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

ERIC PRADO, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

WILWOOD ENGINEERING, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 2023CUOE015773

*[Assigned for all purposes to the Hon.
Benjamin F. Coats, Dept. 43]*

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: April 15, 2025

Time: 8:35 a.m.

Dept.: 43

Action Filed: October 24, 2023

Trial Date: None Set

PLEASE TAKE NOTICE that on April 15, 2025, at 8:35 a.m., or as soon thereafter as the matter may be heard in Department 43 of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009, Plaintiff Eric Prado (“Plaintiff”), individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for entry of an Order pursuant to California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court:

1. Confirming the certification of the Settlement Class for settlement purposes under California Code of Civil Procedure § 382;
2. Confirming the appointment of Plaintiff as the Class Representative for settlement purposes;
3. Confirming the appointment of Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel for settlement purposes;
4. Granting final approval of the proposed Stipulation of Settlement (“Settlement Agreement”);
5. Approving an award of \$150,330.00 in attorneys’ fees to Class Counsel;
6. Approving an award of \$28,638.64 in actual litigation costs reimbursement to Class Counsel;
7. Approving an award of \$10,000.00 in costs to CPT Group, Inc. (“CPT”) for its settlement administration services;
8. Approving a Class Representative Enhancement Payment of \$5,000.00 to Plaintiff for his service as Class Representative; and
9. Entering final judgment in the form of the [Proposed] Judgment and Order Granting Plaintiff’s Motion for Final Approval of Class Action Settlement, Attorneys’ Fees and Costs, and Class Representative Enhancement Payment (the “[Proposed] Judgment and Order”) submitted herewith.

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

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

7 This Motion is based on this Notice of Motion; the attached Memorandum of Points and
8 Authorities; the supporting declarations of Andrew J. Rowbotham, Paul K. Haines, Fletcher W.
9 Schmidt, Eric Prado,¹ and Tanner Nicodemus of CPT, and the exhibits attached thereto; the
10 Settlement Agreement; all other pleadings and papers on file in this action; and on any further
11 oral or documentary evidence or argument presented at the time of hearing.

12 Dated: March 21, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

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14 By:



Andrew J. Rowbotham
Attorneys for Plaintiff

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28 ¹ Plaintiff previously submitted his declaration in support of preliminary settlement approval on
October 7, 2024. For the convenience of the Court, Plaintiff is re-submitting his declaration with
the current filing.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Eric Prado (“Plaintiff”) submits this Memorandum of Points and Authorities in
4 support of his Motion for Final Approval of Class Action Settlement on behalf of all current and
5 former non-exempt employees of Defendant Wilwood Engineering (“Defendant”) in California
6 who worked at any time between October 24, 2022 and July 15, 2024 (the “Class Period”).
7 Plaintiff and Defendant are collectively referred to as “the Parties.”

8 This non-reversionary \$450,990.00 settlement² ensures that all participating Settlement
9 Class members automatically receive their Individual Settlement Payments unless they
10 affirmatively opt out. The Settlement provides average Individual Settlement Payments of
11 approximately \$658.03 to each of the 345 Settlement Class members, with the highest expected
12 payment of approximately \$832.25. Additionally, the Settlement includes compensation to the
13 State of California and 345 Aggrieved Employees for the representative PAGA claim, resulting
14 in average PAGA payments of approximately \$21.74, with the highest expected PAGA payment
15 at approximately \$27.49.

16 This Settlement represents an excellent resolution of the disputed wage and hour claims
17 given the significant litigation risks Plaintiff faced. After receiving notice of the proposed
18 Settlement and estimated Individual Settlement Payments, no Settlement Class member objected
19 or opted out, resulting in a 100% participation rate.

20 As explained below, the Court should grant Plaintiff’s Motion in its entirety because:
21 (1) the Settlement Class continues to satisfy the requirements for class certification for settlement
22 purposes under Code of Civil Procedure § 382; (2) the Settlement is a fair, adequate, and
23 reasonable resolution of the disputed claims; and (3) the requested amounts for Class Counsel’s
24 attorneys’ fees and costs, Plaintiff’s Class Representative Enhancement Payment, the LWDA

25 _____
26 ² After reviewing the class member workweek data provided to the settlement administrator
27 following preliminary approval, it was determined that the total workweeks worked during the
28 Class Period exceeded the 10% threshold set in the escalator clause by 0.22% (10.22% more
workweeks than estimated). Accordingly, Defendant increased the Maximum Settlement Amount
by \$990.00 (0.22%). Rowbotham Decl., ¶ 15.

1 payment, and settlement administration costs are all fair, adequate, and reasonable. Accordingly,
2 the Court should enter the [Proposed] Judgment and Order, submitted concurrently herewith.

3 **II. FACTUAL AND PROCEDURAL BACKGROUND**

4 Defendant designs and manufactures disc brake system components, including calipers,
5 brake pads, and rotors, for various industries, including commercial automobiles, competitive
6 motorsports, agriculture (e.g., tractors and forklifts), industrial applications (e.g., pumps,
7 windmills, assembly line rollers, and roller coasters), and military vehicles. Declaration of
8 Andrew J. Rowbotham (“Rowbotham Decl.”), ¶ 9.

9 Defendant employed Plaintiff as a non-exempt Quality Inspector from approximately
10 June 2022 until April 2023. Prado Decl., ¶ 2. Plaintiff worked at Defendant’s Calle Bolero
11 warehouse facility in Camarillo, California. *Id.* Like all Settlement Class members, Plaintiff was
12 subject to Defendant’s wage and hour policies and practices throughout the Class Period.
13 Rowbotham Decl., ¶ 10; Prado Decl., ¶ 3.

14 On October 24, 2023, Plaintiff filed the initial class action complaint. Rowbotham Decl.,
15 ¶ 11. After exhausting his administrative remedies with the LWDA and obtaining the Court’s
16 signed order authorizing amendment, Plaintiff filed the operative First Amended Complaint
17 (“FAC”) on September 18, 2024, adding a cause of action for civil penalties under PAGA based
18 on the same underlying Labor Code violations. *Id.*

19 As part of Plaintiff’s onboarding, Defendant required him to sign an arbitration
20 agreement with a class action waiver. Rowbotham Decl., ¶ 12. Rather than dismissing the class
21 claims and initiating individual arbitration, the Parties agreed to attend mediation to reach a
22 global resolution of class and PAGA claims for the one-year time period. *Id.*

23 In preparation for mediation, Defendant provided Plaintiff with timekeeping and payroll
24 records for a representative one-third sample of putative class members spanning the Class
25 Period, along with policy documents and key data points. Rowbotham Decl., ¶ 13. With the
26 assistance of his retained expert who holds a Ph.D. in labor economics, Plaintiff analyzed the
27 data and created a class-wide exposure model. *Id.*

1 On May 16, 2024, the Parties participated in mediation with Hon. Peter D. Lichtman
2 (Ret.), exchanging divergent views on Defendant's liability, exposure, and underlying legal
3 positions. Rowbotham Decl., ¶ 14. At mediation's conclusion, Judge Lichtman made a
4 mediator's proposal, which the Parties ultimately accepted. *Id.* Over the following months, the
5 Parties finalized the Settlement terms, which the Court preliminarily approved on October 29,
6 2024. Rowbotham Decl., Exhibit 1 (Preliminary Approval Order).³

7 On November 27, 2024, the Court-approved Class Notice was mailed via U.S. first-class
8 mail to all 345 potential Settlement Class members. Declaration of Tanner Nicodemus
9 ("Nicodemus Decl."), ¶ 7, Exhibit A (Class Notice). Settlement Class members had until January
10 27, 2025, to submit disputes, objections, or requests for exclusion ("Response Deadline"). *Id.*
11 After the Response Deadline, no Settlement Class members objected or opted out, resulting in a
12 100% participation rate. *Id.*, ¶ 14.

13 **III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS**

14 **A. Settlement Class Definition**

15 The Settlement Class includes: "All current and former non-exempt employees of
16 Defendant in California who worked at any time between October 24, 2022 and July 15, 2024."
17 See Rowbotham Decl., Exhibit 1.

18 **B. Monetary Terms**

19 Defendant will pay a non-reversionary Maximum Settlement Amount ("MSA") of
20 \$450,990.00. Settlement, ¶ 5. The Net Settlement Amount ("NSA") is the remainder after
21 deducting Court-approved amounts for attorneys' fees (\$150,330.00), verified cost
22 reimbursement (\$28,638.64)⁴, the Class Representative Enhancement Payment (\$5,000.00),
23

24 ³ Plaintiff provided the LWDA with the Settlement Agreement along with all moving papers
25 associated with the Motion for Preliminary Approval. Rowbotham Decl., ¶ 25, Exhibit 3 (LWDA
Submission Confirmation).

26 ⁴ Class Counsel's cost records identify to-date out of pocket expenses as \$28,383.29. Rowbotham
27 Decl., Exhibit 2 (Cost Records). The total amount that Class Counsel is requesting for expense
28 reimbursement (\$28,638.64) includes an additional \$255.35 in anticipated future costs for the
filing and service of the Motion for Final Approval and the Settlement Administrator's final

1 settlement administration costs (\$10,000.00), and the entire amount designated as PAGA
2 penalties (\$30,000.00). *See id.*, ¶ 5C; Rowbotham Decl., ¶ 15, Exhibit 2 (Cost Records). Based
3 on these requested amounts, the NSA is approximately \$227,021.36. *See* Nicodemus Decl., ¶ 16.

4 For tax purposes, each Individual Settlement Payment will be allocated as follows: 1/3
5 wages (subject to applicable withholdings) and 2/3 interest and penalties (not subject to
6 withholdings). Settlement., ¶ 6E. The PAGA penalties payable to PAGA Employees will be
7 allocated 100% to penalties. *Id.* Further, Defendant will separately pay the employer's share of
8 payroll taxes in addition to the MSA. *Id.*, ¶ 5F.

9 **C. Summary of Notice Process**

10 On November 13, 2024, Defendant provided CPT, the Court-approved Settlement
11 Administrator, with a mailing list containing the names, last known mailing addresses, Social
12 Security numbers, dates of employment, and pay period information for each potential Settlement
13 Class member during the Class Period. Nicodemus Decl., ¶ 5. After updating and verifying
14 addresses, CPT mailed the Class Notice to all 345 potential Settlement Class members on
15 November 27, 2024. *Id.*, ¶ 7. Following the initial mailing, 27 Notice Packets were returned. *Id.*,
16 ¶ 8. After conducting a skip trace, CPT re-mailed four of them. *Id.*, ¶ 9. Ultimately, 24 Notice
17 Packets remained undeliverable. *Id.*

18 Settlement Class members had until January 27, 2025, to submit objections, disputes, or
19 requests for exclusion. Nicodemus Decl., ¶ 7. As of the date of this filing, no Settlement Class
20 member objected or opted out, resulting in a 100% participation rate. *Id.*, ¶ 14. CPT also reports
21 zero disputes regarding the information in the Notice Packets. *Id.*, ¶ 10.

22 **D. Timing of Payments**

23 Defendant will deposit the MSA with the Settlement Administrator no later than 30 days
24 after the Court enters an Order granting final approval of the Settlement (assuming no appeals or
25 challenges to the Settlement). Settlement, ¶ 5B. Within 10 business days after full funding of the
26 MSA, the Settlement Administrator will calculate and mail Individual Settlement Payments to

27 _____
28 accounting declaration, as well as the costs to appear at the Final Approval Hearing, which will
be incurred by Class Counsel following the filing of this motion

1 participating Settlement Class members. *Id.*, ¶ 6D. Settlement Class members will have 180 days
2 from the mailing date to cash their checks. *Id.*, ¶ 6F. Any uncashed checks remaining after 180
3 days will be transferred to the Unclaimed Property Fund in the name of the intended recipient. *Id.*

4 The Parties submit that the distribution method outlined in the Settlement Agreement is
5 appropriate as a party-selected distribution, subject to the Court’s approval. This method ensures
6 that no portion of the MSA remains “unpaid...unclaimed or abandoned,” as required for
7 California Code of Civil Procedure § 384 to apply, since any uncashed funds will be transferred
8 to the State Controller Unclaimed Property Fund.

9 **IV. ARGUMENT**

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

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

18 Here, the Court determined that the Settlement Class satisfies all requirements for class
19 certification for settlement purposes when it granted preliminary approval on October 29, 2024.
20 *See Rowbotham Decl.*, Exhibit 1. Since then, no events have undermined this determination. To
21 the contrary, the Settlement Class has overwhelmingly supported the Settlement, with no
22 objections and 100% participation. *See Nicodemus Decl.*, ¶ 14. Accordingly, the Court should
23 confirm its conditional certification of the Settlement Class.

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

26 California courts strongly favor settlement. *See Stambaugh v. Superior Court* (1976) 62
27 Cal.App.3d 231, 236. Unlike individual settlements, class action settlements require court
28 approval to prevent fraud, collusion, and unfairness to class members. *See Malibu Outrigger Bd.*

1 of *Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79. This process includes
2 preliminary approval, notice to class members, and a final fairness and approval hearing, where
3 class members may be heard regarding the settlement. *Id.*

4 Now that the Settlement Administrator has provided notice to the Settlement Class,
5 Plaintiff respectfully requests that the Court grant final approval of the Settlement as fair,
6 adequate, and reasonable.

7 **1. The Settlement was Reached at Arms' Length, Through Experienced**
8 **Counsel and an Experienced Mediator**

9 A settlement is presumptively fair when it is reached through arm's-length bargaining,
10 based on sufficient discovery and investigation to allow counsel and the Court to act intelligently,
11 involves experienced counsel, and faces minimal objections. *Dunk v. Ford Motor Co.* (1996) 48
12 Cal.App.4th 1794, 1802. A trial court has broad discretion in determining whether a proposed
13 settlement is fair under the circumstances. *Mallick v. Superior Court* (1979) 89 Cal.App.3d 434,
14 438. The primary concern in exercising this discretion is ensuring that the settlement is "fair,
15 adequate, and reasonable." *Dunk, supra*, 48 Cal.App.4th at 1801 (internal quotations omitted).

16 Relevant factors include:

17 [T]he strength of plaintiff's case, the risk, expense, complexity, and likely duration
18 of further litigation, the risk of maintaining class action status through trial, the
19 amount offered in settlement, the extent of discovery completed and the stage of
the proceedings, the experience and views of counsel, the presence of a
governmental participant, and the reaction of the class members to the proposed
settlement.

20 These factors require balancing, are non-exhaustive, and should be tailored to each case, giving
21 due regard to "what is otherwise a private consensual agreement between the parties." *Id.*

22 "In the context of a settlement agreement, the test is not the maximum amount Plaintiff
23 might have obtained at trial on the complaint, but rather whether the settlement is reasonable
24 under all of the circumstances." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
25 250. Settlements inherently involve compromise, and even those providing substantially narrower
26 relief than might be obtained at trial can be reasonable because "the public interest may indeed
27 be served by a voluntary settlement in which each side gives ground in the interest of avoiding
28

litigation.” *Id.* (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)).

Here, the Settlement resulted from extensive arm’s-length negotiations between experienced counsel with the assistance of a respected neutral mediator. The Settlement is fair, adequate, and reasonable for all Settlement Class members. While Plaintiff maintains that the claims are meritorious, Defendant vigorously contests liability and the appropriateness of class treatment given that Plaintiff and the Settlement Class members signed arbitration agreements with class waivers. Given the substantial risks and uncertainty in obtaining class certification and proceeding to trial, Plaintiff acknowledges that a downward departure from the maximum calculated exposure is justified.

As detailed in Plaintiff’s Motion for Preliminary Approval, Defendant contends that it maintained lawful meal period policies and practices throughout the Class Period. Rowbotham Decl., ¶ 16. Defendant produced a facially compliant meal period policy that it asserts was in effect at all times during the Class Period. *Id.* Defendant further claims that Settlement Class members signed meal period waivers and, therefore, any missed meal periods were due to employee choice. *Id.* Additionally, Defendant argues that Plaintiff’s meal period claim is not suitable for class certification because employees signed arbitration agreements with class action waivers, barring them from pursuing these claims in court. *Id.*

Regarding Plaintiff’s rest period claim, Defendant asserts that it authorized and permitted all required rest periods. Rowbotham Decl., ¶ 17. Defendant further contends that employees have always been permitted to leave the premises during rest periods and, despite its written policy, were authorized breaks in excess of 10 minutes, ensuring employees always received at least 10 minutes of “net” rest in compliance with California law. *Id.* As with other class claims, Defendant argues that this claim is uncertifiable due to arbitration agreements with class action waivers. *Id.*

In response to Plaintiff’s sick time claim, Defendant maintains that its timekeeping policies complied with California law and that it properly compensated Settlement Class members throughout the Class Period. Rowbotham Decl., ¶ 18.

1 Regarding Plaintiff’s business expense reimbursement claim, Defendant argues that it
2 maintained a policy to reimburse all reasonable and necessary business expenses. Rowbotham
3 Decl., ¶ 19. To the extent any expenses were not reimbursed, Defendant asserts it was either
4 unaware of the expense or deemed it unreasonable or unnecessary. *Id.* Defendant further contends
5 that this claim is also uncertifiable due to arbitration agreements with class action waivers. *Id.*

6 For Plaintiff’s derivative claims for wage statement, waiting time, and PAGA penalties,
7 Defendant argues that these claims fail if the underlying claims fail. *See Price v. Starbucks Corp.*
8 (2011) 192 Cal.App.4th 1136, 1147 (“Because the underlying causes of action fail, the derivative
9 UCL and PAGA claims also fail.”). Defendant also asserts that Plaintiff cannot establish that the
10 alleged wage statement violations were “knowing and intentional”, or that employees “suffered
11 injury”, as required for wage statement penalties. *See* Labor Code § 226(e)(1). Additionally,
12 Defendant contends that its good faith defenses to Plaintiff’s claims preclude waiting time
13 penalties, which require a “willful” failure to pay wages, and that the Court would likely exercise
14 its discretion to substantially reduce any PAGA penalties awarded. *See* 8 Cal. Code Regs. § 13520
15 (“[A] good faith dispute that any wages are due will preclude imposition of waiting time penalties
16 under Section 203.”); Labor Code § 2699(e)(2); *Naranjo v. Spectrum Sec. Servs., Inc.* (2023) 88
17 Cal.App.5th 937; *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1135;
18 *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (affirming reduction of PAGA
19 penalties to 10% of exposure).

20 These considerations heavily influenced the Settlement negotiations and confirm that the
21 Settlement is fair, adequate, and reasonable given the risks of continued litigation. As detailed in
22 Plaintiff’s Motion for Preliminary Approval, Plaintiff and Class Counsel conducted a detailed
23 analysis of Defendant’s data to determine the calculated damages figures. Only after this
24 comprehensive analysis did the Parties participate in mediation and ultimately accept the
25 mediator’s proposal for the Settlement now before the Court. Thus, while these risks are not
26 exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable.

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This distribution method fairly compensates Settlement Class members based on the estimated extent of their injuries, as those who worked more weekly pay periods were subjected to more alleged wage and hour violations than those who worked fewer. Thus, the formula is directly tied to the damages and penalties that Settlement Class members could recover and is therefore fair, adequate, and reasonable.

The Settlement Class members' response is a relevant factor in determining whether the Settlement merits final approval. *Dunk, supra*, 48 Cal.App.4th at 1801. Moreover, the absence of objections and requests for exclusion supports a presumption of fairness. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152-53 (finding that 9 objections and 80 opt-outs from a class of 5,454 demonstrated a “particularly impressive” favorable response).

C. The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the Maximum Settlement Amount

Plaintiff and the Settlement Class are entitled to recover attorneys' fees and costs for their wage claims. *See* Labor Code §§ 226(e), 1194, and 2699(g). A fee award is justified when legal

1 action produces benefits through a voluntary settlement. *See, e.g., Maria P. v. Riles* (1987) 43
2 Cal.3d 1281, 1290-91; *Westside Community for Independent Living, Inc. v. Obledo* (1983) 33
3 Cal.3d 348, 352-53; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 (finding that when a plaintiff
4 secures a common fund for a group, attorneys' fees may be awarded from that fund).

5 California state and federal courts routinely award one-third of the settlement fund in class
6 actions. *See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11; *Wershba v. Apple*
7 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 254 (recognizing the "percentage of recovery"
8 method); *In re Pacific Enterprises Securities Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming
9 33% fee award). The California Supreme Court has also endorsed the "percentage of fund"
10 method. *See Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506 (holding that the
11 percentage method is a valuable tool and aligns attorney incentives with class interests).

12 The *Laffitte* Court reasoned:

13 The recognized advantages of the percentage method—including relative ease of
14 calculation, alignment of incentives between counsel and the class, a better
15 approximation of market conditions in a contingency case, and the encouragement
16 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.

17 *Id.* at 503 (internal citation omitted); *see also Rawlings v. Prudential-Bache Properties, Inc.*, 9
18 F.3d 513, 516 (6th Cir. 1993) (holding that the percentage of fund method better reflects results
19 achieved than the lodestar method and encourages early settlement); *In re Rite Aid Corp.*
20 *Securities Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) (favoring percentage-of-recovery in common
21 fund cases as it rewards success and penalizes failure).

22 Here, Class Counsel seeks \$150,330.00, representing one-third of the MSA, consistent
23 with *Laffitte* and prevailing class action practices. *See Rowbotham Decl.*, ¶ 21. As detailed above,
24 this case presented significant risks to both class certification and merits considerations, justifying
25 this compensation. Class Counsel has dedicated substantial time and resources without any
26 compensation to date. *Id.* Since undertaking representation, Class Counsel has conducted pre-
27 filing investigations, legal research, and witness interviews, reviewed class-wide documents and
28 Defendant's data, drafted and revised pleadings, stipulations, and status reports, engaged in

informal discovery and strategy meetings, analyzed payroll and timekeeping records with a retained expert to build a damages model, prepared for and participated in mediation, negotiated and drafted the Settlement Agreement and Notice Packet, prepared the Motions for Preliminary and Final Approval, oversaw the notice process and fielded class member inquiries, and managed all aspects of case litigation. *Id.* Given the significant risks, including potential denial of class certification, Class Counsel’s contingent risk was substantial. The quality of work, dedication, and efficacy in achieving this result warrants equivalent compensation. Moreover, Class Counsel undertook this litigation on a pure contingency basis, advancing \$28,383.29 in litigation costs. Rowbotham Decl., ¶¶ 15, 21, Exhibit 2.

Class Counsel brings decades of experience in wage and hour class and representative actions and have been appointed class counsel in numerous cases in state and federal courts. *See* Rowbotham Decl., ¶¶ 2-8; Haines Decl. ¶¶ 2-11; Schmidt Decl. ¶¶ 2-8. Wage and hour class action litigation requires specialized knowledge of both substantive law and procedural class action complexities. Given Class Counsel’s experience, skill, and reputation, the requested fee award of one-third of the MSA is fair, reasonable, and should be approved.

D. The Requested Cost Reimbursement Warrants Final Approval

Class Counsel incurred and respectfully requests reimbursement of \$28,638.64 in actual litigation costs, which is more than \$11,000.00 less than the \$40,000.00 amount preliminarily approved by the Court in the Settlement Agreement. *See* Rowbotham Decl., ¶ 22, Exhibits 1 and 2; Settlement, ¶¶ 5.C.(4). The unclaimed portion of litigation costs will be distributed to Settlement Class members as part of the NSA. Settlement, ¶ 6.A.

Class Counsel’s request is fair, adequate, and reasonable, as all costs are documented and reasonably incurred. Rowbotham Decl., Exhibit 2. Courts routinely approve reimbursement for these types of litigation expenses. *See, e.g., Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19 (counsel may recover “those out-of-pocket expenses that would normally be charged to a fee-paying client”); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at *3 (N.D. Cal. 2011) (“costs of reproducing pleadings, motions, and exhibits are typically billed by attorneys to their fee-paying clients” and are reimbursable); *Trustees of Const. Industry & Laborers Health &*

1 *Welfare Trust v. Redland Ins. Co.* (9th Cir. 2006) 460 F.3d 1253, 1258-59 (legal research costs
2 are reimbursable); *In re Immune Response Securities Litig.* (S.D. Cal. 2007) 497 F.Supp.2d 1166,
3 1177-78 (mediation expenses, legal research, copies, postage, filing fees, messenger, and
4 overnight delivery costs are reimbursable).

5 Notably, no Settlement Class member objected to the Settlement, including Class
6 Counsel's request for up to \$40,000.00 in litigation cost reimbursement. *See* Nicodemus Decl.,
7 ¶ 11. Because the requested expenses were reasonably incurred, and no objections were raised,
8 the Court should grant Class Counsel's request for \$28,638.64 in actual litigation cost
9 reimbursement.

10 **E. The Court Should Finally Approve the Settlement Administration Costs**

11 Plaintiff also requests that the Court approve \$10,000.00 in administration costs to CPT
12 Group, Inc. Rowbotham Decl., ¶ 23; Nicodemus Decl., ¶ 19, Exhibit B (CPT Bid). As detailed in
13 the Declaration of Tanner Nicodemus, CPT performed essential duties in connection with the
14 administration of the Settlement and implementation of the Notice process. Specifically, CPT
15 calculated each Settlement Class member's Individual Settlement Payment, updated mailing
16 addresses from the class data provided by Defendant, formatted and mailed Notice Packets to all
17 345 eligible individuals, and provided the Parties with weekly status reports regarding the notice
18 process. CPT also performed other administrative tasks necessary to effectuate the terms of the
19 Settlement. *See* generally Nicodemus Decl. Accordingly, the requested administration costs are
20 fair, reasonable, and adequate, and should be finally approved by the Court.

21 **F. The Court Should Finally Approve Plaintiff's Requested Class**
22 **Representative Enhancement Payment**

23 Courts routinely approve service payments to compensate named plaintiffs for their efforts
24 and the risks they assume in class action litigation. *See, e.g., Bell v. Farmers Ins. Exchange*
25 (2004) 115 Cal.App.4th 715, 726 (upholding service payments for efforts in bringing the case);
26 *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294 (approving a \$50,000.00
27 service payment).
28

1 Here, Plaintiff seeks a Class Representative Enhancement Payment of \$5,000.00, which
2 is reasonable given his substantial efforts in this case, the risks he undertook on behalf of the
3 Settlement Class, and his agreement to a general release of claims, including a waiver of
4 California Civil Code § 1542. See Rowbotham Decl., ¶ 24; Prado Decl., ¶ 5; Settlement, ¶ 5.C.(3).
5 This amount is well within the range of service awards regularly approved by California courts.
6 See, e.g., *Fidelina Rangel v. Forest River, Inc.*, Case No. CIVD1706616, San Bernardino County
7 Superior Court, Hon. David Cohn, presiding (awarding \$10,000 enhancement to the named
8 plaintiff); *Anthony Controulis, et al. v. Anheuser-Busch, LLC*, Case No. BC518518, Los Angeles
9 County Superior Court (awarding \$10,000 enhancement to each of two named Plaintiff);
10 *Damontae Levinston, et al. v. Commerce Distribution Company LLC, et al.*, Case No.
11 22STCV05730, Los Angeles County Superior Court (awarding \$10,000 enhancement to each of
12 four named Plaintiff); *Torres Dawson, et al. v. Wonderful Pistachios and Almonds, LLC*, Kern
13 County Superior Court, Case No. BCV-17-100848 (same); *Koreisz v. On Q Financial Inc.*,
14 Ventura County Superior Court, Case No. 56-2018-00517126-CU-OE-VTA (same).

15 Plaintiff's contributions to this case were extensive. He searched for and provided
16 documents to Class Counsel, offered factual information, held numerous calls with his attorneys
17 to discuss the claims and Defendant's policies, reviewed the complaint, assisted in mediation
18 preparations, and made himself available the entire day of mediation to help resolve factual
19 disputes. Plaintiff also reviewed settlement documents, assisted in case strategy discussions, and
20 played an active role in moving the case toward resolution. Additionally, Plaintiff assumed
21 significant risks by serving as the named plaintiff, publicly attaching his name to the case, and
22 agreeing to a broader general release than other Settlement Class members, including a waiver of
23 Civil Code § 1542. See Rowbotham Decl., ¶ 24; Prado Decl., ¶ 5.

24 Plaintiff spent at least 20 hours performing these duties for the Settlement Class. See Prado
25 Decl., ¶ 5. Plaintiff's participation directly benefited the Settlement Class, as they would not be
26 receiving compensation absent his decision to pursue these claims. Rowbotham Decl., ¶ 24.
27 Moreover, after receiving notice of the proposed enhancement payment, no Settlement Class
28

member objected. *See* Nicodemus Decl., ¶ 11. Accordingly, Plaintiff's request for a \$5,000.00 enhancement payment is fair, reasonable, and justified and should be finally approved.

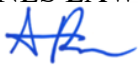
V. CONCLUSION

For the reasons stated herein, Plaintiff respectfully submits that this Court should grant Plaintiff's Motion in its entirety and adopt the [Proposed] Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payment, submitted herewith.

Dated: March 21, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:



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