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

GERI GATES, individually, and on behalf
of others similarly situated,

Plaintiff,

vs.

SD & A TELESERVICES, INC., a
Georgia Corporation; and DOES 1 through 25,
inclusive,

Defendants

Case No. 23STCV29390
(Consolidated with Case Nos. 24STCV02771 and
23STCV224461)

Honorable Laura A. Seigle
Department 17

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENTS, AND SETTLEMENT
ADMINISTRATION COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: April 17, 2026
Time: 9:00 a.m.
Dept.: 17

Complaint Filed: November 30, 2023
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on **April 17, 2026 at 9:00 a.m.** in Department 17 of the
3 above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,
4 California 90012 pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the
5 California Rules of Court, and California Labor Code section 2699(1), Plaintiffs Geri Gates and Tina
6 Pichon (together, “Plaintiffs”) will and hereby do move the Court for an Order granting final approval
7 of the proposed class action and Labor Code Private Attorneys General Act of 2004, California Labor
8 Code sections 2698, *et seq.* (“PAGA”) settlement between Plaintiffs and Defendant SD&A
9 Teleservices, Inc. (“Defendant”).

10 Plaintiffs request that the Court enter an Order:

- 11 1. Granting final approval of the class action and PAGA settlement;
- 12 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
13 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement (“Settlement
14 Agreement” or “Settlement”), including payment by Defendant of the Gross Settlement Amount of
15 Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) equal to the amounts to pay (1) the
16 Settlement Class Members and Aggrieved Employees pursuant to the terms of the Settlement; (2) the
17 Court-approved Attorneys’ Fees and Costs; (3) the Court-approved Enhancement Payments; (4) the
18 Court-approved Settlement Administration Costs; and (5) the Court-approved payment to the
19 California Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA;
- 20 3. Approving Class Counsel’s request for one-third (1/3) of the Gross Settlement Amount,
21 i.e., One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
22 (\$166,666.67) in attorneys’ fees, plus reimbursement of actual costs and expenses in the amount of
23 Thirty Thousand Six Hundred Ninety-One Dollars and Seventy-Two Cents (\$30,691.72);
- 24 4. Approving the Enhancement Payments to Plaintiffs in the aggregate amount of Fifteen
25 Thousand Dollars and Zero Cents (\$15,000.00) in recognition of their services to the Class Members;
- 26 5. Approving the Settlement Administration Costs to ILYM Group, Inc. in the amount of
27 Six Thousand Six Hundred Fifty Dollars and Zero Cents (\$6,650.00); and

28 ///

8. Approving Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) to be paid to the LWDA as seventy-five percent (75%) of the Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) allocated to civil penalties under PAGA.

This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court, which require approval by the Court of a class action settlement and permit the Court to extend the page limit for memoranda.

This Motion is based on the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel (Jasmine Y. Kianfard, Carly Nese, and Louis Benowitz), the Class Representatives (Geri Gates and Tina Pichon), and the Settlement Administrator (Garvin Brown on behalf of ILYM Group, Inc.), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: March 25, 2026

BLACKSTONE LAW, APC

By: /s/ Jasmine Y. Kianfard
Jasmine Y. Kianfard
 Attorneys for Plaintiff Gerri Gates and the Class

Dated: March 25, 2026

LAW OFFICE OF CARLY NESE

By: /s/ Carly Nese
 Carly Nese
 Attorneys for Plaintiff Tina Pichon and the Class

Dated: March 25, 2026

BENOWITZ LAW CORPORATION

By: /s/ Louis Benowitz

 Louis Benowitz
 Attorneys for Plaintiff Tina Pichon and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Geri Gates (“Plaintiff Gates”) and Tina Pichon (“Plaintiff Pichon”) (together,
4 “Plaintiffs” or “Class Representatives”) seek final approval of the class action settlement reached with
5 Defendant SD&A Teleservices, Inc. (“Defendant”). Subject to Court approval, Plaintiffs and
6 Defendant (collectively, the “Parties”) have settled the Released Class Claims and Released PAGA
7 Claims as defined in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement
8 Agreement” or “Settlement”) for a total amount of Five Hundred Thousand Dollars and Zero
9 (\$500,000.00) (“Gross Settlement Amount”). (See Declaration of Jasmine Y. Kianfard in Support of
10 Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and
11 Costs, Enhancement Payments, and Settlement Administration Costs [“Kianfard Decl.”], ¶ 16, Exh.
12 1).

13 The Court conditionally certified, for settlement purposes only, the Class defined as: “All non-
14 exempt employees who worked for Defendant in California at any time during the Class Period,
15 excluding individuals who worked solely under the dba Full Deck” (“Class” or “Class Members”).
16 (Settlement Agreement, ¶ 12.d; Kianfard Decl., ¶ 14). The “Class Period” is defined as the period
17 from November 30, 2019 through July 1, 2025. (Settlement Agreement, ¶ 12.h; Kianfard Decl., ¶ 14).
18 The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid
19 Request for Exclusion. (Settlement Agreement, ¶ 12.mm; Kianfard Decl., ¶ 14). The “Aggrieved
20 Employees” consist of “all non-exempt employees who worked for Defendant in California at any
21 time during the PAGA Period, excluding individuals who worked solely under the dba Full Deck.”
22 (Settlement Agreement, ¶ 12.a; Kianfard Decl., ¶ 14). The “PAGA Period” is defined as the period
23 from July 13, 2022 through July 1, 2025. (Settlement Agreement, ¶ 12.aa; Kianfard Decl., ¶ 14).

24 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
25 approval under California law because it is fair, adequate, and reasonable. (Kianfard Decl., Exh. 1;
26 See also, *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor*
27 *Company* (1996) 48 Cal.App.4th 1794, 180 l). The response of the Class to the Settlement confirms
28 that final settlement approval is appropriate. There have been no objections to or requests to opt-out

1 from the Class Settlement. (Declaration of Garvin Brown of ILYM Group, Inc., Regarding Notice
2 and Settlement Administration [“Brown Decl.”], ¶¶ 10 and 11).

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

7 Plaintiffs seek the Court’s approval of an attorneys’ fee award of one-third (1/3) of the Gross
8 Settlement Amount, equaling One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and
9 Sixty-Seven Cents (\$166,666.67), plus reimbursement of actual litigation costs and expenses in the
10 amount of Thirty Thousand Six Hundred Ninety-One Dollars and Seventy-Two Cents (\$30,691.72)
11 (together, “Attorneys’ Fees and Costs”). Class Counsel’s request for an award of attorneys’ fees and
12 costs is reasonable and appropriate in light of the outstanding work performed by Class Counsel in the
13 matter, the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao*
14 *v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

15 Plaintiffs also request the Court’s approval of the amounts to be paid to Plaintiffs in the
16 amounts of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total,
17 \$15,000.00) (“Enhancement Payments”) for their services on behalf of the Class. These amounts
18 proposed to be awarded to Plaintiffs are fair and reasonable for the reasons Plaintiffs provided in their
19 declarations. (*See Declaration of Plaintiff Geri Gates in Support of Motion for Final Approval of*
20 *Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and*
21 *Settlement Administration Costs* [“Gates Decl.”] and *Declaration of Plaintiff Tina Pichon in Support*
22 *of Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs,*
23 *Enhancement Payment, and Settlement Administration Costs* [“Pichon Decl.
24] filed concurrently herewith). Courts approve incentive awards to plaintiffs when justified and
25 appropriate to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken*
26 *v. Atlantic Ricliffeld Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

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1 Finally, Plaintiffs request that the Court approve the payment of Six Thousand Six Hundred
2 Fifty Dollars and Zero Cents (\$6,650.00) (“Settlement Administration Costs”) to ILYM Group, Inc.
3 (“ILYM” or “Settlement Administrator”) as compensation for its administration services it has and
4 will provide in connection with the Settlement.

5 In order to efficiently present the Court with adequate information to determine whether to
6 grant final approval of the Settlement and award the Attorneys’ Fees and Costs, Enhancement
7 Payments, and Settlement Administration Costs, Plaintiffs also move for an order permitting the filing
8 of this single consolidated memorandum, although it exceeds the page limit established by California
9 Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

10 II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

11 Defendant provides telephone-based fundraising, and subscription and membership sales
12 services to nonprofit organizations, in Los Angeles, California. Plaintiff Gates was employed by
13 Defendant in its Art Division as an hourly-paid, non-exempt Sales Agent from approximately March
14 2014 to November 2023. (Gates Decl., ¶ 2). Plaintiff Pichon was employed by Defendant in an hourly
15 fundraising position from approximately April 2017 to April 2023. (Pichon Decl., ¶ 3).

16 On July 13, 2023, Plaintiff Pichon provided written notice to the California Labor and
17 Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified
18 Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California
19 Labor Code alleged to have been violated by Defendant (“Pichon PAGA Letter”). (Kianfard Decl., ¶
20 2).

21 On September 18, 2023, Plaintiff Pichon filed a Complaint for Civil Penalties Under the Labor
22 Code Private Attorneys General Act of 2004 (Lab. Code § 2698 *Et Seq.*) (“Pichon Operative
23 Complaint”) in the action entitled *Tina Pichon v. SD&A Teleservices, Inc.*, Los Angeles County
24 Superior Court Case No. 23STCV22461 (“Pichon Action”), which alleged one cause of action under
25 Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*
26 (“PAGA”) against Defendant. (*Id.*, ¶ 3).

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1 On November 28, 2023, Plaintiff Gates provided written notice to the LWDA by online
2 submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section
3 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by
4 Defendant (“Gates PAGA Letter”). (*Id.*, ¶ 4).

5 On November 30, 2023, Plaintiff Gates filed a Class Action Complaint for Damages (“Gates
6 Class Operative Complaint”) in the action entitled *Geri Gates v. SD & A Teleservices, Inc.*, Los
7 Angeles County Superior Court Case No. 23STCV29390 (“Gates Class Action”), thereby
8 commencing a putative class action against Defendant. (*Id.*, ¶ 5).

9 On February 1, 2024, Plaintiff Gates filed a Complaint for Enforcement Action Under the
10 Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“Gates PAGA Operative
11 Complaint”) in the action entitled *Geri Gates v. SD & A Teleservices, Inc.*, Los Angeles County
12 Superior Court Case No. 24STCV02771 (“Gates PAGA Action”), which alleged one cause of action
13 under PAGA against Defendant. (*Id.*, ¶ 6).

14 On March 11, 2024, Defendant filed a Motion to Compel Arbitration and supporting
15 documents in the Pichon Action. (*Id.*, ¶ 7).

16 On May 2, 2024, Plaintiff Gates propounded written formal discovery onto Defendant
17 (specifically, Special Interrogatories (Set One) and Requests for Production of Documents (Set One)).
18 (*Id.*, ¶ 8).

19 On May 15, 2024, Defendant filed a Motion to Compel Arbitration and supporting documents
20 in the Gates Class Action. (*Id.*, ¶ 9). On September 13, 2024, Defendant filed a renewed Motion to
21 Compel Arbitration and supporting documents in the Gates Class Action. (*Ibid.*). On October 28,
22 2024, Defendant filed a renewed Motion to Compel Arbitration and supporting documents in the
23 Pichon Action. (*Ibid.*). The hearings on Defendant’s Motions to Compel Arbitration were taken off
24 calendar pending mediation pursuant to the joint stipulation of the Parties. (*Ibid.*).

25 On April 21, 2025, the Parties participated in a formal mediation conducted by Tagore
26 Subramaniam, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in
27 complex wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties
28 were able to reach an agreement to resolve this dispute on a global class and representative basis. (*Id.*,

¶ 10). The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (Ibid).

On August 29, 2025, the Gates Class Action, Gates PAGA Action, and Pichon Action (collectively, the “Actions”) were consolidated. (*Id.*, ¶ 11). The Gates Class Action was deemed the lead case. (Ibid). The Gates Class Operative Complaint, Gates PAGA Operative Complaint, and Pichon Operative Complaint (collectively referred to as the “Operative Complaints”) allege causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations. (Ibid).

On October 10, 2025, the Parties executed the Settlement Agreement. (*Id.*, ¶ 12 and Exh. 1).

On October 24, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 13). On December 17, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed administration procedures and associated deadlines. (*Id.*, ¶ 13 and Exh. 2).

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

///

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

2 The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
3 Complaints for a non-reversionary Gross Settlement Amount of Five Hundred Thousand Dollars and
4 Zero (\$500,000.00), which is exclusive of employer-side payroll taxes. (Settlement Agreement, ¶
5 12.s; Kianfard Decl., ¶ 16). The Gross Settlement Amount includes: (1) Class Counsel’s fees in the
6 amount of one-third (1/3) of the Gross Settlement Amount, equaling One Hundred Sixty-Six Thousand
7 Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$166,666.67); (2) Class Counsel’s actual
8 litigation costs and expenses, in the amount of Thirty Thousand Six Hundred Ninety-One Dollars and
9 Seventy-Two Cents (\$30,691.72); (3) Settlement Administration Costs in the amount Six Thousand
10 Six Hundred Fifty Dollars and Zero Cents (\$6,650.00); (4) Enhancement Payments in the aggregate
11 amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00); and (5) PAGA Amount in the
12 amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). (Settlement Agreement, ¶¶
13 12.s, 15, 18, 16, and 17; Kianfard Decl., ¶ 16). After the above Court-approved amounts are deducted
14 from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement
15 Amount of approximately Two Hundred Fifty-Five Thousand Nine Hundred Ninety-One Dollars and
16 Sixty-One Cents (\$255,991.61). (Settlement Agreement, ¶ 12.x; Kianfard Decl., ¶ 16).

17 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
18 to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor
19 does it require Aggrieved Employees to submit claims as a prerequisite to receiving their *pro rata*
20 share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”). (Settlement
21 Agreement, ¶¶ 12.v, 12.t, and 23; Kianfard Decl., ¶ 17). Individual Settlement Shares are calculated
22 by the Settlement Administrator by dividing the Net Settlement Amount by the total number of weeks
23 each Settlement Class Member worked for Defendant as a non-exempt employee in California during
24 the Class Period (“Workweeks”) and multiplying the result by each Settlement Class Member’s
25 Workweeks worked during the Class Period. (Settlement Agreement, ¶¶ 12.nn and 20; Kianfard Decl.,
26 ¶ 17). Individual PAGA Payments are calculated by the Settlement Administrator by dividing the
27 amount of the Aggrieved Employees’ 25% share of PAGA Amount (\$6,250.00) by the total number
28 of pay periods each Aggrieved Employee worked for Defendant as a non-exempt employee in

1 California during the PAGA Period (“Pay Periods”) and multiplying the result by each Aggrieved
2 Employee’s Pay Periods worked during the PAGA Period. (Settlement Agreement, ¶¶ 12.cc and 21;
3 Kianfard Decl., ¶ 17)

4 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
5 percent (80%) penalties, interest, and non-wage damages. (Settlement Agreement, ¶ 22; Kianfard
6 Decl., ¶ 19). The portion allocated to wages will be reported on an IRS Form W-2 and the portions
7 allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if
8 applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 22; Kianfard Decl., ¶ 19). The
9 Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect
10 to the wage portion of the Individual Settlement Shares, and issue checks to Settlement Class Members
11 for their net payment of their Individual Settlement Share (“Individual Settlement Payment”).
12 (Settlement Agreement, ¶¶ 12.u and 22; Kianfard Decl., ¶19). The employer’s share of taxes and
13 contributions in connection with the wages portion of Individual Settlement Shares will be paid
14 separately and in addition to the Gross Settlement Amount. (Settlement Agreement, ¶ 22; Kianfard
15 Decl., ¶ 19). Each Individual PAGA Payment will be allocated as one hundred percent (100%)
16 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.
17 (Settlement Agreement, ¶ 22; Kianfard Decl., ¶ 19).

18 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
19 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
20 thereafter, shall be canceled. (Settlement Agreement, ¶ 40; Kianfard Decl., ¶ 20). Any funds
21 associated with such canceled checks will be distributed by the Settlement Administrator to the State
22 of California’s Unclaimed Property Division in the name of the Settlement Class Member and/or
23 Aggrieved Employee at issue. (Settlement Agreement, ¶ 40; Kianfard Decl., ¶ 20).

24 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all
25 Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
26 compromised, relinquished, and discharged the Released Parties of any and all claims pled, debts,
27 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
28 action which were alleged or which could have been reasonably alleged based on the factual

1 allegations in the Actions or the Gates Class Operative Complaint, arising during the Class Period,
2 under any federal, state, or local law which includes, but is not limited to, claims for failure to pay all
3 minimum wages and overtime wages due, failure to provide proper meal periods and provide premium
4 pay in lieu thereof, failure to permit rest periods and provide premium pay in lieu thereof, failure to
5 timely pay wages during employment, failure to provide accurate itemized wage statements, waiting
6 time penalties, failure to reimburse necessary business-related costs, in violation of California Labor
7 Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800,
8 and 2802, the applicable Industrial Welfare Commission Wage Order, California Business and
9 Professions Code sections 17200, *et seq.*, and all claims for attorneys' fees and costs and statutory
10 interest in connection therewith (collectively, "Released Class Claims"). (Settlement Agreement, ¶¶
11 12.ff and 41).

12 Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with
13 respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully,
14 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
15 of any and all claims for civil penalties under the Private Attorneys General Act of 2004, California
16 Labor Code Sections 2698 *et seq* that were pled in the Pichon Action and Gates PAGA Action or
17 which could have reasonably been alleged based on the factual allegations in the Pinchon Operative
18 Complaint and Gates PAGA Operative Complaint and the Pichon PAGA Letter and Gates PAGA
19 Letter, arising during the PAGA Period, which includes, but is not limited to, claims for failure to pay
20 all minimum wages and overtime wages due, failure to provide proper meal periods and provide
21 premium pay in lieu thereof, failure to permit rest periods and provide premium pay in lieu thereof,
22 failure to timely pay wages during employment, failure to provide accurate itemized wage statements,
23 waiting time penalties, failure to reimburse necessary business-related costs, in violation of California
24 Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198,
25 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and all claims for
26 attorneys' fees and costs in connection therewith (collectively, "Released PAGA Claims"). (*Id.*, ¶¶
27 12.gg and 42).

28 ///

1 The “Released Parties” means Defendant and its current and former officers, directors,
2 members, insurers, shareholders, attorneys, representatives, and agents during the Class Period and
3 their respective parents, subsidiaries, affiliates, predecessors, successors, and assigns. (*Id.*, ¶ 12.hh).

4 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

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

7 On December 1, 2025, ILYM Group received Three Hundred Thousand Dollars and Zero
8 Cents (\$300,000.00) of the Gross Settlement Amount (“First Installment”) from Defendant. (Brown
9 Decl., ¶ 4).

10 On December 17, 2025, ILYM received the Court approved text for the Class Notice from
11 Class Counsel. (*Id.*, ¶ 4).

12 On January 7, 2026, ILYM received the Class List file from Defendant’s Counsel, which
13 contained the full name, social security number, last known mailing address, the dates worked for
14 Defendant during the Class Period, the number of Workweeks, and the number of Pay Periods for each
15 Class Member. (*Id.*, ¶ 6). The Class List was uploaded to ILYM’s database and checked for duplicates
16 and other possible discrepancies. (*Ibid.*). The Class List contained 255 Class Members who worked
17 23,908 Workweeks and 169 Aggrieved Employees who worked 7,037 Pay Periods. (*Ibid.*).

18 As part of the preparation for mailing, all 255 names and addresses contained in the Class List
19 were then processed against the National Change of Address (“NCOA”) database, maintained by the
20 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses
21 of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 7). The NCOA contains requested
22 change of addresses filed with the USPS. (*Ibid.*). To the extent that an updated address was found in
23 the NCOA database, the updated address was used for the mailing of the Class Notice. (*Ibid.*). To the
24 extent that no updated address was found in the NCOA database, the original address provided by
25 Defendant’s Counsel was used for the mailing of the Class Notice. (*Ibid.*).

26 On January 14, 2026, the Class Notice was mailed, via U.S. First Class Mail, to all 255
27 individuals contained in the Class List. (*Id.*, ¶ 8). 24 Class Notices were returned to ILYM as
28 undeliverable. (*Id.*, ¶ 9). ILYM performed a computerized skip trace on the 24 returned Class Notices
that did not have a forwarding address in an effort to obtain an updated address for the purpose of re-

1 mailing the Class Notice. (Ibid). As a result of this skip trace, 21 updated addresses were obtained
2 and the Class Notice was promptly re-mailed to those Class Members, via U.S First Class Mail. (Ibid).
3 A total of 3 Class Notices have been deemed undeliverable as no updated address was found
4 notwithstanding the skip tracing. (Ibid).

5 Class Members had sixty (60) calendar days after the Settlement Administrator mailed the
6 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Dispute (“Response
7 Deadline”). (Settlement Agreement, ¶ 12.jj). The Response Deadline was March 16, 2026. (Brown
8 Decl., ¶¶ 10-12). The Settlement Administrator did not receive any Notices of Objections and/or
9 Disputes. (Ibid). Additionally, while the Settlement Administrator did receive 1 Request for
10 Exclusion, it was rescinded by the Class Member. (*Id.*, ¶ 10).

11 The estimated average gross Individual Settlement Share is \$986.99, the estimated highest
12 gross Individual Settlement Share is \$3,084.46, and the estimated lowest gross Individual Settlement
13 Share is \$21.05; the estimated average Individual PAGA Payment is \$36.98, the estimated highest
14 Individual PAGA Payment is \$68.39, and the estimated lowest Individual PAGA Payment is \$0.89.
15 (*Id.*, ¶¶ 15 and 16).¹

16 V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

17 On October 24, 2025, Class Counsel submitted a copy of the Settlement Agreement to the
18 LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2).
19 (Kianfard Decl., ¶ 21). The LWDA has not objected or otherwise responded to the submissions.
20 (Ibid).

21 VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL

22 A. The Legal Standard for Final Approval

23 Before granting final approval of a class action settlement, the Court must review the
24 settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48
25 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the
26 strength of the plaintiff’s case, the risk, expense, complexity and likely duration of further litigation,

27
28 ¹ The actual average, highest, and lowest Individual Settlement Shares will be larger than the amounts stated in the Brown Decl. because the Net Settlement Amount is larger due to Class Counsel’s request for reimbursement of litigation costs and expenses in an amount that is less than \$35,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$4,308.28 will be part of the Net Settlement Amount).

1 the amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
2 the experience and views of counsel, and the reaction of the class members to the proposed settlement.
3 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801
4 [“The list of factors is not exhaustive and should be tailored to each case”]; *Officers for Justice v. Civil*
5 *Serv. Comm’n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, a presumption of fairness
6 exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and
7 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
8 in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245;
9 *Dunk*, 48 Cal.App.4th at 1802). “The settlement or fairness hearing is not to be turned into a trial or
10 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
11 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty
12 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
13 settlements.” (*Officers for Justice, supra*, 688 F.2d at 625).

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

15 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
16 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
17 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
18 were at all times made at arm’s-length and were adversarial. (Kianfard Decl., ¶ 22). The Parties
19 engaged in extensive formal and informal discovery prior to reaching a settlement at the mediation.
20 (*Id.*, ¶ 23).

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

22 Courts typically assess the status of discovery in determining whether a class action settlement
23 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
24 Defendant produced a random twenty percent (20%) sampling of putative class members’ time and
25 pay records as well as Defendant’s relevant wage and hour policies, and information regarding the
26 total number of putative class members, the number of current versus former employees, the total
27 workweeks worked by the putative class members, and the average rate of pay for the putative class
28 members. (Kianfard Decl., ¶ 23). This allowed Class Counsel to conduct an informed assessment and

1 analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (Ibid).
2 Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*
3 *Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008)
4 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

5 Based on the information exchanged, the Parties extensively briefed issues regarding class
6 certification and liability and provided their analyses to the Mediator who helped the Parties debate
7 the strengths and weakness of their respective positions. (Kianfard Decl., ¶ 25). At all times, Plaintiffs
8 were willing and prepared to litigate this matter through class certification and trial if the Parties had
9 been unable to reach a favorable resolution. (Ibid). Additionally, settlement negotiations were
10 conducted by highly capable and experienced counsel. (Ibid). Class Counsel are respected members
11 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
12 in handling complex wage and hour class action litigation. (Ibid). Accordingly, Class Counsel had
13 sufficient information and experience to act intelligently in negotiating the Settlement.

14 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
15 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
16 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
17 must consider "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of
18 further litigation, the risk of maintaining class action status through trial, the amount offered in
19 settlement, the extent of discovery completed and the stage of the proceedings, the experience and
20 views of counsel, the presence of a governmental participant, and the reaction of the class members to
21 the proposed settlement." (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

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

26 Class Counsel are aware of Defendant's defenses and arguments and have also taken into
27 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
28 inherent in such litigation, including those involved in class and/or representative adjudication.

1 (Kianfard Decl., ¶ 27). Plaintiffs further recognize the burdens of proof necessary to establish liability
2 for the claims asserted in the Actions, Defendant's defenses, and the difficulties in establishing
3 entitlement to monetary recovery. (Ibid). Plaintiffs have also considered the Parties' settlement
4 discussions, as well as the evaluations of the Mediator, who is experienced and well-regarded in
5 complex labor and employment matters. (Ibid).

6 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
7 with the claims alleged in the Actions, and further denies that class certification is appropriate for any
8 purpose other than the Settlement. (*Id.*, ¶ 28). Defendant believes that it would ultimately prevail in
9 the Actions. (Ibid). Defendant proffered defenses to both certification and to the merits of Plaintiffs'
10 claims. (Ibid). Defendant contended that Plaintiffs' claims are not suitable for class certification
11 because individual issues would predominate should this case go to trial. (Ibid). As with all class
12 actions, these complex cases raise difficult management and proof issues and, accordingly, there is a
13 significant risk that the Court may deny class certification. (Ibid).

14 Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving
15 the amount of wages due to each Class Member would be an expensive, time-consuming, and
16 extremely uncertain proposition. (*Id.*, ¶ 29). In order to prove liability and damages, Class Counsel
17 would need to request and analyze thousands of pages of documents, obtain the Class Members'
18 contact information, contact them, and obtain declarations at great expense. (Ibid). Obtaining the
19 cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution
20 of a lawsuit against a current employer. (Ibid). On the other hand, Defendant would likely be able to
21 obtain the cooperation of its employees. (Ibid). Moreover, even if Plaintiffs prevailed at class
22 certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

23 In light of the Parties' respective legal positions and the risks of continued litigation, the Gross
24 Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable.
25 (*Id.*, ¶ 30).

26 ///

27 ///

28 ///

1 **VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**
2 **AND SHOULD BE APPROVED**

3 Class Counsel seeks one-third (1/3) of the Gross Settlement Amount (i.e., \$166,666.67) for
4 fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling
5 Thirty Thousand Six Hundred Ninety-One Dollars and Seventy-Two Cents (\$30,691.72) incurred in
6 the prosecution of the Actions. (Kianfard Decl., ¶ 31); Declaration of Carly Nese in Support of
7 Plaintiff's Motion for Final Approval of Class Action ["Nese Decl.," ¶ 13]; Declaration of Louis
8 Benowitz in Support of Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys'
9 Fees and Costs, Enhancement Payments, and Settlement Administration Costs ["Benowitz Decl.,"]).
10 The requested fees and costs are fair compensation for undertaking complex, risky, expensive, and
11 time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits
12 achieved by Class Counsel for the Class Members. (Ibid).

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

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

22 The California Supreme Court has held that, "when a number of persons are entitled in
23 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
24 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys' fees
25 out of the fund." (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D'Amico*, 11 Cal.3d 1; see also *Boeing,*
26 *supra*, 444 U.S. at 478 ("[A] lawyer who recovers a common fund for the benefit of persons other than
27 himself or his client is entitled to a reasonable attorney's fee from the fund as a whole."); *Mills, supra*,
28 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class

actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3 explains the common fund doctrine as follows:

Where the lawsuit results in the recovery of a fund or property benefiting others as well as plaintiff (e.g., a class action), the court has inherent equitable power to order plaintiffs attorney fees paid out of the common fund or property [citations]. Such fee spreading assures that all of those benefited by the litigation pay their fair share of obtaining the recovery.

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

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

Whatever doubts may have been created by *Serrano III*, supra, 20 Cal.3d 25, [], or the Court of Appeal cases that followed, we clarify today that use of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion. We join the overwhelming majority of federal and state courts in holding that when class action litigation established a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created. 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.

(*Laffitte*, 1 Cal.5th at 503).

In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated: “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs.” Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme Court recognized that the common benefit 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.”

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

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

21 A fee of one-third (1/3 of the Gross Settlement Amount (i.e., \$166,666.67) is easily within the
22 range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to
23 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F. Supp. at
24 1378). According to Professor Newberg: “No general rule can be articulated on what is a reasonable
25 percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a reasonable fee
26 award from a common fund, in order to assure that fees do not consume a disproportionate part of the
27 recovery obtained for the class, though somewhat larger percentages are not unprecedented.”
28 (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel’s requested fee is reasonable and falls

1 well within the historical range of attorney's fee awards under the common fund theory. Based on
2 Class Counsel's showing of reasonableness, the Court should approve the requested fees pursuant to
3 the common fund approach.

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

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

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

13 In that vein, this Court should consider the contingent nature of these cases, the uncertainty of
14 the outcome, the quality of the counsel, and the preclusion from other employment.

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

16 From the outset of the Actions to the present, prosecution of this matter has involved significant
17 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
18 with no guarantee of recovery. Class Counsel has placed their own resources at risk to prosecute this
19 matter with no guarantee of success. The risks of this matter are apparent in that class certification
20 would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
21 cases such as this. Moreover, even if class certification were granted over Defendant's opposition,
22 there was no assurance that Plaintiffs would succeed at trial. (Kianfard Decl., ¶¶ 26-29). Despite such
23 challenges, Class Counsel was able to persuade Defendant that it faced significant liability exposure
24 such that they were willing to pay \$500,000.00 to settle the Class Members' claims.

25 **D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation**

26 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
27 including litigation involving the legal issues in this matter. (Kianfard Decl., ¶¶ 34 and 35; Nese Decl.,
28 ¶¶ 3-6; Benowitz Decl., ¶¶ 4-13). Class Counsel's skill in developing a factual record and convincing
Defendant of its litigation exposure under California law was essential to achieving the Settlement.
Through its skill and reputation, Class Counsel was able to obtain a settlement that provides an
outstanding result for Class Members. (See generally Kianfard Decl., Nese Decl., and Benowitz

Decl.).

E. The Results Achieved

The excellent results achieved by the Settlement support Class Counsel's request for attorneys' fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class Members will be paid, on average, approximately \$986.99 each, which is intended to compensate them for the alleged wage and hour violations they suffered during their employment. (Kianfard Decl., ¶ 18). This is a significant benefit for the Settlement Class Members here as it represents a recovery for highly disputed claims. Equally important is the fact that the State of California will receive \$18,750.00 for enforcement of labor laws and education of employers. (*Id.*, ¶ 41).

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

F. Preclusion of Other Employment

As California law recognizes, Class Counsel's commitment to this litigation should not be assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See ibid*). Class Counsel had to consider their workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. (Kianfard Decl., ¶ 33).

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

Fee calculations under the lodestar method would result in a similar award, demonstrating the fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly

1 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
2 various factors. (*Serrano III*, *supra*, 20 Cal.3d at 48). Class Counsel's hourly rates are summarized
3 in the Kianfard Decl. at ¶¶ 34-35, Nese Decl. at ¶ 12, and Benowitz Decl. at ¶ 19.

4 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the
5 relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Kianfard
6 Decl., ¶ 35). As a practical matter, few if any employees or consumers pay attorneys' fees on an
7 hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a
8 stepped-up contingency fee (with the percentage increasing from one third to forty-five – and
9 sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if
10 the case goes to trial). (*Ibid*). Therefore, there is no customary hourly billing rate for work that is
11 routinely based on a contingent fee relationship, but the nature of class action work should be strongly
12 considered by the Court. (*Ibid*). Wage and hour work presents a specialized and challenging area of
13 law that is not within the knowledge of many lawyers. (*Ibid*). This kind of class action work requires
14 specialized learning and the willingness to take large risks. (*Ibid*).

15 Class Counsel has spent approximately 432.60 total hours litigating these claims to date.²
16 (Kianfard Decl., ¶ 35; Nese Decl. , ¶ 13; and Benowitz Decl., ¶ 20). Class Counsel expects to spend
17 another 10 hours in connection with the final approval process (including preparing for and attending
18 the Final Approval Hearing, and managing the Settlement through its conclusion, including anticipated
19 communications with defense counsel, the Settlement Administrator, our clients, and Class Members).
20 (Kianfard Decl. ¶ 36). In addition to time spent during litigation, reasonable hours also include the
21 time spent before the Actions were filed, including time spent interviewing the clients, investigating
22 the facts and the law, preparing the initial pleadings, as well as litigating the cases. (*Webb v. Board of*
23 *Educ.* (1985) 471 U.S. 234). Further, the fee award should include fees incurred to establish and
24 defend the attorneys' fee claim. (*Serrano v. Priest* (1982) 32 Cal .3d 621, 639 (“*Serrano IV*”). Based
25

26 ² In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in
27 California to support a fee application. The court held: “Testimony of an attorney as to the number of hours worked on a
28 particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records.”
Id. There is no need to attach the voluminous invoices prepared in a case as a basis for an award of fees and costs. *Id.*
Through Class Counsel's declaration in support of this application, however, Plaintiff presents a thorough breakdown of
the hours spent and costs incurred in prosecuting this class action. Pursuant to *Martino, supra*, this presentation is sufficient
to support the amount requested.

1 on the rates of Class Counsel, the total fees incurred to date are \$348,977. (Kianfard Decl., ¶ 35; Nese
2 Decl., ¶ 14; and Benowitz Decl., ¶ 21). By the conclusion of this matter, the total fees are estimated
3 to be approximately \$354,477. (Kianfard Decl. ¶ 36).

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

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

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

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

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

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

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

8 Accordingly, we hold that, in cases in which the value of the class recovery
9 can be monetized with a reasonable degree of certainty and it is not
otherwise inappropriate, a trial court has discretion to adjust the basic
lodestar through the application of a positive or negative multiplier where
necessary to ensure that the fee awarded is within the range of fees freely
negotiated in the legal marketplace in comparable litigation.

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

11 In looking at similar cases, including those set forth above, Class Counsel's requested fee
12 comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the
13 collective hours worked in this matter, the requested fee award would represent a negative multiplier
14 of the current total fee lodestar. In this regard, Class Counsel's fee request is reasonable.

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

16 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
17 clearly disclosed to each Class Member in the Court-approved Class Notice. (*Kianfard Decl.*, ¶ 38;
18 *See also*, *Brown Decl.*, Exh. A). As of the filing of this Motion, there has not been a single objection
19 to the request for attorneys' fees. (*Brown Decl.*, ¶ 11). It is fair to conclude that the Class approves
20 of/does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's
21 request for one-third (1/3) of the Gross Settlement Amount, equaling One Hundred Sixty-Six
22 Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$166,666.67), should be granted.

23 **I. Plaintiffs' Cost Request are Reasonable**

24 Class Counsel seeks reimbursement of a total amount of Thirty Thousand Six Hundred Ninety-
25 One Dollars and Seventy-Two Cents (\$30,691.72) in costs and expenses in this matter, which includes
26 reasonable future costs for filing the Motion. (*Kianfard Decl.*, ¶ 37 and Exh. 4; *Nese Decl.*, ¶ 13).
27 All costs and expenses were reasonably incurred in prosecution of this matter.

28 ///

1 **VIII. THE REQUESTED ENHANCEMENT PAYMENTS TO PLAINTIFFS ARE**
2 **REASONABLE**

3 The named Plaintiffs should be awarded Enhancement Payments in the amounts of Seven
4 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Plaintiffs (total, \$15,000.00) for
5 their services as the Class Representatives and the risks in connection with that role. (Kianfard Decl.,
6 ¶ 39). Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00,
7 although some awards are higher. (Ibid). Often, multiple class representatives receive awards in the
8 above range. (See e.g., *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th
9 399, 412 [approving an enhancement request of \$10,000.00 per named plaintiff in a 188 member
10 class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Thornton v. East Texas Motor Freight*,
11 497 F.2d 416, 420 (6th Cir. 1974) [“We also think there is something to be said for rewarding those
12 drivers who protect and help to bring rights to a group of employees who have been the victims of
13 discrimination.”]). Here, the requested Enhancement Payments are modest, reasonable, and should be
14 approved.

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

22 The requested award for Plaintiffs are also reasonable given the financial and personal risk
23 they took in commencing the Actions, and in light of the benefits that their actions have conferred
24 upon the Class. (Gates Decl., ¶ 7; Pichon Decl., ¶¶ 18-20; See also *Van Vranken v. Atl. Richfield*
25 *Co.* (N.D.Cal. 1995) 901 F.Supp. 294, 299-300). Additionally, in considering a requested class
26 representative enhancement award, courts take into consideration a plaintiff’s reasonable fear of
27 retaliation. (*Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a
28 potential future employer could expend little effort to discover Plaintiffs brought the lawsuits – and
 based thereon, decline to offer Plaintiffs employment.

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

15 In contrast, without having to take on any of the risk incurred by Plaintiffs or time spent by
16 Plaintiffs in litigating this matter, Settlement Class Members will automatically be issued a payment
17 for their claims. It appears that the Settlement Class Members recognize this enhancement was
18 justified because since the time the Class received notice of the requested Enhancement Payments, no
19 one has objected to the request. Thus, the Enhancement Payments to Plaintiffs are warranted to
20 compensate them for their time and effort, the fear and stress associated with assuming the
21 responsibility of serving as the Class Representatives, and the concrete risks they assumed as the Class
22 Representatives.

23 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
24 **REASONABLE**

25 In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved,
26 Settlement Administration Costs not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00).
27 (*Kianfard Decl., ¶ 40*). ILYM Group, Inc. is the approved Settlement Administrator. (*Ibid.*). It is an
28 experienced class administrator and has adequately performed the administration tasks required by the
Preliminary Approval Order. ILYM's *actual* costs to administer the Settlement are only Six Thousand

1 Six Hundred Fifty Dollars and Zero Cents (\$6,650.00). (Brown Decl., ¶ 17 and Exh. B). Based
2 thereon, the requested costs should be approved.

3 **X. THE PROPOSED LWDA ALLOCATION IS REASONABLE**

4 Pursuant to California Labor Code Section 2699(s)(1), the Superior Court shall review and
5 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
6 § 2699(s)(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
7 should be approved. As part of the Settlement, Defendant has agreed to pay Twenty-Five Thousand
8 Dollars and Zero Cents (\$25,000.00) to settle the claims of the Aggrieved Employees brought pursuant
9 to PAGA, of which the payment of Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents
10 (\$18,750.00) (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement
11 purposes. (Kianfard Decl., ¶ 41).

12 It is extremely common in approved wage and hour class action cases that settle that only a
13 small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to
14 class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
15 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
16 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
17 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
18 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
19 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
20 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
21 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
22 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
23 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
24 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
25 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
26 in these approved settlements, the parties generally maximized statutory penalties and minimized
27 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
28 California Labor Code violations. (Kianfard Decl., ¶ 42).

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

2 California law vests the Court with broad discretion in fashioning an appropriate notice
3 program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
4 74). To protect the rights of absent class members, the parties must provide class members with the
5 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
6 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
7 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
8 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
9 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
10 the action and afford them an opportunity to present their objections"])). The content and method of
11 the notice should be designed to apprise the class members of the terms of the proposed settlement
12 and of the class members' rights regarding the settlement. (*See Mullane, supra*, 339 U.S. at 314;
13 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
14 F. Supp. 364, 378).

15 The Class Notice approved by the Court met these requirements: it identified the Parties and
16 described the Actions, the Class, the Gross Settlement Amount, the proposed method for distribution
17 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payments to
18 Plaintiffs, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys'
19 Fees and Costs to Class Counsel. (Kianfard Decl., ¶ 43; *see also* Brown Decl., Exh. A thereto). The
20 Class Notice described the proposed Settlement with enough specificity to allow each Class Member
21 to make an informed choice whether to accept and participate in it. (*Ibid*). It also explained how and
22 when Class Members may object to or opt out of the Class Settlement. (*Ibid*). Finally, the Class
23 Notice provided the date for the hearing on final approval of the Settlement and informed Class
24 Members how to obtain additional information about the Settlement. (*Ibid*).

25 **XII. CONCLUSION**

26 For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs'
27 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
28 attorneys' fees to Class Counsel of \$166,666.67; (2) the requested reimbursement of actual costs and
expenses to Class Counsel of \$30,691.72; (3) the requested Enhancement Payments to Plaintiffs of

1 \$7,500.00 each (total, 15,000.00); and (4) the requested Settlement Administration Costs to the
2 Settlement Administrator of \$6,650.00; and permit the filing of a memorandum that exceeds the page
3 limit.

4 Respectfully submitted,

5 Dated: March 25,2026

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9 Dated: March 25, 2026

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