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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

FRANCISCO ARROYO MORA on behalf of himself, all others similarly situated, and on behalf of the general public,

Plaintiffs,

v.

STERLING PLUMBING, INC.; and DOES 1-100,

Defendants.

CASE NO. 30-2024-01371468-CU-OE-CXC

[*Assigned for all purposes to the Honorable Layne H. Melzer; Dept. CX102*]

PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: March 5, 2026
Time: 2:00 p.m.

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I. INTRODUCTION

This motion seeks final approval of a non-reversionary $239,300 proposed wage and hour class action settlement by Plaintiff Francisco Arroyo Mora ("Plaintiff") and Defendant Sterling Plumbing, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties").[1] The settlement is on behalf of all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from November 4, 2022, to October 28, 2024. ("Class Members").[2] The proposed Agreement satisfies all the criteria for final approval under Rule 3.769 of the California Rules of Court. This motion also seeks an order entering judgment.

This settlement seeks relief for 180 Class Members and will provide Class Members with an average estimated payment of approximately $458.76, with the highest estimated award being approximately $924.18.[3]

This case required 159.6 hours of attorney time from Class Counsel. This litigation involved significant investigation and discovery, and a full day of mediation. Plaintiff moves for final approval of attorneys' fees in the amount of $79,766.66, which represents one-third of the Gross Settlement Amount ("GSA"). As will be demonstrated herein, Plaintiff's attorney fee request is supported using the percentage fee method and the lodestar method. Second, Plaintiff moves for final approval of litigation costs in the amount of $14,966.84 incurred in litigating this matter. Third, Plaintiff moves for final approval of the Class Representative Enhancement Payment in the amount of $5,000 to compensate the Class Representative for a general release of his claims against Defendant and for the time he spent on and the risks absorbed in undertaking this case. Plaintiff played a vital role in representing the other individuals in this case and spearheading the lawsuits to seek monetary relief for them. Fourth, Plaintiff moves for final approval of payment of $6,990 to the Settlement Administrator, Apex Class Action, LLC ("Apex"), for the costs and fees of administering settlement. Fifth, Plaintiff moves for final approval of payment to the Labor and Workforce Development Agency ("LWDA") under the Private Attorneys'

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[1] The Settlement Agreement is attached to the Declaration of David Mara, Esq. ("Mara Dec.") as Exhibit 1. "Exhibit 1" herein refers to the Settlement Agreement.

[2] Exhibit 1 at ¶ 4.

[3] Declaration of Stacey Shim of Apex Class Action, LLC Regarding Notice and Settlement Administration ("Shim Dec.") ¶ 16.

General Act of 2004 ("PAGA") in the amount of $37,500 (75% of the $50,000 allocated to PAGA penalties).

The requested amounts of attorneys' fees, litigation costs, class representative enhancement payment, settlement administration costs, and PAGA payment were fully disclosed to the Class Members when the Class Notice was mailed to them on October 10, 2025. Most importantly, the Settlement and all its terms received overwhelming support from Class Members as there were no objections and disputes, and no requests for exclusion.[4] The Court is therefore respectfully requested to honor the Class Members' endorsement of the settlement and grant final approval of the settlement, attorneys' fees, litigation costs, class representative enhancement payment, costs of settlement administration, and payment to the LWDA pursuant to PAGA in the amounts as preliminarily approved by this Court, as fully disclosed to the Class Members, and as requested herein.

a. Background and Litigation History

Defendant provides plumbing installation and bathroom construction services for its customers. In order to carry out their business, Defendant employs hourly non-exempt employees, like Plaintiff and Class Members. On January 8, 2024, Plaintiff filed PAGA complaint against Defendant was filed by Plaintiff. As part of the Settlement, Plaintiff filed a First Amended Complaint to include class claims for the original underlying alleged PAGA violations. Mara Dec. ¶ 9.

b. Discovery and Investigation

After filing, the Parties engaged in extensive informal discovery and Plaintiff conducted further investigation into the claims. On February 9, 2024, Plaintiff served one set of interrogatories and one set of requests for production of documents on Defendant. In addition, the Parties conducted informal discovery prior to mediation. These discovery efforts led to Defendant producing policy documents, such as its employee handbooks, which include Defendant's meal and rest period policies, as well as the other employment policies at issue in this matter. Defendant also produced time and wage records for Plaintiff and time and wage records for a sampling of Class Members. This permitted Plaintiff to fully understand the nature and scope of the allegations made in the Complaint. Mara Dec. ¶ 10.

c. The Parties Agreed To Attend Mediation

[4] *See* Shim Dec. ¶¶ 11-13.

The Parties attended an all-day mediation with respected wage and hour mediator Jeff Ross on August 28, 2024. This mediation was successful, and a Memorandum of Understanding was drafted and executed by the end of the day. The Parties then met and conferred over all the terms of the settlement and finalized their settlement in the Parties' Agreement. The Parties seek final approval of the Agreement in the instant motion. Mara Dec. ¶ 11, **Exhibit 1**.

II. THE PROPOSED SETTLEMENT AND THE CLASS MEMBERS' RESPONSE

a. Non-Reversionary Settlement Amount and Deductions from the Settlement

Defendant will pay a Gross Settlement Amount ("GSA") of $239,300 which includes, subject to Court approval: (a) attorneys' fees of up to $79,766.66 (one-third of the GSA) to compensate Class Counsel for work already performed and all work remaining to be performed in documenting the settlement, administrating the settlement, and securing Court approval; (b) litigation costs in the amount of $14,966.84; (c) a Class Representative Enhancement Payment to the named class representative, Francisco Arroyo Mora, in a sum not to exceed $5,000 in consideration for prosecuting this class action, serving as Class Representative, work performed, and risks undertaken for the payment of attorneys' fees and costs in the event he had been unsuccessful in the matter; (d) claims administration fees and expenses to Apex Class Action LLC (hereinafter "Apex) in the amount of $6,990; and (e) $50,000 allocated to Plaintiff's claims under the PAGA. Of this payment, 75%, or $37,500 will be provided to the LWDA, and 25%, or $12,500, will be available for distribution to PAGA Aggrieved Employees.

b. Notice to the Class

On September 8, 2025, Counsel for the Defendant provided Apex with the class data file. Shim Dec. ¶ 5. As part of the preparation for mailing, all 180 names and addresses listed in the Class List underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). Shim Dec. ¶ 6. On September 29, 2025, the Class Notice was sent to all 180 individuals listed in the Class List using U.S First Class Mail. Shim Dec. ¶ 7. Members had until December 9, 2025, to respond to the settlement. Shim Dec. ¶¶ 11-13. A total of 8 Class Notices have been remailed. Shim Dec. ¶¶ 8-9. A total of 5 Class Notices have been deemed undeliverable as no updated address was found notwithstanding the skip tracing. Shim Dec. ¶ 10.

The settlement received overwhelming support from the Class Members. Not a single Class Member has objected to the settlement or requested to be excluded. Therefore, currently, 180 Class Members are participating in the settlement, meaning 100% of the Class Members are Participating Class Members. Shim Dec. ¶¶ 11-14.

c. Distribution of Funds

Defendant shall wire to the Settlement Administrator the Gross Settlement Amount no later than fourteen (14) calendar days after the Effective Final Settlement Date.[5] **Exhibit 1** at Section I, Paragraph 20, Page 3. The Settlement Administrator shall inform Defendant of the amount of the employer's share of taxes no later than seven (7) calendar days after the Effective Final Settlement Date. Defendant shall wire to the Settlement Administrator the employer's share of taxes no later than fourteen (14) calendar days of the Effective Final Settlement Date. **Exhibit 1** at Section III, Paragraph 58(K)(i), Page 19. Within seven (7) calendar days after the Defendant wires the Gross Settlement Amount and employer's share of taxes to the Settlement Administrator, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; (5) the PAGA Payment to the LWDA and the PAGA Aggrieved Employees; and (6) Defendant's portion of payroll taxes as the Class Members' current or former employer. **Exhibit 1** at Section III, Paragraph 58(K)(ii), Page 19.

Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of

[5] The effective date of this Settlement will be the date by when both of the following have occurred: (a) the Court enters the Final Approval order; and (b) the Final Approval order is final. The Final Approval order 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 Final Approval order; (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 Final Approval order if no appeal is filed; or (c) if a timely appeal from the Final Approval order filed, the day after the appellate court affirms the Final Approval order and issues a remittitur.

California Code of Civil Procedure Section 384, subd. (b). **Exhibit 1** at Section III, Paragraph 58(K)(ii), Page 19.

I. ARGUMENT

a. The Settlement is Fair, Reasonable, and Adequate and Satisfies the Standard for Final Approval

California Rule of Court, Rule 3.769, requires court approval for class action settlements. Cal. R. Ct. 3.769(g). California courts favor settlement. *Stambaugh v. Superior Court* (1976) 62 Cal. App. 3d 231, 236, *Potter v. Pacific Coast Lumber Co. of Cal*. (1951) 37 Cal. 2d 592, 602 ("[T]he law wisely favors settlements"). Accordingly, the Court must give "[due] regard to what is otherwise a private consensual agreement between the parties." *Wershba v. Apple Computer, Inc*. (2001) 91 Cal. App. 4th 224, 245.

In deciding whether to approve a class settlement, a court evaluates whether the proposed settlement is "fair, adequate, and reasonable." *Dunk v. Ford Motor Co*. (1996) 48 Cal. App. 4th 1794, 1801 (citing *Officers for Justice v. Civil Serv. Comm'n of City & Cnty. of S.F*. (9th Cir. 1982) 688 F.2d 615, 625); *Cho v. Seagate Tech. Holdings, Inc*. (2009) 177 Cal. App. 4th 734, 742 43. A court enjoys broad discretion to make its fairness determination. *Dunk*, 48 Cal. App. 4th at 1801. However, "a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk*, 48 Cal. App. 4th at 1802; accord *Wershba*, 91 Cal. App. 4th at 245. In addition, a court should consider additional relevant factors, including the strength of the plaintiff's case compared to the settlement amount; the risk, expenses, complexity, and likely duration of further litigation; and the fair treatment of class members in relation to each other. *Dunk*, 48 Cal. App. 4th at 1802; *see also In re Microsoft I-V Cases* (2006) 135 Cal. App. 4th 706, 723; *see also Boyd v. Bechtel Corp*. (N.D. Cal. 1979) 485 F. Supp. 610, 617.

At the time of preliminary approval, the Court was provided with sufficient information to satisfy three of the four *Dunk* factors, leaving the fourth factor, the number of objectors, unknown until after the Class had an opportunity to respond to the settlement. Subject only to the Class's reaction to the settlement, the Court preliminarily presumed the settlement was fair, adequate and reasonable. Not a single objection to the settlement has been submitted by any Class Member to the Settlement Administrator. Thus, the settlement is entitled to the presumption that it is fair and in all other respects proper and should be finally approved.

b. The Court Should Approve the Requested Fees and Costs

i. The Requested Fee Award is Fair and Reasonable, Calculated as a Percentage of a Common Fund

Class Counsel applies for an award of attorneys' fees in the sum of $79,766.66 (one-third of the GSA), and litigation costs of $14,966.84 (originally estimated not to exceed $22,500). (Mara Dec. ¶ 12). California courts have recognized an appropriate method for determining an award of attorneys' fees is based on a percentage of the total value of benefits to Class Members by the settlement, also known as the "common fund" method. *Serrano v. Priest* (1977) 20 Cal.3d 25, 34; *Serrano v. Unruh* (1982) 32 Cal.3d 621, 627; *Rawlings v. Prudential-Bache Properties, Inc.* (6th Cir. 1993) 9 F.3d 513, 516; *In re Rite Aid Corp. Securities Litigation* (3d Cir. 2005) 396 F.3d 294, 300. 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 *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the Court stated: "[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs." Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110, 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."

Indeed, the California Supreme Court confirmed in *Laffitte v. Robert Half Int'l, Inc.* that using the percentage method has many advantages:

> 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).[6] Because there is a defined and traceable benefit to the Class, the Court can base an award of attorneys' fees using a 'common fund' approach.

California law provides that an attorneys' fee award should be equivalent to fees paid in the legal marketplace for the result achieved and risk incurred. *Id.* at 47-50; *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503. In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Lealao v. Beneficial Cal., Inc.* (200) 82 Cal.App.4th 19, 50. Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." *Lealao*, *supra*, 82 Cal.App.4th at 53. Therefore, fees in class and representative actions should approximate the probable terms of a contingent fee contract negotiated by a sophisticated attorney and client in comparable litigation. *Id.* at 48.

"The ultimate goal . . . is the award of a 'reasonable' fee to compensate counsel for their efforts, irrespective of the method of calculation." *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th 1253, 1270). It is not an abuse of discretion to choose one method over another as long as the method chosen is applied consistently using percentage figures and/or rates that accurately reflect the marketplace. In cases where class members present claims against a settlement amount and the settlement agreement provides that the defendant agrees to paying the attorneys a percentage of the same, use of that percentage method is appropriate. *Lealao*, *supra*, 82 Cal.App.4th at 32.

Where the amount of a settlement is a "certain easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the settlement. Weil and Brown, California Practice Guide, *Civil Procedure Before Trial*, Chapter 14, § 14:145; *Dunk*, *supra*, 48 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred in class and representative actions because "it

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[6] *Laffitte* also held trial courts have discretion to assess reasonableness of fee awards with tools such as the lodestar cross-check, although they need not do so. *Laffitte*, 1 Cal.5th at 506 ("We hold further that trial courts have discretion to conduct a lodestar cross-check on a percentage fee . . . they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee").

better approximates the workings of the marketplace than the lodestar approach." *Lealao*, *supra*, 82 Cal.App.4th at 49. 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, supra*, 557 F.2d at 769.

Courts have consistently recognized that class action litigation is increasingly necessary to protect the rights of individuals whose injuries and/or damages are too small to economically justify legal action on an individual basis. Accordingly, in determining a reasonable fee award, courts award fees to serve as an economic incentive for lawyers to pursue such litigation in order to achieve increased access to the judicial system for meritorious claims and to enhance deterrents to wrongdoing. This is especially true in situations where multiple similar alleged wrongs would not be economically feasible to pursue individually, such as here. *See* A. Conte, *Attorney Fee Awards* (2d Ed., 1993) 104, at 6.

When the lawsuit was originally filed, the prospect of a long, drawn-out battle with a defendant represented by experienced counsel, was almost a certainty. By taking on this "battle" on a contingency basis, Class Counsel risked substantial economic loss if the results were not successful. This substantial risk is the reason that the courts approve the use of the percentage method when a settlement is obtained by the efforts of class counsel. *See Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49 (quotations omitted) (discussing the risks of engaging in litigation without certainty of compensation).

Under the terms of the Agreement, Defendant will pay a Gross Settlement Amount of $239,300. An award of attorneys' fees is to be calculated as a percentage of the total value of benefits made available to the Class Members under the settlement. In light of Class Counsel's prosecution and resolution of the case, the requested Attorneys' Fees are appropriate and reasonable. Class Counsel have obtained a substantial recovery on behalf of Plaintiff and the Class. Thus, the requested Class Counsel Fees Payment is appropriate. In short, Class Counsel's fee request of $79,766.66 (which represents one-third of the GSA) is in line with awards in similar cases in California and nationwide and demonstrates that Class Counsel's fee request is consistent with market rates and is reasonable.

ii. The Requested Attorney's Fee and Cost Award is Within the Range of Fees Approved in Comparable Common Fund Cases

Several studies of class action fee awards have found that the median common fund fee award is approximately one-third of the total settlement fund.[7] The requested fee of 1/3 of the gross settlement amount falls within that median common fund fee award, and it constitutes fair compensation for undertaking complex, risky, expensive, uncertain, and time-consuming litigation on a contingent basis and compensates Class Counsel for their efforts, as well as the result achieved for the benefit of the Class. Numerous state and federal courts in California routinely approve fee requests equal to or greater than 33% of the common fund. Indeed, courts have found that an award of 33% of the common fund represents the "benchmark" in California.[8] In short, Class Counsel's fee request of $79,766.66 (which represents one-third of the GSA) is in line with awards in similar cases in California and nationwide and demonstrates that Class Counsel's fee request is consistent with market rates and is reasonable.

iii. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee

Class Counsel's fee request is reasonable when calculated using the lodestar method. Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. *Serrano v. Priest* (1977) 20 Cal. 3d 25, 48. The court then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree of success achieved. *Id*. at 49; *see also Ketchum v. Moses* (2001) Cal.4th 1122, 1132-36; *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1096; *Thayer v. Wells Fargo Bank* (2001) 92 Cal.App.4th 819, 834, ("[t]here is no … rule limiting the factors that may justify an exercise of judicial discretion to [adjust the] lodestar").

Class Counsel has worked 159.6 hours to date on this case and have calculated the lodestar fee on those hours at $113,745 at rates reflecting those currently earned in the marketplace. Mara Dec. at ¶ 13, Exhibit 5 Summary of Time and Costs. All of the work and tasks performed by Class Counsel were reasonable and necessary to the prosecution of this case and are reflected in the result achieved. Mara

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[7] *See*, e.g., *Chavez v. Netflix, Inc*. (2008) 162 Cal. App. 4th 43, 66, n.11 (numerous studies have shown that "fee awards in class actions average around one-third of the recovery."); Reagan W. Silber and Frank E. Goodrich, *Common Funds and Common Problems: Fee Objections and Class Counsel's Response*, 17 Rev. Litig. 525, 546; T. Willging, L. Hooper and R. Niemic, *Empirical Study of Class Actions in Four Federal District Courts: Final Report to the Advisory Committee on Civil Rules*, 90 (1996) (finding that attorneys' fees in class litigation "were generally in the traditional range of approximately one-third of the total settlement").

[8] *Smith v. CRST Van Expedited, Inc*. (S.D. Cal. Jan. 14, 2013) 10-CV-1116- IEG WMC, 2013 U.S. Dist. LEXIS 6049, *14 ("These percentages compare favorably with both California (33%) and federal (25%) benchmarks."); *Dennis v. Kellogg Co*. (S.D. Cal. Nov. 14, 2013) 09-CV-1786-L WMC, 2013 U.S. Dist. LEXIS 163118, at *22 ("This percentage compares favorably with both California (33%) and federal (25%) benchmarks and the requested fee compares well with a lodestar cross-check as well.").

Dec. at ¶ 14. Class Counsel respectfully requests attorneys' fees in the amount of $79,766.66 (one-third of the GSA). As Class Counsel's lodestar fee is in excess of their fee request, a multiplier on their lodestar fee is not sought herein. In fact, the requested fee results in a so-called "negative multiplier" which suggests the percentage of the fund amount is reasonable and fair. *See Chun-Hoon v. McKee Foods Corp*. (N.D. Cal. 2010) 716 F.Supp.2d 848, 854; *In re Portal Software, Inc. Securities Litigation* (N.D. Cal. 2007) 2007 U.S. Dist. LEXIS 88886 at *16.

This was a highly contested matter which required a significant amount of time and labor. Class Counsel had to investigate and analyze documents and data produced by Defendant. In addition, as part of the above investigation and analysis, Plaintiff had to marshal the evidence in a manner in which it could be adjudicated on a class-wide basis. So often, lawyers unskilled in the class action aspect of wage and hour cases do not pay attention to or put the work into how the evidence must be presented for class-wide adjudication. Strong class-wide cases perish in the hands of inexperienced counsel because the case has not been worked up to succeed at certification. Class Counsel here has considerable experience in class litigation and, from the beginning of the case, is marshalling the evidence with a sharp focus on class-wide proof needed for the matter to get certified. This case was no different. This filtering of voluminous evidence into class-wide proof while keeping an eye on the merits of the litigation required a considerable amount of attorney time and skill. Mara Dec. at ¶ 15.

Most importantly, all services were performed by Class Counsel on a contingent basis. Mara Dec. at ¶ 17. Both California and federal courts recognize that attorneys should be compensated for taking on such contingent risks and provided with financial incentives to enforce important rights and protections like those at issue in this case. See, e.g., *Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal.4th at 1132-33. Here, Class Counsel bore the risk that, in spite of all of their efforts and skill employed, there may be no recovery.

Therefore, Class Counsel respectfully requests a fee of $79,766.66, which, based on the total attorney hours expended and rates, which is less than the lodestar amount of $AMOUNT and would result in a negative multiplier. Courts routinely enhance lodestar amounts based on multipliers that "range from 2 to 4 or even higher."[9] Thus, given a negative multiplier resulted here, consideration of the lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested fee award.

iv. Class Counsel's Hourly Rates are Reasonable

Class Counsel's hourly rates are between $400 and $850 and are in line with rates typically approved in wage and hour class action litigation and which rates have been approved by Courts in California in the Los Angeles, Sacramento, San Francisco, Alameda, Orange and San Diego County Superior Courts. Mara Dec. at ¶ 17; Exhibit 2, Westlaw Court Express's Legal Billing Report, Volume 14, Number 3, California Region for December 2012; Exhibit 3, 2014 Declaration of Richard M. Pearl in *Hohnbaum v. Brinker Restaurant Corp.* SDSC GIC834348; Exhibit 4, 2012 National Law Journal Survey of Hourly Billing Rates for Partners and Associates).

Class Counsel's skill and experience support their hourly rates. Their practice is limited exclusively to litigation, focusing on the representation of employees in wage and hour and consumer class action matters. (Mara Dec. at ¶¶ 2-8). As leading attorneys in the field of wage and hour class action litigation, Plaintiff's counsel continually monitors the prevailing market rates charged by both defense and plaintiff law firms and set the billing rates of their attorneys and paralegals/law clerks to be consistent with the prevailing market rates in the private sector for attorneys and staff of comparable skill, qualifications and experience. Therefore, as they are in line with those of the relevant community, Class Counsel's hourly rates are reasonable.

v. Class Counsel's Total Hours are Reasonable

In determining a lodestar fee, reasonable hours include, in addition to time spent during litigation, the time spent before the action was filed, including time spent interviewing clients, investigating the facts and law, and preparing the pleadings. See *New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54, 62; *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447. Further, the fee award should include fees incurred to establish and defend the attorneys' fee claim. *Serrano v. Priest* (1982)

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[9] *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 255 (2001); *see, e.g.*, *Vizcaino*, 290 F.3d at 1051 (approving multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 123 (2d Cir. 2005) (approving multiplier of 3.5); *Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113, 1125 (C.D. Cal. 2008) (awarding multiplier of 5.2 and collecting cases with cross-check multipliers ranging from 4.5 to 19.6); *Glendora Community Redevelopment Agency v. Demeter,* 155 Cal.App.3d 465, 479-80 (1984) (approving fee award with multiplier of 12).

32 Cal.3d 621, 639 ("*Serrano IV*"). Under California law, counsel is entitled to compensation for every hour reasonably spent on the matter. *Id.* at 1133.

Class Counsel has expended a total of 159.6 hours on this case. The work performed by Class Counsel in order to achieve a settlement that will provide valuable consideration to the Class is outlined by Class Counsel in the declarations submitted herewith. (Mara Dec. at ¶¶ 14-30, Exhibit 5). Class Counsel have been actively involved in this case, prior to the commencement of this action and all the way up to the present, and Class Counsel's dedication to providing representation in the case has precluded other employment. Class Counsel bore the risk that, despite all of their efforts and skills employed, there may be no recovery. All of the work performed was reasonable and necessary to the prosecution of this case. The work performed was particularly justified, in light of the result achieved.

vi. Costs of Litigation

Class Counsel seeks reimbursement of the litigation costs and expenses of $14,966.84. (Mara Dec. at ¶ 31, Exhibit 5). These costs were all reasonable and necessary to the prosecution of this case and the results achieved and are fair and reasonable.

c. The Class Representative Enhancement Payment is Reasonable

Class Counsel seeks approval of the Class Representative Enhancement Payment to the named Plaintiff in the sum of $5,000. In determining whether to make an incentive award, the court may consider (1) the risk, both financial and otherwise, the class representative faced in bringing the suit; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit received by the class representative as a result of the litigation. *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal. App. 4th 1251, 1272; *Clark v. American Residential Services LLC* (2009) 175 Cal. App. 4th 785, 804. Mara Dec. at ¶ 32.

In agreeing to the settlement, Plaintiff has agreed to a general release of his claims against Defendant. The general release being given by Plaintiff is far greater than the release proposed for Class Members. This payment not only compensates Plaintiff for the work he undertook in this case, but also for the claims and potential claims he may have against Defendant that he is releasing. For example, Plaintiff brought this class action lawsuit to seek recourse for other employees instead of filing an individual case on behalf of merely himself. Since the inception of this case, he has put the Class's interests ahead of his own. This payment compensates Plaintiff for the claims that he forwent bringing for the betterment of the Class. Mara Dec. at ¶ 33.

The requested award is also appropriate and reasonable based upon Plaintiff's time and effort expended on this case, the risks he faced, and the outcome of this case. Plaintiff has submitted a declaration detailing the efforts and time he expended on behalf of the Class in order to advance this case to its successful conclusion. For example, Plaintiff searched for and provided documents to his attorneys that aided in the prosecution of this case. There is no question that this case would not have reached the same result but for Plaintiff's involvement and input at all stages of the litigation. Mara Dec. at ¶ 34; Declaration of Francisco Arroyo Mora ("Mora Dec.") at ¶¶ 5-12.

Moreover, as representative for the absent class members, Plaintiff risked a potential judgment taken against him for attorneys' fees and costs if this matter had not been successfully concluded. Case law holds that a losing party is liable for the prevailing party's costs. *See Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1433. And in some wage and hour actions, such as this case, pursuant to California Labor Code § 218.5, the prevailing party can be liable for attorneys' fees as well. Though the fee agreement provides that Class Counsel would pay such costs, Plaintiff would nevertheless have had a cost bill entered against him leaving him ultimately liable for potentially hundreds of thousands of dollars in the unexpected possibility that Class Counsel did not meet their obligation to cover those costs. Unfortunately, there have been judgments like this entered against class representatives.[10] The risk of payment of Defendant's costs, alone, is a sufficient basis for an award of the requested service award. Few individuals are willing to take this risk, and Plaintiff championed a cause on behalf of others with potentially huge monetary risks. Mara Dec. at ¶ 35.

Additionally, the modern-day work force is mobile, with employees holding several jobs over the span of their career. It is also true that prospective employers in this computer, high-tech age "Google" and/or do extensive background checks and have access to court databases to see if applicants

[10] *See*, e.g. *Koehl v. Verio, Inc.*, 142 Cal.App.4th 1313, 1328 (2006) (a wage and hour class action where Defendant prevailed at trial, the named Plaintiffs were held liable, jointly and severally for the Defendant's attorneys' fees); *Whiteway v. Fedex Kinkos Office & Print Services, Inc.,* No. 05-2320, 2007 U.S. Dist. LEXIS 95398 (N.D. Cal. Dec. 17, 2007) (a wage and hour misclassification case lost on summary judgment, after the case was certified, the named Plaintiff was assessed costs in the sum of $56,788.).

have ever filed a lawsuit or have ever been sued. Here, Plaintiff's conduct will not be lost on a prospective employer who has to choose between an applicant who has never sued an employer and one who has done so. The requested award far from compensates Plaintiff for opportunities he may lose in the future because of the exercise of a Constitutional right to Petition the Courts for redress of a grievance. Mara Dec. at ¶ 36.

It should be noted that service awards are particularly important to plaintiffs in wage and hour cases because they promote the important public policies underlying the wage and hour laws. This strong policy is codified in California Labor Code § 90.5, which provides that "[i]t is the policy of this state to vigorously enforce minimum labor standards in order to ensure employees are not required or permitted to work under substandard unlawful conditions . . ." Cal. Lab. Code § 90.5. Nonetheless, the California Supreme Court has noted that "retaliation against employees for asserting statutory rights under the Labor Code is widespread," despite anti-retaliation statutes designed to protect employees. *Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460–61. In this context, class representatives should be rewarded for assuming the risk of retaliation for the sake of class members. *See Frank v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 F.R.D. 174, 187. Mara Dec. at ¶ 37.

Courts routinely approve service payments, or incentive awards, to compensate named plaintiffs for the services they provide and the risks they incur during class litigation. *See In re Cellphone Fee Termination Cases* (2010) 186 Cal. App. 4th 1380, 1393; *see also Bell v. Farmers Ins. Exch*. (2004) 115 Cal. App. 4th 715, 725-26 (upholding service payments to class representatives); Manual § 21.62 n.971 (noting that service payments are warranted). Based on the foregoing, the $5,000 payment to the named Class Representative is fair, appropriate and justified as part of the overall settlement. Mara Dec. at ¶ 38.

d. The Administration Costs are Reasonable

The Court-approved Settlement Administrator was responsible for formatting, printing and mailing the Class Notices. The Settlement Administrator was responsible for responding to Class Member inquiries, providing weekly status reports, answering questions from Counsel for the Parties, and providing a declaration to document its duties and responsibilities under the settlement. Plaintiff now requests that the Court finally approve the Settlement Administration Costs in the amount of $6,990 to Apex for services rendered and to be rendered for the notice and settlement administration process.

Following the grant of final approval, the Settlement Administrator's duties will continue in order to calculate and mail the individual settlement payments to Participating Class Members, perform tax reporting obligations, disburse other payments as ordered by the Court, and perform such other duties as set forth in the Agreement.

I. CONCLUSION

Based on the foregoing, Class Counsel respectfully requests the Court grant final approval of the settlement.

Dated: February 9, 2026

MARA LAW FIRM, PC

____
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