

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
VENANCIO CARRERA

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
VENANCIO CARRERA

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

VENANCIO CARRERA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

TRAIL LINES, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23STCV23347

*[Assigned for all purposes to the Hon. Elihu M.
Berle, Dept. SSC-6]*

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, CLASS
REPRESENTATIVE SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: April 6, 2026
Time: 10:00 a.m.
Dept.: SSC-6

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

2 PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on April
3 6, 2026 at 10:00 a.m. in Department 6 of the above-entitled Court, located at 312 N. Spring Street, Los
4 Angeles, California 90012, Plaintiff Venancio Carrera (“Plaintiff”), individually and on behalf of a class
5 of similarly situated individuals, will and hereby does move this Court for:

- 6 1. Confirmation of the certification of the Settlement Class for settlement purposes under
7 Section 382 of the California Code of Civil Procedure;
- 8 2. Confirmation of the appointment of Plaintiff Venancio Carrera as Class Representative for
9 settlement purposes;
- 10 3. Confirmation of the appointment of Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy
11 of Lidman Law, APC and Paul Haines of Haines Law Group, APC, as Class Counsel for
12 settlement purposes;
- 13 4. The granting of final approval of the Amended Class Action and PAGA Settlement
14 Agreement and Class Notice (hereinafter the “Settlement”);
- 15 5. Approval of an award of \$127,250.00 in attorneys’ fees to Class Counsel;
- 16 6. Approval of an award of \$15,658.38 in costs to Class Counsel;
- 17 7. Approval of an award of \$5,995.00 in costs to Phoenix Settlement Administrators for its
18 settlement administration services;
- 19 8. Approval of a service award of \$7,500.00 to Plaintiff Venancio Carrera for his services as
20 Class Representative;
- 21 9. Approval of an award of \$15,000.00 to the Labor & Workforce Development Agency
22 (“LWDA”); and
- 23 10. The entering of final judgment in the form of the [Proposed] Order Granting Plaintiff’s Motion
24 for Final Approval of Class Action Settlement and Final Judgment filed concurrently
25 herewith.

26 This Motion is made on the following grounds: (1) the Settlement Class continues to meet the
27 requirements for class certification for settlement purposes only under Code of Civil Procedure § 382;
28 (2) Plaintiff and Class Counsel continue to be adequate representatives of the Settlement Class; (3) the

1 Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the
2 requested awards of attorneys' fees and costs, service award, LWDA payment, and settlement
3 administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the [Proposed]
4 Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement and Final Judgment
5 submitted concurrently herewith should be entered so as to give finality to, and allow for disbursements
6 from, the Settlement.

7 This Motion is based on this Notice; the attached Memorandum of Points and Authorities; the
8 supporting declarations of Scott M. Lidman, Milan Moore, Tiara Gose-Hardy, Paul K. Haines, Plaintiff
9 Venancio Carrera¹, Mayra Gonzalez of Phoenix Settlement Administrators, and the exhibits attached
10 thereto; the Settlement; all other pleadings and papers on file in this action; and on any further oral or
11 documentary evidence or argument presented at the time of hearing.

12
13 Dated: February 5, 2026

Respectfully submitted,
LIDMAN LAW, APC

14
15 By:


Scott M. Lidman

17 Attorney for Plaintiff
18 VENANCIO CARRERA
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28 ¹ The declaration of Plaintiff Venancio Carrera was originally filed with this Court in connection with the Motion for Preliminary Approval. For the convenience of the Court, Plaintiff has re-filed his declaration with the instant Motion.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Venancio Carrera (“Plaintiff”) submits this memorandum of points and authorities in
4 support of his motion for final approval of the class action settlement (the “Settlement”) with Defendant
5 Trail Lines, Inc. (“Defendant” or “Trail Lines”) on behalf of the Settlement Class defined as: “All
6 individuals whom Defendant Trail Lines, Inc. classified as independent contractors and who worked for
7 Defendant in California at any time during the Class Period.” The Class Period is the period of time
8 starting on September 26, 2019 and ending on December 5, 2025.

9 In this non-reversionary Settlement, all participating Settlement Class members will receive
10 **automatic** payments without the need to submit a claim form, resulting in an estimated average settlement
11 payment of \$2,669.00 to each participating Settlement Class member. This is a favorable resolution of
12 the highly disputed wage and hour claims in this case and considering the significant litigation risks that
13 Plaintiff faced.

14 Since this Court granted preliminary approval on December 5, 2025, nothing has changed to
15 impact the propriety, fairness, adequacy and reasonableness of the Settlement. At the time of filing this
16 Motion, none of the 68 Settlement Class members have opted out of the Settlement and not a single
17 Settlement Class member has filed an objection to any portion of the Settlement.

18 As explained below, the Court should grant Plaintiff’s motion in its entirety because: (1) the
19 Settlement Class continues to meet the requirements for class certification for settlement purposes under
20 Code of Civil Procedure § 382; (2) the Settlement warrants final approval because it is a fair, adequate,
21 and reasonable compromise of the disputed claims in this case; and (3) the amounts requested for Class
22 Counsel’s attorneys’ fees and costs, Plaintiff’s Class Representative Service Award, payment to the Labor
23 Workforce Development Agency (“LWDA”), and settlement administration costs are all fair, adequate,
24 and reasonable.

25 In light of the foregoing, Plaintiff respectfully requests that this Court enter the [Proposed] Order
26 Granting Plaintiff’s Motion for Final Approval of Class Action Settlement and [Proposed] Final Judgment
27 submitted concurrently herewith.
28

II. FACTUAL AND PROCEDURAL BACKGROUND

On September 26, 2023, Plaintiff filed the instant putative class action complaint. *See* Declaration of Scott M. Lidman (“Lidman Decl.”), ¶ 10. On September 26, 2023, Plaintiff submitted a letter to the California Labor & Workforce Development Agency (“LWDA”) and Defendant advising of his intention of filing a claim under the Private Attorneys General Act of 2004 (“PAGA”) based on the Labor Code violations as alleged in his operative complaint. *Id.* On December 4, 2023, after exhausting his administrative remedies, Plaintiff filed a First Amended Class and Representative Action Complaint adding a cause of action for civil penalties under the PAGA. *Id.* Thus, Plaintiff’s primary claims are that Defendant: (1) failed to pay all minimum wages owed; (2) failed to provide accurate, itemized wage statements; (3) failed to reimburse necessary business expenses; (4) unlawfully deducted from employees’ wages; (5) failed to pay all wages upon termination; (6) engaged in unlawful business practices; and (7) is liable for civil penalties under the PAGA. *Id.*

A. Plaintiff’s Claims

As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theory of liability is related to Defendant’s misclassification of workers as independent contractors. Lidman Decl., ¶¶ 18-27. As a result of the misclassification, Plaintiff alleges Defendant failed to pay for all hours worked. Lidman Decl., ¶ 18. Specifically, Plaintiff alleges he and the members of the Settlement Class were misclassified as independent contractors and thus were not compensated at least minimum wage for all hours worked. *Id.* Plaintiff alleges that he and the Settlement Class were employees because Trail Lines exercised a great amount of control over the drivers in performance of their work and the drivers performed work which is within Trail Lines’s usual course of business. *Id.* As such, Plaintiff alleges that he and Settlement Class Members were not separately compensated for time spent working on tasks unrelated to driving, including, without limitation, time spent on pre- and post-trip truck inspections, time spent fueling the trucks, time spent completing paperwork, and time spent maintaining or washing the trucks. *Id.* As a result, Trail Lines failed to pay Plaintiff and Settlement Class Members all minimum wages owed. *Id.*

Plaintiff also alleges that Trail Lines failed to reimburse the Settlement Class for all business expenses incurred and/or deducted various items from the Settlement Class’s pay. Lidman Decl., ¶ 20.

Specifically, Trail Lines made various deductions from the pay owed to Settlement Class Members before ultimately paying them and required that Settlement Class Members incur additional significant expenses in order to perform their duties such as equipment charges, OCAC premiums, fuel charged to Trail Lines's discount account, insurance, taxes and licensing. *Id.*

Plaintiff further alleges that Trail Lines issued inaccurate wage statements in violation of Labor Code section 226 as a result of the alleged unpaid minimum wages and unlawful deductions described above. Lidman Decl., ¶ 22. Plaintiff also contends that this conduct violated Labor Code section 226(a) because the wage statements issued to Settlement Class Members did not include all hours worked and the rate at which they were being paid. *Id.*

Plaintiff alleges that Trail Lines is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to timely pay all wages upon separation of employment. Lidman Decl., ¶ 24.

Lastly, Plaintiff seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations. Lidman Decl., ¶ 26.

As explained *infra* and in Plaintiff's Motion for Preliminary Approval, Defendant denies Plaintiff's claims, argues that the Settlement Class was properly classified as independent contractors, contends that the majority of the Settlement Class signed valid and enforceable release agreements, and asserts several affirmative defenses, both on the merits and with respect to class certification.

B. Mediation and Settlement

In advance of mediation, Trail Lines produced the independent contractor agreements it used, a sampling of timekeeping and payroll data for the putative class, as well as its wage and hour policies and other relevant documents and information relevant to the claims alleged. Lidman Decl., ¶ 11. Trail Lines also provided sufficient information for Plaintiff to calculate the necessary metrics, including without limitation, class size, number of workweeks and pay periods. *Id.* After a detailed review of the documents and data produced by Trail Lines, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *Id.* This discovery allowed the parties to assess the merits and value of Plaintiff's claims and Trail Lines's defenses thereto. *Id.*

On July 17, 2024, a mediation was held with Todd Smith, Esq., a well-respected wage and hour class action mediator. Lidman Decl., ¶ 12. During mediation, the parties vigorously debated their

opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. *Id.*

C. Preliminary Approval of Settlement

Plaintiff filed with the Court his Motion for Preliminary Approval, along with the Settlement, on November 5, 2024. Lidman Decl., ¶ 13. On November 5, 2024, Plaintiff also submitted the Settlement and Motion for Preliminary Approval to the LWDA. *Id.*, Exh. A.

On September 16, 2025, the Court ordered Plaintiff to further explain terms of the settlement and amend the settlement agreement. Lidman Decl., ¶ 14. On October 14, 2025, Plaintiff provided the court with a Supplemental Preliminary Approval Brief, including the Amended Class Action and PAGA Settlement Agreement and Class Notice, and the revised Proposed Order. *Id.* These documents were submitted to the LWDA on October 14, 2025. *Id.*, Exh. B.

Subsequently on December 5, 2025, the Court granted preliminary approval of the class action settlement, approving the Settlement. Lidman Decl., ¶ 15, Exh. C (Order Granting Preliminary Approval). Plaintiff submitted to the LWDA the Order Granting Preliminary Approval on December 16, 2025. Lidman Decl., ¶ 15, Exh. D.

On January 15, 2026, the Court-approved Class Notice was sent to 68 Settlement Class members. *See* Declaration of Mayra Gonzalez of Phoenix Settlement Administrators ("Gonzalez Decl."), ¶ 5. The Settlement Class members have until March 16, 2026 to submit disputes, objections, and/or requests for exclusion. *Id.* Plaintiff will submit a supplemental declaration with the final Settlement Class Members' responses by no later than March 24, 2026. Lidman Decl., ¶ 40. As of the date of this filing, there have been **no objections, no disputes** and **no opt-outs**. Gonzalez Decl., ¶¶ 7-9. Plaintiff now respectfully submits the Settlement for this Court's final approval.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

The Settlement Class approved at the preliminary approval stage encompassed "all individuals whom Defendant Trail Lines, Inc. classified as independent contractors and who worked in California at any time during the Class Period." Lidman Decl., Exh. C. The Class Period is the period starting on September 26, 2019 and ending on December 5, 2025. *Id.*

1 **B. Monetary Terms of the Settlement**

2 The Settlement requires Defendant to pay a Total Settlement Amount (“TSA”) of \$381,750.00,
3 consisting of (1) Twenty-One Thousand Seven Hundred Fifty Dollars and Zero Cents (\$21,750.00)
4 Defendant already paid to certain Class Members pursuant to those certain Class Members entering into
5 release agreements with Defendant after the filing of this action (“Paid Settlement Amount”), and (2)
6 Three Hundred Sixty Thousand Dollars and Zero Cents (\$360,000.00) in new money to be paid and
7 funded by Defendant (“Remaining Gross Settlement Amount”). Settlement, ¶ 1.22. The Net Settlement
8 Amount (“NSA”) is the amount remaining from the Remaining Gross Settlement Amount after deducting
9 requested attorneys’ fees (\$127,250.00) and verified costs (\$15,658.38), proposed Class Representative
10 Service Award to Plaintiff (\$7,500.00), Settlement Administration costs (\$5,995.00), and PAGA
11 Penalties (\$20,000.00). Based on these requested amounts, the NSA is calculated to be approximately
12 \$183,596.62. Gonzalez Decl., ¶ 11.

13 The Net Settlement Amount shall be allocated to Settlement Class members who worked during
14 the Class Period, as follows: First, the six Class Members who did not receive any portion of the Paid
15 Settlement Amount (that is, those who did not receive a prior settlement payment in exchange for signing
16 a release agreement) shall each be paid an amount equal to what they would have received under
17 Defendant’s formula used to pay the Paid Settlement Amount. Settlement, ¶ 3.2.4.1. Then, after the six
18 Class Members are allocated their payments as set forth above, the remaining Net Settlement Amount
19 shall then be divided by the total number of workweeks worked by all Class Members during the Class
20 Period in order to establish the workweek amount. Settlement, ¶ 3.2.4.2. The workweek amount will then
21 be multiplied by the number of workweeks attributable to each Participating Class Member in order to
22 determine the Individual Class Payment due to each Participating Class Member. *Id.*

23 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of
24 the Aggrieved Employees’ 25 percent share of PAGA Penalties (\$5,000.00) by the total number of PAGA
25 Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result
26 by each Aggrieved Employee’s PAGA Period Pay Periods. Settlement, ¶ 3.2.7.1. Each Aggrieved
27 Employee assumes full responsibility and liability for any taxes owed on his or her Individual PAGA
28 Payment. *Id.*

1 The Parties agreed that 33 percent of each Participating Class Member’s Individual Class Payment
2 will be allocated to settlement of wage claims (the “Wage Portion”). Settlement, ¶ 3.2.5. The Wage
3 Portions are subject to tax withholding and will be reported on IRS W-2 Form. *Id.* The remaining 67
4 percent of each Participating Class Member’s Individual Class Payment will be allocated to settlement of
5 claims for interest and penalties (the “Non-Wage Portion”). *Id.* The Non-Wage Portions are not subject
6 to wage withholdings and will be reported on IRS Form 1099. *Id.*

7 **C. Summary of Notice Process**

8 **1. Mailing of Notice Packets**

9 On December 22, 2025, Defendant provided Phoenix Settlement Administrators (“PSA”) with the
10 Class Data, that is the name, last-known mailing address, and Social Security number of each Class
11 Member, number of Class Period Workweeks and PAGA Pay Periods worked by each Settlement Class
12 Member, and information indicating whether the Class Member signed a release agreement with
13 Defendant following the filing of this action. Gonzalez Decl., ¶ 3; Settlement, ¶ 1.8. After performing
14 address updates and verifications, PSA mailed the Class Notice to the 68 Settlement Class members on
15 January 15, 2026. *Id.*, ¶¶ 4-5. Following the initial mailing, zero (0) Class Notices were returned to PSA
16 as undeliverable. *Id.*, ¶ 6. As of the date of filing this final approval motion, zero (0) Class Notices
17 remain undeliverable. *Id.*

18 Settlement Class members have until March 16, 2026 to submit objections, requests for exclusion,
19 or disputes. Gonzalez Decl., ¶¶ 7-9. The administrator will submit a supplemental declaration after the
20 response deadline expires and by no later than March 24, 2026. Lidman Decl., ¶ 40.

21 As of the date of this filing, there were no objections, no disputes, and no opt-outs. Gonzalez
22 Decl., ¶¶ 7-9. Accordingly, as of the date of the filing of this Motion, the participation rate amongst the
23 Settlement Class members is 100 percent and the average estimated payment is \$2,669.00, with the
24 highest estimated payment to be \$5,088.07 and the lowest estimated payment to be \$19.04. Gonzalez
25 Decl., ¶ 12.

26 **D. Timing of Payments**

27 Defendant shall fully fund the Remaining Gross Settlement Amount, including all amounts
28 necessary to fully pay Defendant’s share of payroll taxes, by transmitting such funds to the Administrator

no later than thirty (30) days after the Effective Date. Settlement, ¶ 4.3. Effective Date means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. Settlement, ¶ 1.18. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b) if one or more Participating Class members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues remittitur. *Id.*

E. Uncashed Funds

Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Settlement, ¶ 4.4.1. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California Secretary of State- Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member. Settlement, ¶ 4.4.3.

F. Notice of Judgment

As stated in the Notice mailed to Settlement Class members, the final judgment entered by the Court will be posted by the Settlement administrator on the Settlement Administrator's website at carrera-v-trail-lines.phoenixcases.com. See Gonzalez Decl., Exh. A.

IV. ARGUMENT

A. This Court Should Confirm its Conditional Certification of the Settlement Class for Settlement Purposes Because It Meets All of the Requirements for Class Certification Under Code of Civil Procedure § 382

Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest, and questions of law and fact common to the class predominate over questions unique to individual class members; (3) the representative's claims are typical of the class's claims; and (4) the representative will fairly and adequately represent the class's interests. *See Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470.

1 Here, this Court found that the Settlement Class meets all the requirements for class certification
2 for settlement purposes when it granted preliminary approval of the Settlement on December 5, 2025.
3 *See* Lidman Decl., ¶ 15; Exh. C. Subsequent to the Court’s order granting preliminary approval, as of the
4 date of the filing of this Motion, no events have cast doubt on the propriety of this determination and, in
5 fact, the reaction of the Settlement Class members thus far to the Settlement has been strongly in support
6 of the Settlement, with no Settlement Class Members objecting to any portion of the Settlement and no
7 Settlement Class Members electing to opt-out of the Settlement. *See* Gonzalez Decl., ¶¶ 7-9. This Court
8 should therefore confirm its conditional certification of the Settlement Class.

9 **B. This Court Should Finally Approve the Settlement Because it is a Fair, Adequate,**
10 **and Reasonable Compromise of Disputed Wage and Hour Claims**

11 California courts have a strong policy in favor of settlement. *See, e.g., Stambaugh v. Superior*
12 *Court*, 62 Cal.App.3d 231, 236 (1976). Unlike individual settlements, class action settlements involve a
13 court approval process that exists to prevent fraud, collusion, and unfairness to class members. *Malibu*
14 *Outrigger Bd. of Governors v. Superior Court*, 103 Cal.App.3d 573, 578-79 (1980). This approval
15 process consists of preliminary settlement approval, notice being given to class members, and a final
16 fairness and approval hearing being held, at which class members have the opportunity to be heard with
17 respect to the settlement. *Id.* Now that notice has been provided to the Settlement Class, Plaintiff
18 respectfully requests that the Court finally approve the Settlement as fair, adequate, and reasonable.

19 **1. *The Settlement was Reached at Arm’s-Length, Through Experienced Counsel***
20 ***and an Experienced Mediator, and Was Based on Sufficient Information to***
21 ***Intelligently Negotiate a Fair Settlement in Light of the Claims Asserted and***
22 ***Risks of Continued Litigation***

23 A settlement is presumptively fair where it is reached through arm’s-length bargaining, based on
24 sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is
25 experienced in similar litigation, and the percentage of objectors to the settlement is small. *Dunk v. Ford*
26 *Motor Co.*, 48 Cal.App.4th 1794, 1802 (1996). In deciding whether to approve a proposed settlement, a
27 trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the
28 case. *Mallick v. Superior Court*, 89 Cal.App.3d 434, 438 (1979). In exercising these powers, the

1 overriding concern is to ensure that a proposed settlement is “fair, adequate, and reasonable.” *Dunk*,
2 *supra*, 48 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider
3 include, but are not limited to:

4 [T]he strength of plaintiffs’ case, the risk, expense, complexity and likely duration of
5 further litigation, the risk of maintaining class action status through trial, the amount
6 offered in settlement, the extent of discovery completed and the stage of the
7 proceedings, the experience and views of counsel, the presence of a governmental
8 participant, and the reaction of the class members to the proposed settlement.

9 *Id.* These factors require balancing, are non-exhaustive and, as such, trial courts should tailor the factors
10 to each case and give due regard to “what is otherwise a private consensual agreement between the
11 parties.” *Id.*

12 “In the context of a settlement agreement, the test is not the maximum amount plaintiffs might
13 have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the
14 circumstances.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 250 (2001). Because settlements
15 inherently involve compromise, even settlements providing for substantially narrower relief than likely
16 would be obtained if the suit were successfully litigated can be reasonable because, “the public interest
17 may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding
18 litigation.” *Id.* (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.*, 455 F.2d 101, 109
19 (7th Cir. 1972)).

20 Here, the Settlement resulted from extensive arm’s length settlement negotiations between
21 qualified and experienced counsel, with the assistance of a well-respected mediator, and is fair, adequate,
22 and reasonable for all Settlement Class members. While Plaintiff maintains that his claims are
23 meritorious, Plaintiff acknowledges that his position includes substantial risks and uncertainty, which
24 justifies a downward departure from the maximum exposure that Plaintiff calculated each claim carried.

25 As detailed in Plaintiff’s Motion for Preliminary Approval, there is significant risk of non-
26 certification and/or not prevailing on the merits with respect to each of Plaintiff’s claims. For example,
27 with respect to Plaintiff’s claim that Defendant failed to pay for all hours worked, Trail Lines contends
28 that the Settlement Class was properly classified as independent contractors and was compensated

1 appropriately based on the Contractors Operating Agreement. Lidman Decl., ¶ 19. Additionally, Trail
2 Lines contends that even if the drivers were employees, they were still compensated for all minimum
3 wages owed because they were paid for stops and miles and the stop pay included pay for all activities
4 related to a delivery, including pre- and post-trip truck inspections, time spent fueling the trucks, time
5 spent completing paperwork, and time spent maintaining or washing the trucks. *Id.* Lastly, Trail Lines
6 contends that it entered into valid and enforceable release agreements with 63 of the 68 class members,
7 such that there cannot be any liability at all for alleged unpaid minimum wages. *Id.*

8 As for Plaintiff's reimbursement of business expenses and unlawful deductions claims, Trail Lines
9 counters that any deductions from wages were lawful and were required or empowered by state or federal
10 law. Lidman Decl., ¶ 21. Trail Lines also asserts that any deductions from wages were expressly
11 authorized in writing by Plaintiff and the Settlement Class. *Id.* Trail Lines further asserts that AB5 does
12 not apply because it qualifies for the business-to-business exception, meaning that the *Borello* test applies
13 which it contends it can satisfy; as such, any deductions were appropriate because the Settlement Class
14 Members were indeed independent contractors. *Id.* Lastly, Trail Lines contends that it entered into valid
15 and enforceable release agreements with 63 of the 68 class members, such that there cannot be any
16 liability at all for alleged unreimbursed expenses. *Id.*

17 As for Plaintiff's wage statement claim, Trail Lines argues that its alleged wage statement
18 violations could not be shown to be "knowing and intentional," and that Plaintiff cannot show that he or
19 any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required
20 by Lab. Code § 226(e) for imposition of penalties. Lidman Decl., ¶ 23. Trail Lines further asserts that
21 AB5 does not apply because it qualifies for the business-to-business exception, meaning that the *Borello*
22 test applies which it contends it can satisfy; as such, it was not required to issue 226-compliant statements
23 because the Settlement Class Members were indeed independent contractors. *Id.* Lastly, Trail Lines
24 contends that it entered into valid and enforceable release agreements with 63 of the 68 class members,
25 such that there cannot be any liability at all for alleged unlawful wage statements. *Id.*

26 As for Plaintiff's waiting time penalties claim, Trail Lines asserts it has strong defenses to the
27 waiting time claim because there exist good-faith disputes as to Plaintiff's underlying claims, precluding
28 imposition of penalties. Lidman Decl., ¶ 25; *See also* 8 Cal. Code Regs. § 13520 (a "good faith dispute

1 that any wages are due will preclude imposition of waiting time penalties”); *Kao v. Joy Holiday*, 12
2 Cal.App.5th 947, 963 (2017) (holding that “good faith dispute” over whether employee was exempt
3 precluded imposition of waiting time penalties over contested wages owed). Trail Lines further asserts
4 that AB5 does not apply because it qualifies for the business-to-business exception, meaning that the
5 *Borello* test applies which it contends it can satisfy; as such, Labor Code section 203 does not apply
6 because the Settlement Class Members were indeed independent contractors. Lidman Decl., ¶ 25. Lastly,
7 Trail Lines contends that it entered into valid and enforceable release agreements with 63 of the 68 class
8 members, such that there cannot be liability under Labor Code section 203 for most of the group. *Id.*

9 As for Plaintiff’s PAGA claim, Trail Lines argues that Plaintiff’s PAGA claim will fail for the
10 same reasons that his underlying claims will fail. Lidman Decl., ¶ 27; *see Price v. Starbucks Corp.* (2011)
11 192 Cal.App.4th 1136, 1147 (“Because the underlying causes of action fail, the derivative UCL and
12 PAGA claims also fail.”). Trail Lines also maintains that, given its good faith defenses, this Court would
13 exercise its discretion to substantially reduce any PAGA penalties if it were to find Trail Lines liable for
14 any of Plaintiff’s claims, and would start the reduction at the \$5,000 exposure rather than \$15,000
15 exposure per violation. Lidman Decl., ¶ 27; *See* Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit*
16 *Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties); *Fleming v.*
17 *Covidien Inc.* (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4
18 (reducing PAGA penalties from \$2.8 million to \$500,000).

19 These considerations not only bore heavily on the negotiations leading to the Settlement, but also
20 confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further
21 litigation. As detailed in Plaintiff’s Motion for Preliminary Approval, Plaintiff carefully vetted the claims
22 at issue and conducted a detailed statistical analysis of the extrapolated class-wide data to arrive at the
23 calculated damages figures. Thus, while these risks are far from exhaustive, they demonstrate that the
24 Settlement is fair, adequate, and reasonable in view of them.

1 2. *The Settlement Fairly, Reasonably, and Adequately Compensates Class*
2 *Members Because Each Participating Class Member Will Be Paid Based on the*
3 *Extent of His or Her Injury*

4 Individual settlement payments are calculated based on whether the Settlement Member received
5 any portion of the previously Paid Settlement Amount, and the number of workweeks worked by each
6 Settlement Class member. *See* Settlement ¶ 3.2.4. This method of distribution compensates Settlement
7 Class members based on the estimated extent of their injuries, as Settlement Class members who did not
8 receive any portion of the previously Paid Settlement Amount will receive an amount equal to what they
9 would have received under Defendant’s formula used to pay the Paid Settlement Amount. Once that is
10 taken into account, Settlement Class members who worked more workweeks, who would have been
11 subject to more of the alleged wage and hour violations than those who worked fewer shifts, will receive
12 a portion of the Net Settlement Amount proportional to the number of workweeks worked during the
13 Class Period. Thus, the formula for compensating Settlement Class Members is fair, adequate, and
14 reasonable, as it is tethered to the damages and penalties that could be recovered by them.

15 3. *The 100 Percent Participation Rate Further Confirms that the Settlement is*
16 *Fair, Adequate, and Reasonable*

17 Class members’ response to a settlement is relevant in evaluating whether it merits final approval.
18 *Dunk, supra*, 48 Cal.App.4th at 1801. The lack of objections and requests for exclusion supports a
19 fairness presumption. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
20 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a
21 “particularly impressive” favorable response from class members). Here, as of the filing of this Motion,
22 not a single Settlement Class Member has objected to the Settlement or has elected to opt-out, and none
23 of the 68 Class Notices were returned undeliverable. Gonzalez Decl., ¶¶ 6-9. The extremely favorable
24 response of the Settlement Class further confirms that the Settlement is fair, adequate, and reasonable.

25 C. **The Requested Award of Attorneys’ Fees is Reasonable as a Percentage of the**
26 **Common Fund Confirmed by a Lodestar Cross-Check**

27 Plaintiff and the Settlement Class, as the prevailing parties in settlement, are entitled to recover
28 their attorneys’ fees and costs for their wage claims. *See* Lab. Code §§ 218.5, 226(e) and 2699(g). A fee

award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See, e.g., Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Community for Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983). When a settlement results in a common fund for the benefit of a class, class counsel may be awarded fees as a percentage of the common fund. *See Wershba, supra*, 91 Cal.App.4th at 254 (recognizing the “percentage of recovery” method). The California Supreme Court confirmed in *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th 480, 506 (2016), that “[t]he percentage of fund method survives in California class action cases.” Specifically, the *Laffitte* Court held:

The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—convince us the percentage method is a valuable tool that should not be denied our trial courts.”

Id. at 503 (internal citation omitted); *see also, e.g., Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) (“when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney’s fees out of the fund.”); *Serrano v. Unruh*, 32 Cal.3d 621, 627 (1982) (in awarding a fee from the common fund obtained for the benefit of all parties, the trial court acts within its equitable power to prevent the other parties’ unjust enrichment.); *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the percentage of the fund method for calculating attorneys’ fees more accurately reflects the results achieved for the putative class than the lodestar method and “establishes reasonable expectations on the part of plaintiffs’ attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation.”); *In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 300 (3rd Cir. 2005) (“The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund ‘in a manner that rewards counsel for success and penalizes it for failure.’”) (citation omitted).

Laffitte also held that trial courts have discretion to assess reasonableness of fee awards with tools such as the “lodestar cross-check,” whereby the trial court calculates class counsel’s lodestar (hours

1 worked multiplied by hourly rate) and determines whether the “lodestar multiplier” needed to bring the
2 lodestar on par with the percentage of recovery is reasonable. *Laffitte* at 503-06. While a trial court may
3 utilize the lodestar cross-check, it need not do so. *Id.* at 506 (“[w]e hold further that trial courts have
4 discretion to conduct a lodestar cross-check on a percentage fee, as the court did here; they also retain the
5 discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a
6 requested percentage fee.”)

7 Here, Class Counsel’s fee request of \$127,250.00 (one-third of the Total Settlement Amount) is
8 fair and reasonable based on a percentage of the recovery confirmed with a lodestar cross-check. First,
9 “regardless whether the percentage method or the lodestar method is used, fee awards in class actions
10 average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008);
11 *see also, e.g., Cicero v. DirectTV, Inc.*, No. EDCV 07-1182, 2010 WL 2991486 at * 7 (C.D. Cal. July 27,
12 2010) (observing that “30-50% [is] commonly awarded in cases in which the common fund is relatively
13 small” and that in California, “courts usually award attorneys’ fees in the 30-40% range in wage and hour
14 class actions...”); *Williams v. Costco Wholesale Corp.*, No. 02-cv-2003 IEG (AJB), 2010 WL 2721452
15 at * 6 (S.D. Cal. July 7, 2010) (collecting cases where courts awarded between 33.33% and 40% in
16 attorneys’ fees in wage and hour class actions). This is also consistent with Class Counsel’s experience
17 in similar wage and hour class action matters. *See* Lidman Decl., ¶ 28. Thus, the percentage sought by
18 Class Counsel here (the same percentage sought by class counsel in *Laffitte*) is reasonable.

19 Next, as stated, under the lodestar method the court computes the “lodestar” amount by
20 multiplying the number of hours reasonably expended by each attorney or legal staff member by their
21 reasonable hourly rates. *See, e.g., Serrano v. Priest* 20 Cal.3d 25, 48 (1977). The court then can enhance
22 this lodestar figure by a “multiplier” to account for a range of factors, such as the novelty and difficulty
23 of the case, its contingent nature, and the degree of success achieved. *Id.* at 49; *Ketchum v. Moses*, 24
24 Cal.4th 1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank*, 92 Cal.App.4th 819, 834 (2001) (“There is
25 no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or
26 decrease a lodestar calculation”).

27 Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez*,
28 *supra*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *City of Oakland v. Oakland*

1 *Raiders*, 203 Cal.App.3d 78 (1988) (approving multiplier of ~2.34); *Coalition for L. County Planning*
2 *etc. Interest v. Bd. of Supervisors*, 76 Cal.App.3d 241, 251 (1977) (approving multiplier of ~2.04). In
3 class actions such as this one, where the value of the benefit conferred to the class “can be monetized
4 with a reasonable degree of certainty,” a court may “adjust the lodestar in comparison to a percentage of
5 the common fund to ensure that the fee awarded is reasonable and within the range of fees freely
6 negotiated in the legal marketplace in comparable litigation.” *Consumer Privacy Cases*, 175 Cal.App.4th
7 545, 557 (2009). In doing so, “the court determines, retrospectively, whether the litigation involved a
8 contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in
9 order to approximate the fair market for such services.” *Id.* at 556; *see also Laffitte, supra*, 1 Cal.5th at
10 503-05.

11 Additionally, Class Counsel submits that the request for attorneys’ fees is reasonable when viewed
12 as an overall percentage of the settlement in light of the substantial risks, significant work undertaken, the
13 extremely positive results obtained for the class, and the efficiency with which the Parties conducted the
14 litigation. Additionally, *Tipton-Whittingham v. City of Los Angeles*, 34 Cal.4th 604, 608 (2004), the
15 California Supreme Court held, “California law continues to recognize the catalyst theory and does not
16 require ‘a judicially recognized change in the legal relationship between the parties’ as a prerequisite for
17 obtaining attorney fees under [CCP] section 1021.5.” According to the Court, “In order to obtain attorney
18 fees [in such circumstances]..., a plaintiff must establish that (1) the lawsuit was a catalyst motivating the
19 Defendant to provide the primary relief sought; (2) that the lawsuit had merit and achieved its catalytic
20 effect by threat of victory, not by dint of nuisance and threat of expense...; and (3) that the plaintiffs
21 reasonably attempted to settle the litigation.” *Id.* Plaintiff satisfies these requirements.

22 Here, after Plaintiff filed his Complaint, Trail Lines began offering individual settlements to all
23 independent contractors, together with a document that explicitly mentioned this litigation, implicitly
24 acknowledging that this lawsuit was the catalyst for the payments. Lidman Decl., ¶ 36. The document
25 included a release of claims, which also made explicit reference to this lawsuit. *Id.* In total, Trail Lines
26 paid \$21,750.00 as release consideration after this lawsuit was initiated, over and above the monetary
27 relief to be paid under the Settlement. *Id.* In sum, the filing of this lawsuit was the catalyst that activated
28 Trail Lines to provide substantial monetary benefit to its employees. *Id.* Therefore, it is appropriate to

1 anchor Plaintiff's counsel's fee award on the *total* benefit that was achieved on behalf of Settlement Class
2 members.

3 In this case, Class Counsel have a lodestar of \$143,080.00 which results in a multiplier of
4 approximately 1.12 compared to the \$127,250.00 fee request. Lidman Decl., ¶ 32. A summary showing
5 the number of hours of work performed by each attorney and paralegals is set forth below. The billing
6 rates used are reasonable especially in light of the hourly rates identified based on years of experience in
7 the *Laffey* Matrix, submitted concurrently herewith. *Id.*, Exh. F.

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27th Year Attorney)	\$900	76.1	\$68,490.00
Paul K. Haines (18th Year Attorney)	\$800	17.3	\$13,840.00
Milan Moore (9th Year Attorney)	\$650	56.2	\$36,530.00
Tiara Gose-Hardy (6th Year Attorney)	\$525	37.6	\$19,740.00
Paralegals	\$200	22.4	\$4,480.00
Total Lodestar			\$143,080.00

15 The fee award requested here is justified because Class Counsel achieved a significant monetary
16 recovery for the Settlement Class in an uncertain and risky case, while bearing the substantial burdens of
17 representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino v.*
18 *Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002) (finding that exceptional results in a contingency
19 case, significant risk and the absence of supporting precedents, are proper considerations in awarding
20 attorneys' fees). First, Class Counsel negotiated a substantial recovery for the Settlement Class, resulting
21 in a current participation rate of 100 percent, and not a single Settlement Class member has objected to
22 the Settlement or to Class Counsel's requested fees as of the date of this filing. *See* Gonzalez Decl., ¶¶
23 7-9. Additionally, the *average* settlement payment in this case of approximately \$2,669.00 is well above
24 settlement payments in similar wage and hour class action settlements. *See, e.g., Sorenson v. PetSmart,*
25 *Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action settlement
26 approved where average class member recovery was approximately \$60); *Schiller v. David's Bridal, Inc.*,
27 No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *17 (E.D. Cal. 2012) (finding that average payment
28

1 to class members of less than \$200 was a “good” result); *Williams v. Centerplate, Inc.*, Nos. 11-CV-2159-
2 H-KSC, 12-CV-0008-H-KSC, 2013 WL 4525428, at *4 (S.D. Cal. 2013) (granting final approval of class
3 action settlement where average recovery for each class member was approximately \$108). The fact that
4 Class Counsel achieved these results without engaging in a protracted legal battle, in the face of serious
5 defense challenges and an uncertain legal landscape confirms the strength of the results achieved.

6 As discussed above, this case presented significant risk as to both class certification and merits
7 considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class
8 Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation
9 and expending considerable effort, all while working on a pure contingency basis. Since undertaking
10 representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any
11 compensation for over two years of work. Lidman Decl., ¶ 32. During this time, Class Counsel have
12 expended \$15,208.38, in actual costs, have devoted substantial time to this litigation and expect to incur
13 approximately \$450.00 in future costs for filing the instant motion, filing the final declaration regarding
14 distribution of settlement, Case Anywhere fees, service and messenger fees, and/or postage fees. Lidman
15 Decl., ¶ 30, Exh. E. Class Counsel’s efforts have included conducting pre-filing investigation, analyzing
16 Plaintiff’s claims, conducting legal research, reviewing Defendant’ documents and policies, analyzing
17 timekeeping data and payroll records, creating a comprehensive damages model, drafting a mediation
18 brief, preparing for and attending mediation, negotiating and preparing the long-form settlement
19 agreement, preparing the Motions for Preliminary and Final Approval, overseeing the settlement
20 administration process, and otherwise litigating this case. *See* Lidman Decl., ¶ 29. Given the considerable
21 potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or
22 merits issues, the contingent risk borne by Class Counsel was great.

23 Class Counsel’s previous experience in litigating wage and hour class actions also supports the
24 reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and
25 hour class action litigation, with substantial experience litigating claims of misclassification, unpaid
26 wages, and related penalties. *See* Lidman Decl., ¶¶ 3-8; Declaration of Paul K. Haines (“Haines Decl.”),
27 ¶¶ 3-8; Declaration of Milan Moore (“Moore Decl.”), ¶¶ 2-5; and Declaration of Tiara Gose-Hardy
28 (“Gose-Hardy Decl.”), ¶¶ 2-4. They have been certified as class counsel in numerous other cases. *Id.*

1 Their experience in similar matters was integral in evaluating the strengths and weaknesses of the case
2 against Defendant and the reasonableness of the Settlement. *See* Lidman Decl., ¶ 31. Practice in the
3 narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving
4 substantive state and federal law, as well as the procedural law of class action litigation. *Id.* Because it
5 is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, a
6 fee award of one-third of the Class Settlement Amount is reasonable.

7 Other factors also show that the fee amount requested in this case is reasonable under the
8 circumstances. This case involved nuanced legal issues including questions surrounding the classification
9 of workers and the propriety of statutory penalties, to name just a few. Lidman Decl., ¶¶ 18-27. Thus,
10 Class Counsel’s requested fee award is fair, reasonable, and adequate and should be approved.

11 **D. The Requested Cost Amount Warrants Final Approval as Fair, Adequate, and**
12 **Reasonable**

13 Class Counsel seek reimbursement of \$15,658.38 (including anticipatory fees and expenses
14 related to the instant motion and other future activity in this case) in litigation costs. Class Counsel’s
15 request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred.
16 *See* Lidman Decl., ¶ 30; Exh. E. Moreover, the costs Plaintiff seeks are the types of costs routinely
17 approved by courts. *See, e.g., Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover
18 “those out-of-pocket expenses that would normally be charged to a fee paying client”); *Ashker v. Sayre*,
19 No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011)(“costs of reproducing pleadings, motions
20 and exhibits are typically billed by attorneys to their fee-paying clients” and are reimbursable); *Trustees*
21 *of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59 (9th
22 Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation*, 497 F.
23 Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal research,
24 copies, postage, filing fees, messenger and overnight delivery costs are reimbursable). Because the
25 expense reimbursements requested by Class Counsel were reasonably incurred, and as of the date of filing
26 no Settlement Class member has objected to them, Plaintiff respectfully requests the Court grant the
27 request for actual costs incurred.
28

1 **E. The Court Should Finally Approve the Requested Administration Costs**

2 Plaintiff also requests that the Court approve \$5,995.00 in administration costs to the Settlement
3 Administrator, Phoenix Settlement Administrators (“PSA”). As detailed in the declaration of Mayra
4 Gonzalez on Behalf of PSA submitted herewith, PSA performed duties in connection with this Settlement
5 that were integral in effectuating the Settlement and the Notice process. *See* Gonzalez Decl., ¶ 2. Among
6 other things, PSA calculated each Settlement Class member’s individual settlement payment, updated
7 addresses contained in the class data supplied by Defendant, formatted the Class Notices for mailing,
8 mailed Class Notices to all 68 Settlement Class members in English and Spanish, maintained an
9 information website, kept the parties informed of any objections or requests for exclusion, and have
10 otherwise administered the Settlement. *See* Gonzalez Decl., ¶¶ 2-13.

11 For these reasons, PSA’s requested costs are fair, reasonable, and adequate, and should be finally
12 approved.

13 **F. This Court Should Finally Approve Plaintiff’s Requested Service Award Because It**
14 **Is Fair, Adequate, and Reasonable in View of Plaintiff’s Efforts and the Risks that**
15 **He Assumed on Behalf of the Class**

16 Courts routinely approve service payments to compensate named plaintiffs for the services they
17 provide and the risks they incur during class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange*,
18 115 Cal.App.4th 715, 726 (2004) (upholding “service payments” to named plaintiffs for their efforts in
19 bringing the case); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294 (N.D. Cal. 1995) (approving
20 \$50,000 service payment).

21 Here, Plaintiff seeks a service award of \$7,500.00, and believes this request is reasonable given
22 Plaintiff’s efforts in this case and the risks he undertook on behalf of Settlement Class members. Lidman
23 Decl., ¶ 38; Declaration of Venancio Carrera (“Carrera Decl.”), ¶¶ 6-10. Plaintiff gathered documents for
24 use in the lawsuit and attended several meetings with Class Counsel discussing the case, the merits, the
25 defenses, and the overall fairness of the settlement reached. *Id.* Moreover, after receiving notice of the
26 proposed Class Representative Service Award for Plaintiff, no Settlement Class member has objected to
27 the proposed award, as of the date of this filing. *See* Gonzalez Decl., ¶¶ 7-9. Thus, the service award to
28

1 Plaintiff is appropriate and justified as part of the Settlement and should be finally approved. The class
2 has benefited from Plaintiff's actions, as the average settlement amount is \$2,669.00.

3 Further, Plaintiff understood that the lawsuit is a matter of public record and being part of the
4 lawsuit could stigmatize him and/or affect future employment. *See* Lidman Decl., ¶ 38; Carrera Decl., ¶
5 8. Plaintiff also understood the risk that he could be liable for Defendant's costs if he lost the case. *See*
6 Carrera Decl., ¶ 7. Plaintiff accepted these risks and burdens because he wanted Defendant to compensate
7 its current and former employees for unpaid wages. *Id.* Plaintiff estimates he spent twelve (12) to fifteen
8 (15) hours on activities related to this case. *Id.* at ¶ 8.

9 Moreover, Plaintiff has agreed to release, in addition to the released claims included within the
10 Settlement, all claims, whether known or unknown, under federal, state, or local law against Defendant
11 and the Released Parties. Settlement ¶ 5.1.1. Plaintiff's release includes unknown claims and, as a result,
12 he is waiving all rights and benefits afforded by Section 1542 of the California Civil Code. *Id.*

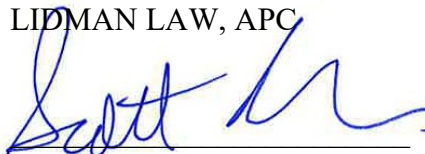
13 **V. CONCLUSION**

14 For the reasons stated herein, Plaintiff respectfully submits that this Court should grant Plaintiff's
15 motion in its entirety and adopt the [Proposed] Order Granting Plaintiff's Motion for Final Approval of
16 Class Action Settlement and Final Judgment submitted herewith.

17
18 Dated: February 5, 2026

Respectfully submitted,
LIDMAN LAW, APC

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20 By:


Scott M. Lidman

21 Attorney for Plaintiff
22 VENANCIO CARRERA
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