class Counsel, the total fees
5 incurred to date are \$260,115. (Rose Decl., ¶ 33; Fattahi Decl., ¶ 19). By the conclusion of this matter,
6 the total fees are estimated to be approximately \$270,615. (Rose Decl., ¶ 34; Fattahi Decl., ¶ 19).

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

16 In *Lealao*, the court held that trial courts should award lodestar fees by examining the
17 percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 & 53). The
18 court indicated that this is an upward adjustment and should be akin to a contingency fee recovery;
19 the court stated, "[a]n adjustment reflecting the amount of the class recovery is not significantly
20 different from an adjustment reflecting a percentage of that amount; and California courts have
21 evaluated a lodestar as a percentage of the benefit." (*Id.* at 46). The *Lealao* method appears
22 particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and
23 the class action clients do not expect to pay an hourly fee.

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

28 ///

1 Given the unique reliance of our legal system on private litigants to enforce
2 substantive provisions of law through class and derivative actions, attorneys
3 providing the essential enforcement services must be provided incentives
4 roughly comparable to those negotiated in the private bargaining that takes
5 place in the legal marketplace, as it will otherwise be economic for
6 defendants to increase injurious behavior. It has therefore been urged (most
7 persistently by Judge Richard Posner) that in defining a reasonable fee in
8 such representative actions, the law should mimic the market.

9 In the class action context, that would mean attempting to award the fee that
10 informed private bargaining, if it were truly possible, might have reached.
11 The simplest way for the law to duplicate the bargain that informed parties
12 would reach if agency costs were low is to look to fee award levels in actions
13 brought by sophisticated private parties under the same or comparable
14 statutes.

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

16 [T]rial judges need the flexibility *Serrano III* provides, as it enables them to
17 relate fee awards to the economic realities that determine the efficacy of the
18 private enforcement contemplated by our civil justice system.

19 Accordingly, we hold that, in cases in which the value of the class recovery
20 can be monetized with a reasonable degree of certainty and it is not
21 otherwise inappropriate, a trial court has discretion to adjust the basic
22 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
24 negotiated in the legal marketplace in comparable litigation.

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

26 In looking at similar cases, including those set forth above, Class Counsel's requested fee
27 comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the
28 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.

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

30 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
31 clearly disclosed to each Class Member in the Court-approved Class Notice. (Rose Decl., ¶ 36; *See*
32 *also*, ILYM Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to
33 the request for attorneys' fees. (ILYM Decl., ¶ 10). It is fair to conclude that the Class approves
34 of/does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's
35 request for one-third (1/3) of the Gross Settlement Amount, equaling Two Hundred Thousand Dollars
36 and Zero Cents (\$200,000.00), should be granted.

37 ///

1 **I. Plaintiffs’ Cost Request is Reasonable**

2 Class Counsel seeks reimbursement of a total amount of Fourteen Thousand Two Hundred
3 Fourteen Dollars and Six Cents (\$14,214.06) in costs and expenses in this matter, which includes
4 reasonable future costs for filing the Motion. (Rose Decl., ¶ 35 and Exh. 4; Fattahi Decl., ¶ 20 and
5 Exh. 2). All costs and expenses were reasonably incurred in prosecution of this matter.

6 **VIII. THE REQUESTED CLASS REPRESENTATIVES’ SERVICE PAYMENTS TO**
7 **PLAINTIFFS ARE REASONABLE**

8 The named Plaintiffs should be awarded Class Representatives’ Service Payments in the
9 amounts of Ten Thousand Dollars and Zero Cents (\$10,000.00) each (total, \$20,000.00) for their
10 services as the Class Representatives and the risks in connection with that role. (Rose Decl., ¶ 37).
11 Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although
12 some awards are higher. (Ibid). Often, multiple class representatives receive awards in the above
13 range. (See e.g., *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399,
14 412 [approving an enhancement request of \$10,000.00 per named plaintiff in a 188 member class];
15 *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d
16 416, 420 (6th Cir. 1974) [“We also think there is something to be said for rewarding those drivers who
17 protect and help to bring rights to a group of employees who have been the victims of
18 discrimination.”]). Here, the requested Class Representatives’ Service Payments are modest,
19 reasonable, and should be approved.

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

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28 ///

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

9 In sum, Plaintiffs have performed considerable services on behalf of the Class during the
10 litigation. (*See, generally, Lopez Decl. and Acevedo Decl.*). Class Counsel cannot understate the
11 importance of the role of an employee who is willing to search out an attorney and step forward to
12 assume the risk of litigation and retaliation in order to represent a class and put the interests of the
13 class before their own interests. Plaintiffs have understood that this is a class action where they are
14 serving as the Class Representatives and must protect the Class Members' interests. (Lopez Decl., ¶
15 10; Acevedo Decl., ¶ 5). Plaintiffs were the catalyst to the benefit reached for the Class Members, and
16 have actively protected the Class Members' interests during the pendency of this matter and will
17 continue to do so even if the case was required to go to trial. (*Ibid*). Plaintiffs spent numerous hours
18 participating in this matter by searching for an attorney, communicating with their attorneys on
19 numerous occasions, searching for and producing relevant documents related to their employment,
20 responding to their attorneys' inquiries, reviewing the settlement documents, and approving the
21 Settlement on behalf of all Class Members. (*See, generally, Lopez Decl. and Acevedo Decl.*).

22 In contrast, without having to take on any of the risk incurred by Plaintiffs or time spent by
23 Plaintiffs in litigating this matter, Participating Class Members will automatically be issued a payment
24 for their claims. It appears that the Participating Class Members recognize these enhancements were
25 justified because since the time the Class received notice of the requested Class Representatives'
26 Service Payments, no one has objected to the request (as of the date of filing this Motion). Thus, the
27 Class Representatives' Service Payments to Plaintiffs are warranted to compensate them for their time
28 and effort, the fear and stress associated with assuming the responsibility of serving as the Class

Representatives, and the concrete risks they assumed as the Class Representatives.

IX. THE REQUESTED ADMINISTRATIVE EXPENSES PAYMENT IS REASONABLE

In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved, an Administrative Expenses Payment not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00). (Rose Decl., ¶ 38). ILYM Group, Inc. is the approved Administrator. (Ibid). It is an experienced class administrator and has adequately performed the administration tasks required by the Preliminary Approval Order. ILYM's *actual* costs to administer the Settlement are only Six Thousand Eight Hundred Fifty Dollars and Zero Cents (\$6,850.00). (ILYM Decl., ¶ 17 & Exh. B). 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, Defendant has agreed to pay Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to settle the claims of the Aggrieved Employees brought pursuant to PAGA, of which the payment of Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) (75% of the PAGA Penalties) will be paid to the LDWA for education and enforcement purposes. (Rose Decl., ¶ 39).

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

1 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
2 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
3 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
4 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
5 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]]. Like here,
6 in these approved settlements, the parties generally maximized statutory penalties and minimized
7 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
8 California Labor Code violations. (Rose Decl., ¶ 40).

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

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

23 The Class Notice approved by the Court met these requirements: it identified the Parties and
24 described the Actions, the Class, the Gross Settlement Amount, the proposed method for distribution
25 of the Gross Settlement Amount, the amounts proposed to be paid as the Class Representatives'
26 Service Payments to Plaintiffs, the Administration Expenses Payment to the Administrator, and the
27 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel. (Rose
28 Decl., ¶ 41; see also ILYM Decl., Exh. A thereto). The Class Notice described the proposed

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

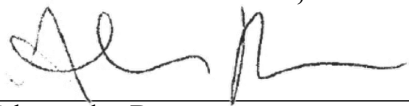
6 **XII. CONCLUSION**

7 For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs'
8 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
9 Class Counsel Fees Payment to Class Counsel of \$200,000.00; (2) the requested Class Counsel
10 Litigation Expenses Payment to Class Counsel of \$14,214.06; (3) the requested Class Representatives'
11 Service Payments to Plaintiffs of the aggregate amount of \$20,000.00; and (4) the requested
12 Administration Expenses Payment to the Administrator of \$6,850.00; and permit the filing of a
13 memorandum that exceeds the page limit.

14 Respectfully submitted,

15 Dated: September 9, 2025

BLACKSTONE LAW, APC

16
17 By: 

Alexandra Rose
Attorneys for Plaintiff Alma Lopez
and the Class

18
19 Dated: September 9, 2025

WILSHIRE LAW FIRM, PLC

20
21 By: /s/ Arrash T. Fattahi

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