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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES — SPRING STREET COURTHOUSE

CHRISTIAN MICHAEL SPENCER-ROCHESTER, an individual, on behalf of himself and all other similarly situated non-exempt former and current employees;

Plaintiffs,

v.

FISHER INDUSTRIES, a Company of Unknown Jurisdiction; FISHER SAND & GRAVEL CO., a North Dakota Corporation; SOUTHWEST CONCRETE PAVING CO., an Arizona Corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No: 23STCV26253
Hon.: HON. WILLIAM F. HIGHBERGER
Dept.: 10 (SSC)

CLASS ACTION

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND ENHANCEMENT AWARDS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

[*Filed Concurrently with Declaration of Grant Joseph Savoy, Esq.; Declaration of Plaintiff Christian Michael Spencer-Rochester; Declaration of Settlement Administrator; and [Proposed] Order and Judgment*]

Date: November 24, 2026
Time: 11:00AM
Dept.: 10 (SSC)
Judge: Hon. William F. Highberger

Action Filed: October 26, 2023
Trial Date: None Set

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

PLEASE TAKE NOTICE that, on November 24, 2026 at 11:00AM, or as soon thereafter as this matter may be heard, in Department 10 of the above-captioned courthouse, located at Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012, Plaintiffs Christian Michael Spencer-Rochester ("Plaintiff" or "Spencer-Rochester"), will, and hereby do, move this Court for final approval of the Amended Class Action and PAGA Settlement Agreement ("Settlement" and/or "Agreement") reached by the parties in the above-captioned litigation. Plaintiff moves the Court for entry of an order and judgment providing for the following:

1. Granting final approval of the terms of the Settlement as fair, adequate, and reasonable to all parties and to all Participating Class Members;

2. Certifying the Class for settlement purposes only;

3. Finding that the notice distributed to Class Members, pursuant to the Court's Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement, dated July 31, 2026, constituted the best notice practicable under the circumstances;

4. Approving payment of Individual Settlement Payments to Participating Class Members pursuant to the terms of the Settlement;

6. Approving payment of a Class Representative Service Award to the named Plaintiff in the amount of $7,500.00;

7. Awarding Class Counsel attorney's fees in the amount up to one-third of the Gross Settlement Amount for a maximum fee award of Four Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Zero Cents ($483,333.33), plus an award of actual costs and reimbursement of reasonable litigation costs not to exceed Twenty Thousand Dollars ($20,000);

8. Approving payment of Settlement Administration Costs to Phoenix Settlement Administrators, Class Action Settlement Administrators in the amount of Ten Thousand, Five Hundred Dollars ($10,500.00).

The motion will be based upon this Notice, the attached Memorandum of Points and Authorities, the accompanying Declaration of Grant Joseph Savoy, Declaration of Plaintiff Spencer-Rochester, Declaration of Jarrod Salinas Regarding Notice and Settlement Administration (Phoenix Settlement

Administrators), the Class Action Settlement Agreement, the complete files and records of this case, and any other evidence or oral argument which may be considered by the Court at the time of the hearing.

Dated: October 30, 2026

SOLOUKI | SAVOY, LLP

/s/ Grant Joseph Savoy, Esq.
SHOHAM J. SOLOUKI, ESQ.
GRANT JOSEPH SAVOY, ESQ.
Attorneys for Plaintiffs and Those Similarly Situated

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This motion is brought by Plaintiff Spencer-Rochester, in the matter of *"Christian Michael Spencer-Rochester, et al. vs. Fisher Industries, et al."* LASC Case No. 23STCV26253 (the "Action"), which is a wage and hour class action and Private Attorneys General representative action brought on behalf of all current and former non-exempt California employees who worked for Defendants Fisher Sand & Gravel Co. ("Defendant" and/or "FSG") and/or Southwest Concrete Paving Co. ("Defendant" and/or "SCP") at any time from October 26, 2019 through May 30, 2026. The Action primarily alleges that Defendant failed to provide Plaintiff and the class he seeks to represent with legally required meal and rest periods, failed to pay their overtime and off-the-clock wages, failed to maintain required employment records, provided inaccurate wage statements, and failed to timely compensate former employees for all wages owed upon section of employment. Plaintiff and Defendants (collectively, the "Parties") entered into an AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT ("Settlement" and/or "Agreement"), which provides for a non-reversionary, Gross Settlement Amount ("GSA") of One Million, Four Hundred Fifty Thousand Dollars and Zero Cents ($1,450,000.00). On July 31, 2026, the Court granted preliminary approval of the Settlement. Plaintiffs now seek an order granting final approval of the Settlement, including an award of attorney's fees and costs.

The Settlement Class is composed of approximately 1,127 current and former employees of Defendant working as hourly non-exempt employees, in the State of California at any time from October 26, 2019 through May 30, 2026, inclusive (the "Class Period"). A presumption of fairness exists because the Settlement was reached through extensive, arm's-length negotiations. Sufficient investigation and discovery allowed Class Counsel to act intelligently. Class Counsel is experienced in similar wage and hour class litigation, and there are no objections to the Settlement at the time of filing these papers.

The Settlement provides substantial benefits to Class Members. The estimated average Individual Settlement Payment will be approximately $779.65, with the highest estimated Individual Settlement Payment amounting to approximately $8,185.32. The lowest Individual Settlement Payment to a class member that worked only one (1) week in the class period is approximately $25.11. Furthermore, the Settlement has been favorably received by Class Members. Of the total 1,130 Class Members, not a single

individual objected to the terms of the Settlement and only three (3) Class Members opted out of the Settlement, at the time of filing these papers.

Plaintiff's Counsel's request in an amount not to exceed Four Hundred Eighty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($483,333.33) in attorney's fees and reimbursement of litigation costs in the amount of Twenty Thousand Dollars $20,000.00, is reasonable, especially given that Plaintiffs' Counsel have spent $26,004.35 in costs associated with the prosecution of these Actions. The amount of attorney's fees, which amounts to one third (1/3) of the common fund, is well within the range generally sought and approved in class actions. The amount of fees requested is also reasonable given Class Counsel's lodestar of $356,400.00, based upon a total of 396.0 billable hours at hourly rates recently approved by the California courts.

Because the Settlement is fair, adequate, and reasonable, and it is in the best interests of Class Members, Plaintiffs respectfully requests that the Court grant final approval and enter the concurrently filed Order and Judgment.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The Parties

Plaintiff Spencer-Rochester is a former non-exempt employee of Defendants Fisher Sand & Gravel ("FSG") and Southwest Concrete Paving Co. ("SCP") (all Defendants referred to jointly as "Defendants" and Plaintiff and Defendants referred to collectively as the "Parties"), who worked for Defendants as a non-exempt hourly construction worker assigned to work as a heavy equipment operator. Plaintiff's job duties while employed by Defendants were, among other things, highway construction and repair work, such as heavy-duty excavation. Plaintiff worked for Defendants' at multiple sites in the state of California. (*Grant Savoy Declaration* ("*Savoy Decl*."), at ¶ 6.)

B. The Complaints

On or about October 26, 2023, Plaintiff Spencer-Rochester filed a complaint in the Superior Court of the State of California, County of Los Angeles, entitled, "*Christian Michael Spencer-Rochester, et al. vs. Fisher Industries, et al.*" LASC Case No. 23STCV26253 (the "Action"). The operative Second Amended Complaint, filed by Plaintiff on or about February 9, 2026 via stipulation of the Parties asserts Twelve (12) causes of action for: (1) failure to pay overtime wages; (2) failure to provide meal breaks: (3)

failure to provide rest breaks; (4) failure to provide recovery period breaks; (5) waiting time penalties; (6) failure to pay all hours worked; (7) failure to provide accurate wage statements; (8) failure to indemnify employees; (9) violation of Cal. Bus. & Prof. Code section 17200; (10) payment of wages lower than designated by statute; (11) violation of Cal. Labor Code sections 6401.7, 6401.9, and 6317(d); and (12) penalties pursuant to the Private Attorneys General Act ("PAGA"). (*Savoy Decl*., at ¶¶ 4, 5.)

C. Discovery and Investigation

Prior to the Settlement, Plaintiff's counsel conducted an investigation into the claims alleged by Plaintiff, conducted legal research, and engaged in extensive formal and informal discovery. Prior to mediation, the Parties met and conferred regarding the scope of discovery necessary for the Parties to engage in a productive mediation. It was agreed that the Parties would exchange agreed upon documents and class records/data prior to mediation. (*Savoy Decl.*, at ¶ 8.)

Pursuant to the Parties' pre-mediation agreement, Defendants produced all of Plaintiff's personnel file, payroll and timekeeping records; all policies regarding timekeeping, meal and rest breaks, and other written policies related to the claims asserted by Plaintiff (approximately 600 pages of records), as well as an approximate 25% sampling of timekeeping and payroll records of the class period, amounting to over 30,000 lines of data. (*Savoy Decl.*, at ¶ 9.)

Through discovery and investigation, my office was able to identify multiple current and former employees of Defendants that provided valuable information that allowed my office and our expert to clarify any apparent discrepancies in the data provided by Defendants. (*Savoy Decl.*, at ¶ 10.)

For example, Defendants' records, by their face, could not provide us with information regarding the alleged Off-The-Clock work or whether rest breaks were given in compliance with the applicable laws. Through the interviews conducted by Plaintiff's Counsel, it appeared that on average, the employees we spoke with conducted approximately 30 minutes of work while off-the-clock per shift. Further, it was determined that at least one rest break every shift was either missed, interrupted, or cut short due to the interviewed employees' work duties. This information simply could not have been known by the face of the records and standard written discovery. (*Savoy Decl.*, at ¶ 11.)

Plaintiff's statistical experts analyzed this information, including data for approximately 20,000 unique shifts, 5,350 workweeks, and 3,700 pay periods. Based on this analysis, Plaintiff's counsel was

able to evaluate the potential liability and damages for the Class Members. As such, Plaintiff's counsel was able to act intelligently and effectively in negotiating the proposed Settlement. (*Savoy Decl.*, at ¶ 12.)

D. Settlement Negotiations

The Settlement was reached following extensive negotiations during and after a full-day mediation with professional mediator Todd Smith, Esq. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The parties went into the mediation session willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate its position through trial and appeal if a settlement had not been reached. (*Savoy Decl.* ¶¶ 13 - 15.)

During mediation, Plaintiff strongly asserted the validity of his arguments and his assessment that this case could be worth a substantial amount of money. However, as the mediation progressed, Defendant presented their arguments as to various issues, and it became apparent that many issues would be highly disputed and could pose a risk to both parties in going forward with litigation. As a result, the parties agreed to resolve this matter. (*Id*.)

Moreover, all participating mediators presided over the back and forth exchange of information, and helped guide the parties towards what they believed, based on their experience, was a reasonable resolution given the disputed issues of liability. (*Id*.) After months of follow-up settlement negotiations, mediator Todd Smith, Esq. was able to guide the Parties to what he believed in his professional opinion to be a reasonable settlement in the amount of One Million Four Hundred and Fifty Thousand Dollars and Zero Cents ($1,450,000.00).

Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. (*Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447; *Mars Steel Corp. v. Continental Illinois Nat'l Bank & Trust Co.* (7th Cir. 1987) 834 F.2d 677, 682; *In re Chicken Antitrust Litig.* (N.D. Ga. 1980) 560 F. Supp. 957, 962.) Courts do not substitute their judgment for that of the proponents, particularly where, as here, settlement has been reached with the participation of experienced counsel familiar with the litigation. (*Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 528; *Hammon v. Barry* (D.D.C. 1990) 752 F. Supp. 1087, 1093; *Steinberg v. Carey* (S.D.N.Y. 1979) 470 F. Supp. 471, 478; *In re Armored Car Antitrust Litig*. (N.D. Ga. 1979) 472 F. Supp.

1357, 1368; *Sommers v. Abraham Lincoln Federal Sav. & Loan Ass'n* (E.D. Pa. 1978) 79 F.R.D. 571, 580.)

E. The Settlement Class

"Settlement Class" or "Class" or "Class Members" means all current and former non-exempt California employees who worked for Defendants at any time from October 26, 2019 through May 30, 2026. The Class is estimated to consist of 1,127 (three of the original 1,130 employees opted-out of the Settlement) employees in the Settlement with an estimated 34,995 workweeks, and includes 916 "PAGA Aggrieved Employees", defined as all nonexempt Class Members in California employed at any time from December 3, 2022 though May 30, 2026, who worked an estimated 26,825 PAGA pay periods. (*SA Decl.*, ¶¶ 2, 10-15; *Settlement*, sections 1.13 and 1.33.)

F. Preliminary Approval

On July 31, 2026, the Court granted preliminary approval of the Settlement.

III. SETTLEMENT TERMS

In exchange for a release of claims against Defendant, as set forth in the Settlement, the payment terms of the Settlement are as follows:

1. "Gross Settlement Amount" or "GSA" means One Million Five Hundred thousand Dollars and Zero Cents ($1,500,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 4.1 of the Settlement Agreement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Individual Settlement Payment (as defined below), and the Administration Expenses Payment. (*Settlement*, section 1.22.) In total, One Million, Four Hundred Fifty Thousand Dollars and Zero Cents is attributed to the Class Action and PAGA representative settlement fund. Subject to Court approval, this amount shall be allocated as follows:

2. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Individual Settlement Payment, and the Administration Expenses Payment. The remainder is to be paid to

Participating Class Members as Individual Class Payments. Specifically, after all of the aforementioned deductions from the GSA are accounted for, the NSA totals 878,666.67.

3. Subject to the Final Approval of the Settlement and the conditions specified in the Settlement Agreement, and in consideration of the mutual covenants and promises set forth therein, Defendants agree to make a payment or payments as set forth in the Settlement Agreement totaling the fixed amount of One Million, Four Hundred Fifty Thousand Dollars and Zero Cents ($1,450,000.00). The GSA shall fully satisfy Defendants' obligations for any and all payments, fees and costs identified in the Settlement Agreement, including, but not limited to, any payments to be made to the Named Plaintiff, Settlement Class Members, PAGA Members, the LWDA, Class Counsel's attorneys' fees and out-of-pocket litigation expenses and costs, and settlement administration costs. Other than employer-side payroll taxes, in no event shall Defendants be required to pay any amounts above the GSA under the Settlement Agreement except as set for in Section 4.1 thereto. The Parties agree, subject to Court approval, that the GSA shall be apportioned as set forth in the preliminarily approved Settlement Agreement.

4. The Escalator Clause of the Settlement Agreement indicates that if in the event the number of Class Period Workweeks exceeds 36,000 by more than 10% during the Class Period, then Defendants will increase the GSA on a proportional basis for every 1% increase over 10% (i.e., if there is an 11% increase in the number of workweekds between October 26, 2019 through May 30, 2026, the GSA will increase by 1%. Given that the total Workweeks in the Class Period was 34,995, the Escalator Clause was not triggered in this Action. (*SA Decl.*, at para. 12.)

IV. CLASS NOTICE HAS BEEN EFFECTUATED AND COMPORTS WITH CALIFORNIA LAW AND DUE PROCESS

To protect the rights of absent class members, the trial court must provide the best notice practicable to class members. (*See Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-175.) There is no requirement that all class members receive actual notice, whether by mail or some other means; rather, "individual notice must be provided to those class members who are identifiable through reasonable effort." (*Eisen*, 417 U.S. at 175.)

The notice plan, as approved by the Court at Preliminary Approval, has been fully implemented by the Settlement Administrator, Phoenix. On or about August 20, 2026, Phoenix received from Defendants'

counsel data for 1,130 Class Members, including their contact and the workweek information. (*SA Decl*., at ¶ 3.) Phoenix updated the mailing addresses utilizing the National Change of Address Database maintained by the U.S. Postal Service. (*Id*, at ¶ 4.) On or about September 21, 2026, Phoenix mailed Notice Packets containing the Notice of Class Action Settlement, in both English and Spanish, to all 2,872 Class Members. (*Id*, at ¶ 5.) The Notice Packet advised Class Members that they could take no action and become Settlement Class Members, opt-out of the settlement, dispute their Workweeks or contact information, or submit an objection postmarked by the Response Deadline of November 5, 2026. (*Id*, at ¶ 8.)

As of October 29, 2026, eleven (11) Notice Packets have been returned to Phoenix. (*Id*, at ¶ 6.) As of October 29, 2026, Phoenix has received three (3) valid Request for Exclusion from a Class Member opting out of the Settlement. (*Id*, at ¶ 8.) As of October 29, 2026, Phoenix has received zero (0) objections to the Settlement and zero (0) disputes regarding the payment information. (*Id*, at 9 and 10.) If the Court approves Class Counsel's requested award of attorney's fees and costs, the Class Representative Service Awards, and the Settlement Administration Costs, then the average estimated Individual Settlement Payment will be approximately $779.65, and the highest estimated Individual Settlement Payment will be approximately $ 8,185.32. (*SA Decl*., at ¶ 14.) Since there will be no residue from the fund, there will necessarily be no Reapportioned Settlement Payments to Class Members.

V. FINAL APPROVAL OF THE SETTLEMENT IS APPROPRIATE

The trial court has broad discretion to determine whether a proposed class action settlement is fair. (*Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1138.) There is a presumption of fairness of a class action settlement when: (1) the settlement is reached as a result of arm's length negotiations; (2) there has been sufficient investigation and discovery; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) Before approving a class action settlement, a trial court must develop an understanding "of the amount that is in controversy and the realistic range of outcomes of the litigation." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 120.) However, the parties need not provide an explicit statement of the maximum amount plaintiffs could have potentially recovered. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.)

A. <u>The Proposed Settlement Was Reached Through Arm's Length Bargaining</u>

The Settlement was reached following extensive negotiations during and after private mediations with professional mediator Todd Smith, Esq. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The parties went into the mediation session willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate its position through trial and appeal if a settlement had not been reached. (*Savoy Decl.* ¶¶ 13 - 24.)

During mediation, Plaintiffs strongly asserted the validity of their arguments and their assessment that this case could be worth a substantial amount of money. However, as the mediation progressed, Defendant presented its arguments as to various issues, and it became apparent that many issues would be highly disputed and could pose a risk to both parties in going forward with litigation. After approximately four (4) months of subsequent follow up settlement discussions overseen by Todd Smith, the Parties were able to reach an agreement to resolve the Action based on the terms set forth herein and in the Settlement Agreement for the Gross Settlement Amount ("GSA") of One Million, Four Hundred Fifty Thousand Dollars ($1,450,000.00), which is allocated to the class action and PAGA claims in this Action. (*Savoy Decl.* ¶ 14.)

During and after the mediation, Mr. Smith presided over the back and forth exchange of information, and helped guide the parties towards what he believed, based on his experience, was a reasonable resolution given the disputed issues of liability. Further, the Parties engaged in several months of continued settlement discussions after the conclusion of mediation, to ensure that the current long-form agreement presented to this Court for approval. (*Savoy Decl., Id*.)

Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. (*Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447; *Mars Steel Corp. v. Continental Illinois Nat'l Bank & Trust Co.* (7th Cir. 1987) 834 F.2d 677, 682; *In re Chicken Antitrust Litig.* (N.D. Ga. 1980) 560 F. Supp. 957, 962.) Courts do not substitute their judgment for that of the proponents, particularly where, as here, settlement has been reached with the participation of experienced counsel familiar with the litigation. (*Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 528; *Hammon v. Barry* (D.D.C. 1990) 752 F. Supp. 1087, 1093; *Steinberg v. Carey* (S.D.N.Y. 1979) 470 F. Supp. 471, 478; *In re Armored Car Antitrust Litig*. (N.D. Ga. 1979) 472 F. Supp.

1357, 1368; *Sommers v. Abraham Lincoln Federal Sav. & Loan Ass'n* (E.D. Pa. 1978) 79 F.R.D. 571, 580.)

B. Settlement Negotiations Were Conducted Based on Sufficient Investigation and Discovery

Prior to the Settlement, Plaintiff's counsel conducted an investigation into the claims alleged by Plaintiff, conducted legal research, and engaged in extensive formal and informal discovery. Prior to mediation, the Parties met and conferred regarding the scope of discovery necessary for the Parties to engage in a productive mediation. It was agreed that the Parties would exchange agreed upon documents and class records/data prior to mediation. (*Savoy Decl.*, at ¶ 8.)

Pursuant to the Parties' pre-mediation agreement, Defendants produced all of Plaintiff's personnel file, payroll and timekeeping records; all policies regarding timekeeping, meal and rest breaks, and other written policies related to the claims asserted by Plaintiff (approximately 600 pages of records), as well as an approximate 25% sampling of timekeeping and payroll records of the class period, amounting to over 30,000 lines of data. (*Savoy Decl.*, at ¶ 9.)

Through discovery and investigation, my office was able to identify multiple current and former employees of Defendant that provided valuable information that allowed my office and our expert to clarify any apparent discrepancies in the data provided by Defendant. (*Savoy Decl.*, at ¶ 10.)

For example, Defendants' records, by their face, could not provide us with information regarding the alleged Off-The-Clock work or whether rest breaks were given in compliance with the applicable laws. Through the interviews conducted by Plaintiff's Counsel, it appeared that on average, the employees we spoke with conducted approximately 30 minutes of work while off-the-clock per shift. Further, it was determined that at least one rest break every shift was either missed, interrupted, or cut short due to the interviewed employees' work duties. This information simply could not have been known by the face of the records and standard written discovery. (*Savoy Decl.*, at ¶ 11.)

Plaintiff's statistical experts analyzed this information, including data for approximately 20,000 unique shifts, 5,350 workweeks, and 3,700 pay periods. Based on this analysis, Plaintiff's counsel was able to evaluate the potential liability and damages for the Class Members. As such, Plaintiff's counsel was able to act intelligently and effectively in negotiating the proposed Settlement. (*Savoy Decl.*, at ¶ 12.)

C. None of the Class Members Have Objected to the Settlement

The Class Members' positive response is indicative of the fairness of the Settlement. To date, zero objections have been submitted to the Settlement Administrator, and 99.7% of the Class Members are participating in the Settlement. (*SA Decl.*, ¶¶ 8-11.)

D. Assessment of Amount in Controversy and Risks Associated with Proceeding Class Action Settlement Amount is Fair, Just, and Reasonable

Plaintiff and Plaintiff's counsel remain confident of the merits of Plaintiff's claims. Plaintiff and Plaintiff's counsel considered several factors in reaching the decision to settle at this point in the litigation. Plaintiff's counsel has calculated the maximum damages of the Class Members, exclusive of PAGA penalties, to be approximately Eight Million, Nine Hundred Eighty-Six Thousand, Nine Hundred Eighty-Nine Dollars and Two Cents ($8,986,989.02) and believes this amount would be the maximum damage potential should the case proceed to trial. Plaintiff's Counsel has handled hundreds of wage and hour class actions and tried multiple employment cases in California, all of which assisted in the valuation of this case. (*Savoy Decl.*, at ¶ 16.)

Given the maximum potential damages (as outlined in Plaintiff's Motion for Preliminary Approval), the settlement sum of One Million Four Hundred and Fifty Thousand Dollars and Zero Cents ($1,450,000.00), is reasonable considering the substantial risks entailed by this case. (*Savoy Decl.*, at ¶ 18.)

Defendant, on the other hand, strongly contends that its policies and practices do not violate any laws and that it complied with all applicable laws. Specifically, Defendant maintains that Plaintiff's claims that he and class members were not paid for all hours worked is factually incorrect. It is Defendant's position that there would be no liability for unpaid wages and overtime, and therefore, the derivative claims of waiting time penalties, untimely wage payments and inaccurate wage statements therefore also fail. Defendant further contends that it provided meal and rest breaks as required by law and is not required to ensure that employees took every meal and rest period made available to them. (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012).) Even if the data were to show that meal periods were not taken, time records alone cannot establish a meal break violation under California law. (*See Donohue v. AMN Servs., LLC*, 29 Cal. App. 5th 1068, 1088 n. 25, as modified (Dec. 28, 2018),

review granted, 2019 WL 1388808, at *1 (Cal. Mar. 27, 2019) (finding that "an employer's time records may . . .[only] reflect a section 226.7 violation" in the class certification context, and not on the merits either at trial or on summary judgment); *Brown v. Federal Express Corp.*, 249 F.R.D. 580, 587 (C.D. Cal. 2008) (time records could not prove break claims as they would not provide reason for missed breaks).)

Additionally, Defendants contends that Plaintiff would not obtain class certification on their claims, particularly because the claims would require an individualized inquiry. (*See Koval v. Pacific Bell Telephone Co*., 232 Cal. App. 4th 1050, 1062 (2014) (denying certification and holding that plaintiff's failure to demonstrate that allegedly unlawful policies were consistently applied "create[d] a shifting kaleidoscope of liability determinations that render this case unsuitable for class action treatment"); *Dailey v. Sears, Roebuck & Co.*, 214 Cal. App. 4th 974, 1002 (2013) (denying class certification of meal period and rest break claims of employees alleging that they did not regularly take uninterrupted meal and rest breaks where there was no evidence of a uniform policy showing that the Company required the employees to forego breaks).) In such an event, there would be no recovery for Class Members at all. A discount was required at this stage of the litigation for settlement purposes based on these risk factors. The significant risks that this Court may deny class certification or rule against Plaintiff on the merits are obviated by the Settlement, as is any risk associated with trial. Moreover, continued litigation would very likely reduce and substantially delay recovery by Class Members. In contrast, because of the proposed Settlement, Class Members will receive timely relief and avoid the risk of an unfavorable judgment.

Plaintiffs also recognizes that proving the amount of wages due to each individual Class Member, while feasible, would be an expensive, time-consuming, and extremely uncertain proposition

Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately $8,185.32, the lowest Individual Settlement Payment to be paid is approximately $25.11, while the average Individual Settlement Payment to be paid is approximately $779.65. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment. (*SA Decl.,* at ¶ 14.) On average, this amount is far from insignificant, especially because most class members will never pursue their individual claims.

In sum, when the risks of litigation, the uncertainties involved in achieving class certification, the

burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are balanced against the merits of Plaintiff's claims, it is clear that the Gross Settlement Amount is fair, adequate, and reasonable. (*Savoy Decl.*, at ¶¶ 16-19.)

Settlement Amount Allocated to PAGA Claim Is Fair, Just, and Reasonable

The Settlement Administrator has calculated the total number of aggrieved employees to be 916, who worked a total of 26,825 workweeks during the PAGA Period. The Parties have jointly agreed to attribute a total of Fifty Thousand Dollars and Zero Cents ($50,000.00) to PAGA penalties, which is not an insignificant portion of the NSA. For these reasons, Plaintiffs' Counsel believes that the PAGA allocation is more than fair, just, and reasonable for the Class Members. (*SA Decl.*, ¶ 15; *Savoy Decl*., 21.)

Additionally, of the $50,000.00 of the Gross Settlement Amount allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), 75%, or $37,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $12,500.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are four 916 Aggrieved Employees who worked a total of 26,825 workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $83.41, and the average Individual PAGA Payment to be paid is approximately $13.65. (*SA Decl.*, at ⁋ 15.)

Through investigation and formal and informal discovery productions, as well as further evidence presented at the mediations, it became clear that the majority of all Labor Code violations occurred within the first (1) year of the alleged class period. Defendant's timekeeping, meal and rest break policies for the entire class period appear facially valid. Based on timekeeping records and interviews with Plaintiffs and aggrieved employees, Defendant's apparent practice and enforcement of said policies appears to have changed during the class period, which lead to stricter enforcement of Defendant's written wage and hour policies. (*Savoy Decl*., at ¶ 23.)

More importantly, by allocating a majority of the GSA to class action claims, the Class Members will actually receive a majority of the GSA. As such, the PAGA allocation is in the best interest of Class Members, and therefore is reasonable and fair. (*Savoy Decl*., at ¶ 24.)

VI. THE CLASS REPRESENTATIVE SERVICE AWARD IS REASONABLE

Plaintiffs in class action lawsuits are eligible for reasonable service payments as compensation "for

the expense or risk they have incurred in conferring a benefit on other members of the class." (*Munoz v. BCI Coca-Cola Bottling Company of Los Angeles* (2010) 186 Cal.App.4th 399, 412.) The Settlement provides for separate Class Representative Service Awards not to exceed $7,500.00 for Named Plaintiff. The requested service payment is reasonable according to controlling and persuasive case law. (*See Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 805-6.) The payment is intended to recognize the substantial time and effort that Plaintiffs expended on behalf of the Class. (*Savoy Decl*. ¶ 25.) Throughout this litigation, Plaintiff cooperated with counsel and took actions to protect the interests of the Class. (*Savoy Decl*., at ¶ 26; *Declaration of Christian Michael Spencer-Rochester*, passim.) Plaintiff provided valuable information regarding potential witnesses, Defendant's meal period and rest period practices, Defendant's reimbursement practices, and Defendant's failure to properly compensate for overtime hours. (*Id*.) Plaintiffs kept informed of the developments in the Action, informed counsel of information relevant to the Action, participated in decisions concerning the Action, provided counsel with the names and contact information of potential witnesses, and was engaged and present during all mediation proceedings. (*Id*.) The information and documentation provided by Plaintiffs was instrumental in establishing the wage and hour violations alleged in the Action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without Plaintiff's active participation. (*Id*.)

Plaintiff faced many risks in bringing the lawsuit as a class action. Because of Plaintiff's efforts, 1,130 Class Members had the opportunity to participate in a settlement and to recover payment for wage violations they may have never known about on their own or been willing to pursue on their own. If each Class Member attempted to pursue his or her legal remedies individually, each person would have been required to expend a significant amount of his or her own monetary resources and time. In sum, the Action would not have been possible without the aid of Plaintiff, who put their own time and effort into the litigation, sacrificed the value of their own individual claims, and placed themselves at risk for the sake of the other Class Members. The requested Class Representative Service Award of $7,500.00 to the Named Plaintiff is therefore reasonable to compensate Plaintiff for their active participation in the Action. (*Id*.)

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VII. CLASS COUNSEL IS ENTITLED TO AN AWARD OF REASONABLE ATTORNEY'S FEES AND COSTS

The Settlement provides for attorney's fees and costs to Class Counsel in an amount up to one-third (1/3) of the Gross Settlement Amount, for a maximum fee award of Four Hundred Eighty-Three, Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($483,333.33) plus an award of reasonable litigation costs not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00). Plaintiff requests attorney's fees pursuant to the "common fund theory" with a lodestar cross-check. The requested fees are far below the range of fees generally sought and approved in common fund class action cases and the fees are also reasonable based on Class Counsel's total lodestar.

A. The Requested Attorney's Fees Are Reasonable Under the Common Fund Theory

The request for attorney's fees as a percentage of the Maximum Settlement Amount is supported by the "common fund theory," where "one who expends attorney's 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." (*Serrano v. Priest* (1977) 20 Cal.3d 25, 35.) The percentage is properly based upon the gross settlement, rather than on the amount of claims made. (*Williams v. MGM-Pathe Communications Co.* (9th Cir. 1997) 129 F.3d 1026, 1027.) The lodestar may be cross-checked against the percentage-of-recovery method. (See *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal. 5th 480, 506 (2016); *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 556-558.)

The purpose of the common fund/percentage approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized that the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share." (*Id.* at 110.)

Several courts have expressed frustration with the alternative "lodestar" approach for deciding fees, which usually involves wading through voluminous and often indecipherable time records. (*See, e.g., In re Activision Securities Litigation* (N.D. Cal. 1989) 723 F. Supp. 1373, 1375.) The recognized advantages of the percentage of the fund method include "relative ease of calculation, alignment of

incentives between class 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." (*Laffitte*, 1 Cal.5th at 503.) Since *Serrano*, California appellate courts routinely apply the percentage method to award attorney's fees in common fund cases. (See, e.g., *Lafitte*, 1 Cal. 5th at 506; *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558 ("It is not an abuse of discretion to choose [the percentage] method over [the lodestar method] as long as the method chosen is applied consistently using percentage figures that accurately reflect the marketplace."); *Chavez v. Netflix. Inc.* (2008) 162 Cal.App.4th 43, 63 ("[F]ees based on a percentage of the benefits are … appropriate in large class actions when the benefit per class member is relatively low"); *Annie Computer Inc. v. Superior Court* (2005) 126 Cal.App.4th 1253, 1271 ("[A]ttorneys' fees awarded under the common fund doctrine are based on a 'percentage-of-the-benefit' analysis"); *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 27 ("Percentage fees have traditionally been allowed in … common fund cases").)

The percentage of attorney's fees set forth in the Settlement Agreement, i.e. 33 1/3% of the Gross Settlement Amount, is reasonable. Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. (*Newberg on Class Actions*, 4th Ed. 2002, § 14: 6.) Furthermore, California and federal courts have long recognized that a percentage of recovery for attorney's fees is properly awarded on the basis of the total settlement fund. (*Boeing v. Van Gemert* (1980) 444 U.S. 472, 480-481; see also *In re Consumer Privacy Cases*, 175 Cal.App.4th at 558 n.13 ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery") (emphasis added).)

Here, the Gross Settlement Amount is $1,450,000.00. The requested attorney's fees are one-third (1/3) of that total, or $483,333.33, which is the standard attorney fee requested per the common fund theory. The requested fee percentage is less than that charged by Class Counsel for other employment cases, which is 40%. Moreover, Class Counsel invested significant time and resources into this case, with payment deferred to the end of the case and entirely contingent on the outcome. (*Savoy Decl*., generally.) It has been a long-recognized principle that an attorney merits a significantly larger fee when the compensation is contingent, rather than being fixed on a time or contractual basis. (See *Vizcaino v.*

Microsoft Corp. (9th Cir. 2002) 290 F.3d 1043, 1048-51.) In the over three (3) years that this case has been pending, Class Counsel has advanced all expenses and has not received any compensation or reimbursement for efforts in prosecuting the action on behalf of Class Members. The significant outlay of monetary and personnel resources has been completely at risk and wholly dependent upon obtaining a substantial recovery for the Class. (*Id.*) Class Counsel should not be penalized with a lower fee for settling the case prior to filing a motion for class certification, because the percentage of the fund method "encourages early settlement, which avoids protracted litigation." (*Laffitte*, 1 Cal.5th at 490.) Thus, the requested award of attorney's fees is reasonable under the percentage of the fund method.

B. The Requested Attorney's Fees Are Reasonable Under the Lodestar Method

Plaintiff's fee application is reasonable based on Class Counsel's lodestar. Under the lodestar method, the court considers a compilation of the time spent and a reasonable hourly compensation of each attorney to evaluate the reasonableness of the fee requested.

Here, Class Counsel's total lodestar is approximately $356.400.00, which is based upon 396.0 hours of attorney time at customary hourly rates recently approved by the United States District Court, Central District and the various California Superior Courts ($900.00 per hour). (*Savoy Decl*. ¶¶ 28-34.) Thus, Plaintiffs' request for $483,333.33 in attorney's fees, which is in line with Class Counsel's total lodestar (with a conservative 1.35x multiplier), is reasonable under the lodestar method.

1. Class Counsel's Hours Are Reasonable

In determining whether the number of hours expended on the litigation was reasonable, the court must determine that "the time spent was reasonably necessary and that [] counsel made 'a good faith effort to exclude from the fee request hours that are excessive, redundant, or otherwise unnecessary." (*Jordan v. Multnomah County* (9th Cir. 1987) 815 F.2d 1258, 1263 n.8.) The court "should defer to the winning lawyer's professional judgment as to how much time he was required to spend on the case." (*Moreno v. City of Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112 (noting that "[l]awyers are not likely to spend unnecessary time on contingency fee cases in the hope of inflating their fees. The payoff is too uncertain, as to both the result and the amount of the fee."). "Testimony of an attorney as to the number of hours worked on a particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records" (citations omitted). *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559; see also

Wershba, 91 Cal.App.4th at 255 ("California permits fee awards in the absence of detailed time sheets"); *Laffitte,* 1 Cal.5th at 505 (trial court properly exercised its discretion to perform the lodestar cross-check "using counsel declarations summarizing overall time spent rather than demanding and scrutinizing daily time sheets in which the work performed was broken down by individual task").)

Here, Class Counsel has spent **396.0** total hours over Three (3) years litigating this case to bring it to resolution, not including the estimated dozens of hours preparing for and attending the final approval hearing and monitoring the administration of the settlement and distribution of funds to Participating Class Members. The efforts expended by Class Counsel to achieve this excellent result include, but are not limited to, the following: interviews with Plaintiffs and class members/witnesses and review of documents provided by Plaintiffs and class members/witnesses; preparation of class action complaint; filing of the class action complaint; meeting and conferring with Defendant's counsel to obtain relevant documents and information; preparing and filing an amended complaint to comport with the agreed upon terms of the settlement; communicating with Plaintiffs and witnesses regularly regarding the status of the case; propounding requests for production of documents, special interrogatories, requests for admission, and form interrogatories to Defendant; meeting and conferring with Defendant's counsel about Defendant's production of sample class data; review and analysis of a substantial sampling of time records, payroll records, and other employment records; working with an expert statistician to analyze the data sample; legal research regarding Defendant's wage and hour practices; preparing for and attending mediation; engaging in month's long settlement negotiations; appearing at multiple status conferences and informal conferences; participating in settlement discussions; drafting, negotiation, and revision of the Settlement, the Notice Packet, and Motion for Preliminary Approval; communicating with the Settlement Administrator and monitoring the notice and objection process; negotiating the revised notice plan and obtaining court approval of the process; and drafting the Motion for Final Approval and supporting papers. (*Savoy Decl*., generally.) Class Counsel also bears the risk of taking whatever actions are necessary if Defendant fails to pay. (*Savoy Decl*., generally.) Thus, the Court should find that Class Counsel's hours were necessary and reasonable to achieve the excellent result on behalf of the Class.

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2. Class Counsel's Hourly Rates Are Reasonable

The reasonable hourly rate is that prevailing in the community for similar work. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) "[I]n assessing a reasonable hourly rate, the trial court is allowed to consider the attorney's skill as reflected in the quality of work, as well as the attorney's reputation and status." (*MBNA American Bank, N.A. v. Gorman* (2006) 147 Cal.App.4th 1, 3.) The trial court may also "find hourly rates reasonable based on evidence of other courts approving similar rates." (*Parkinson v. Hyundai Motor America* (C.D. Cal. 2010) 796 F.Supp.2d 1160, 1172.)

The current prevailing billing rates in the Southern California area range from $275 to $900 per hour. Class Counsel are experienced litigators specializing in employment law, with a substantial wage and hour class action practice. (*Savoy Decl.*, generally.) Several courts, including this Honorable Court, and most recently, the United States District Court, for the Central District of California, have approved Class Counsel's hourly rates requested herein. Given the skill and experience of Class Counsel in this case, and the excellent result achieved for the Class, the requested rates are reasonable. (*Savoy Decl.*, *Id.*)

C. Class Counsel's Costs Are Reasonable

The Settlement Agreement provides for reimbursement of Class Counsel's costs not to exceed $20,000.00. (*Settlement*, sections 51b.) Class Counsel have spent $26,004.35, which is above the "not to exceed" amount of $20,000.00 bargained for by the Parties. (*Savoy Decl.* ¶¶ 38-40.) However, Class Counsel now only seek the bargained for $20,000.00 "not to exceed" cost amount. Class Counsel were required to expend the funds prosecuting this case to a successful resolution on, among other things, court filing fees, document service, mediation fees, the services of statistical experts, call drive and translation service, court reporters and transcripts, postage, and copying. Because these costs are reasonable and the amount requested is the capped "not to exceed" amount of $20,000.00, which no Class Member has objected to, Class Counsel respectfully request that the Court approve an award of costs in the amount of $20,000.00.

D. Neither Defendant Nor the Class Members Oppose the Request for Fees and Costs

Significantly, none of the Class Members objected to the requested award of fees and costs. (*SA Decl.*, ¶ 9.) Additionally, Defendant does not oppose the requested award of fees and costs. The Court should grant final approval of the attorney's fees and costs agreed upon by the parties.

VIII. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE

The Settlement Administrator's costs in the amount of $10,500.00 are reasonable, given the tasks performed and remaining to be performed. (*SA Decl*., generally.) Plaintiffs respectfully requests that the Court approve Settlement Administration Costs in the amount of $10,500.00.

IX. NOTICE TO LABOR AND WORKFORCE DEVELOPMENT AGENCY

On or about October 30, 2026, my office caused a copy of Plaintiff's Motion for Final Approval of Joint Stipulation of Class Action and PAGA Settlement and the Joint Stipulation of Class Action and PAGA Settlement to be submitted to the California Department of Industrial Relations, Labor and Workforce Development Agency via the Department's online portal and received a receipt of submission. A true and accurate copy of the Receipt of Submission is attached to the Declaration of Grant Joseph Savoy as **Exhibit "D."**

X. CONCLUSION

For the foregoing reasons, the proposed Settlement is fair, adequate, and reasonable, and represents an excellent opportunity for Class Members to recover for allegedly illegal wage and hour practices. Plaintiff respectfully requests that the Court grant final approval of the Settlement and enter the proposed order and judgment.

Dated: October 30, 2026

SOLOUKI | SAVOY, LLP

/s/ Grant Joseph Savoy .
SHOHAM J. SOLOUKI, ESQ.
GRANT JOSEPH SAVOY, ESQ.
Attorneys for Plaintiffs and Those Similarly Situated