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

JULLY MULLINGS, individually and on behalf
of others similarly situated individuals and
members of the general public,

Plaintiff,

vs.

ANTELOPE AMBULANCE SERVICE, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 23STCV30241

Honorable Carolyn B. Kuhl
Department SS12

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

Date: December 18, 2025
Time: 10:30 a.m.
Dept: SS12

Complaint Filed: December 11, 2023
FAC Filed: January 18, 2024
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT on December 18, 2025 at 10:30 a.m.** in Department SS12
3 of the above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012,
4 pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of
5 Court, and California Labor Code section 2699(l), Jully Mullings (“Plaintiff”) will and hereby does
6 move the Court for an Order granting final approval of the proposed class action and Labor Code
7 Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”)
8 settlement between Plaintiff and Defendant Antelope Ambulance Service (“Defendant”).

9 Plaintiff requests that the Court enter an Order:

- 10 1. Granting final approval of the class action and PAGA settlement;
- 11 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
12 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement (“Settlement
13 Agreement” or “Settlement”), including payment by Defendant of the Gross Settlement Amount of
14 Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) equal to the amounts to pay (1)
15 the Settlement Class Members and Aggrieved Employees pursuant to the terms of the Settlement; (2)
16 the Court-approved Attorneys’ Fees and Costs; (3) the Court-approved Enhancement Payment; (4) the
17 Court-approved Settlement Administration Costs; and (5) the Court-approved payment to the
18 California Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA;
- 19 3. Approving Class Counsel’s request for thirty-five percent (35%) of the Gross
20 Settlement Amount, i.e., Eighty-Seven Thousand Five Hundred Dollars and Zero Cents (\$87,500.00)
21 in attorneys’ fees, plus reimbursement of actual costs and expenses in the amount of Twenty-Three
22 Thousand Five Hundred Sixty-Eight Dollars and Forty-Three Cents (\$23,568.43);
- 23 4. Approving the Enhancement Payment to Plaintiff in the amount of Seven Thousand
24 Five Hundred Dollars and Zero Cents (\$7,500.00) in recognition of her services to the Class Members;
- 25 5. Approving the Settlement Administration Costs to ILYM Group, Inc. in the amount of
26 Eight Thousand Eight Hundred Fifty Dollars and Zero Cents (\$8,850.00); and

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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 (Karen I. Gold), the Class Representative (Jully Mullings), and the Settlement Administrator (Nathalie Hernandez 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: November 24, 2025

BLACKSTONE LAW, APC

By: Karen Gold
Karen Gold
Attorneys for Plaintiff Jully Mullings and the
Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Jully Mullings (“Plaintiff” or “Class Representative”) seeks final approval of the class
4 action settlement reached with Defendant Antelope Ambulance Service (“Defendant”). Subject to
5 Court approval, Plaintiff and Defendant (together, the “Parties”) have settled the Released Class
6 Claims and Released PAGA Claims as defined in the Joint Stipulation of Class Action and PAGA
7 Settlement (“Settlement Agreement” or “Settlement”) for a total amount of Two Hundred Fifty
8 Thousand Dollars and Zero Cents (\$250,000.00) (“Gross Settlement Amount”). (*See* Declaration of
9 Karen I. Gold in Support of Plaintiff’s Motion for Final Approval of Class Action and PAGA
10 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
11 [“Gold Decl.”], ¶ 10 and Exh. 1).

12 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
13 current and former hourly-paid or non-exempt employees who worked for Defendant within the State
14 of California at any time during the Class Period” (“Class” or “Class Members(s)”). (Settlement
15 Agreement, ¶ 6.b; Gold Decl., ¶ 8). The “Class Period” is defined as the period from December 11,
16 2019 through April 12, 2025. (Settlement Agreement, ¶ 6.f; Gold Decl., ¶ 8). The “Settlement Class
17 Member(s)” consist of all Class Members who did not submit a timely and valid Request for
18 Exclusion. (Settlement Agreement, ¶ 6.1l; Gold Decl., ¶ 8). The “Aggrieved Employee(s)” consist of
19 “all current and former hourly-paid or non-exempt employees who worked for Defendant within the
20 State of California at any time during the PAGA Period.” (Settlement Agreement, ¶ 6.x; Gold Decl.,
21 ¶ 8). The “PAGA Period” is defined as the period from November 14, 2022 through April 12, 2025.
22 (Settlement Agreement, ¶ 6.z; Gold Decl., ¶ 8).

23 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
24 approval under California law because it is fair, adequate, and reasonable. (Gold Decl. ¶¶ 16-24; *See*
25 *also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor*
26 *Company* (1996) 48 Cal.App.4th 1794, 1801). The response of the Class to the Settlement confirms
27 that final settlement approval is appropriate. *There have been no objections to or requests to opt-out*
28 *from the Class Settlement.* (Nathalie Hernandez of ILYM Group, Inc., Regarding Notice and

1 Settlement Administration [“ILYM Decl.”], ¶¶ 9 and 10).

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

6 Plaintiff seeks the Court’s approval of an attorneys’ fee award for thirty-five percent (35%) of
7 the Gross Settlement Amount, equaling Eighty-Seven Thousand Five Hundred Dollars and Zero Cents
8 (\$87,500.00), plus reimbursement of actual costs and expenses in the amount of Twenty-Three
9 Thousand Five Hundred Sixty-Eight Dollars and Forty-Three Cents (\$23,568.43) (together,
10 “Attorneys’ Fees and Costs”). Class Counsel’s request for an award of attorneys’ fees and costs is
11 reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter,
12 the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao v.*
13 *Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

14 Plaintiff also requests the Court’s approval of the amount to be paid to Plaintiff in the amount
15 of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement Payment”) for
16 her services on behalf of the Class. This amount proposed to be awarded to Plaintiff is fair and
17 reasonable for the reasons Plaintiff provided in her declaration. (*See Declaration of Plaintiff July*
18 *Mullings in Support of Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’*
19 *Fees and Costs, Enhancement Payment, and Settlement Administration Costs* [“Mullings Decl.”] filed
20 concurrently herewith). Courts approve incentive awards to plaintiffs when justified and appropriate
21 to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic*
22 *Riclifield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

23 Finally, Plaintiff requests that the Court approve the payment of of Eight Thousand Eight
24 Hundred Fifty Dollars and Zero Cents (\$8,850.00) (“Settlement Administration Costs”) to ILYM
25 Group, Inc (“ILYM” or “Settlement Administrator”) as compensation for its administration services
26 it has and will provide in connection with the Settlement. (*See, generally, ILYM Decl.*).

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1 In order to efficiently present the Court with adequate information to determine whether to
2 grant final approval of the Settlement and award the Attorneys' Fees and Costs, Enhancement
3 Payment, and Settlement Administration Costs, Plaintiff also moves for an order permitting the filing
4 of this single consolidated memorandum, although it exceeds the page limit established by California
5 Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

6 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

7 Defendant provides emergency medical services and non-emergency medical transport
8 services for its clients. Plaintiff was employed by Defendant as an hourly-paid, non-exempt gurney
9 transporter from approximately November 2021 through approximately August 2023. (Mullings
10 Decl., ¶ 2). Defendant employed Plaintiff at its location in Lancaster, California. (Ibid). Plaintiff's
11 job duties included, among other things, transferring non-emergency patients to home facilities,
12 hospitals, and private residences. (Ibid).

13 On November 14, 2023, Plaintiff provided written notice to the California Labor and
14 Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified
15 Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California
16 Labor Code alleged to have been violated by Defendant ("PAGA Letter"). (Gold Decl., ¶ 2).

17 On December 11, 2023, Plaintiff filed a Class Action Complaint against Defendant in the
18 action entitled *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court
19 Case No. 23STCV30241 ("Action"), thereby commencing a putative class action against Defendant.
20 (*Id.*, ¶ 3).

21 On January 18, 2024, Plaintiff filed a First Amended Class and Representative Action
22 Complaint ("Operative Complaint"), adding a cause of action under the Private Attorneys General Act
23 of 2004 pursuant to California Labor Code Section 2698, et seq. ("PAGA"). (*Id.*, ¶ 4). The Operative
24 Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to
25 pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and
26 premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments
27 in lieu thereof, failure to timely pay wages during employment and upon termination, failure to provide
28 compliant wage statements, and failure to reimburse necessary business expenses, for violations of

1 California Business and Professions Code Section 17200, *et seq.* based on the aforementioned
2 California Labor Code violations, and for civil penalties under PAGA based on the aforementioned
3 California Labor Code violations. (Ibid).

4 On October 22, 2024, the Parties participated in a formal mediation conducted by Jeffrey A.
5 Ross, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage
6 and hour matters, and with the assistance of the Mediator, the Parties were able to reach an agreement
7 to resolve this dispute on a class and representative basis. (*Id.*, ¶ 5). The Parties then worked diligently
8 to negotiate and memorialize the terms in a long form settlement agreement. (Ibid).

9 On February 6, 2025, the Parties executed the Settlement Agreement. (*Id.*, ¶ 6 and Exh. 1).

10 On May 9, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA
11 Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 7). On July 17,
12 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA
13 Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the Settlement
14 Agreement, the Notice of Class Action and PAGA Settlement (“Class Notice”), and the proposed
15 administration procedures and associated deadlines. (*Id.*, ¶ 7 and Exh. 2).

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

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

23 The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
24 Complaint for a non-reversionary Gross Settlement Amount of Two Hundred Fifty Thousand Dollars
25 and Zero Cents (\$250,000.00), which is exclusive of employer-side payroll taxes. (Settlement
26 Agreement, ¶ 6.p.; Gold Decl., ¶ 10). The Gross Settlement Amount includes: (1) Class Counsel’s
27 fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Eighty-
28 Seven Thousand Five Hundred Dollars and Zero Cents (\$87,500.00); (2) Class Counsel’s actual

1 litigation costs and expenses, in the amount of Twenty-Three Thousand Five Hundred Sixty-Eight
2 Dollars and Forty-Three Cents (\$23,568.43); (3) Settlement Administration Costs in the amount of
3 Eight Thousand Eight Hundred Fifty Dollars and Zero Cents (\$8,850.00); (4) Enhancement Payment
4 in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); and (5) PAGA
5 Amount in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). (Settlement
6 Agreement, ¶¶ 6.p, 9, 10, 11, and 12; Gold Decl., ¶ 10).

7 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
8 to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor
9 does it require Aggrieved Employees to submit claims as a prerequisite to receiving their *pro rata*
10 share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”). (Settlement
11 Agreement, ¶¶ 6.r, 6.s, and 33; Gold Decl., ¶ 11). Individual Settlement Payments are calculated by
12 the Settlement Administrator by dividing the Net Settlement Amount by the total number of weeks
13 each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California
14 during the Class Period (“Workweeks”) and multiplying the result by each Settlement Class Member’s
15 Workweeks worked during the Class Period. (Settlement Agreement ¶¶ 6.mm and 14; Gold Decl. ¶
16 11). Individual PAGA Payments are calculated by the Settlement Administrator by dividing the
17 amount of the Aggrieved Employees’ twenty-five percent (25%) share of the PAGA Amount
18 (\$6,250.00) by the total number of weeks each Aggrieved Employee worked for Defendant as an
19 hourly-paid or non-exempt employee during the PAGA Period (“PAGA Pay Periods”) and multiplying
20 the result by each Aggrieved Employee’s PAGA Pay Periods worked during the PAGA Period.
21 (Settlement Agreement, ¶¶ 6.bb and 15; Gold Decl., ¶ 11).

22 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
23 percent (80%) penalties and non-wage damages. (Settlement Agreement, ¶ 16; Gold Decl., ¶ 13). The
24 portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to penalties
25 and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement
26 Administrator. (Settlement Agreement, ¶ 16; Gold Decl., ¶ 13). The Settlement Administrator will
27 withhold the employee’s share of taxes and withholdings with respect to the wages portion of the
28 Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of

1 their Individual Settlement Share (“Individual Settlement Payment”). (Settlement Agreement, ¶¶ 6.r
2 and 16; Gold Decl., ¶ 13). The employer’s share of taxes and contributions in connection with the
3 wages portion of the Individual Settlement Shares will be paid by Defendant separately and in addition
4 to the Gross Settlement Amount. (Settlement Agreement, ¶ 16; Gold Decl., ¶ 13). Each Individual
5 PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an
6 IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement Agreement ¶ 16; Gold
7 Decl., ¶ 13).

8 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
9 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
10 thereafter, shall be canceled. (Settlement Agreement, ¶ 33; Gold Decl., ¶ 14). Any funds associated
11 with such canceled checks shall be distributed by the Settlement Administrator to the State of
12 California’s Unclaimed Property Fund in the name of the Settlement Class Member and/or Aggrieved
13 Employee. (Settlement Agreement, ¶ 33; Gold Decl., ¶ 14).

14 Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class
15 Members will be deemed to have fully, finally, and forever released, settled, compromised,
16 relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands,
17 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
18 alleged or which could have been alleged based on the factual allegations in the Operative Complaint
19 or causes of action which were alleged or which could have been alleged based on the factual
20 allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or
21 local law (collectively, “Released Class Claims”). (Settlement Agreement, ¶¶ 6.ee and 34). The
22 Released Class Claims shall specifically include claims for Defendant’s alleged failure to pay overtime
23 and minimum wages, provide compliant meal and rest periods and associated premium payments,
24 timely pay wages during employment and upon termination, provide compliant wage statements,
25 maintain complete and accurate payroll records, and reimburse necessary business-related expenses
26 in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
27 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
28 including *inter alia*, Wage Order 9-2001, and all claims for attorneys’ fees and costs and statutory

1 interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*,
2 and any other claims, including claims for statutory penalties, pertaining to the Class Members.
3 (Settlement Agreement, ¶ 6.ee).

4 Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with
5 respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully,
6 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
7 of any and all claims arising from any of the factual allegations in the PAGA Letter and Operative
8 Complaint, or causes of action which were alleged or which could have been alleged based on the
9 factual allegations in the Operative Complaint, arising during the PAGA Period, for civil penalties
10 under the Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*
11 (collectively, “Released PAGA Claims”). (Settlement Agreement ¶¶ 6.ff and 35). The Released
12 PAGA Claims include claims for attorneys’ fees and costs related thereto, for Defendant’s alleged
13 failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated
14 premium payments, timely pay wages during employment and upon termination, provide compliant
15 wage statements, maintain complete and accurate payroll records, and reimburse necessary business-
16 related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7,
17 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission
18 Wage Orders, including *inter alia*, Wage Order 9-2001. (Settlement Agreement ¶ 6.ff).

19 Upon the full funding of the Gross Settlement Amount, Plaintiff, individually and on her own
20 behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished,
21 and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations,
22 guarantees, costs, expenses, attorneys’ fees, damages, or causes of action of any kind or nature
23 whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff, at
24 any time of execution of the Settlement Agreement, had or claimed to have or may have, including
25 but not limited to any and all claims arising out of, relating to, or resulting from her employment and/or
26 separation of employment with the Released Parties, including any claims arising under any federal,
27 state, or local law, statute, ordinance, rule, or regulation or Executive Order relating to employment,
28 including, but in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as

1 amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and Medical Leave Act;
2 the Employee Retirement Income Security Act; the California Family Rights Act; the California Fair
3 Employment and Housing Act; all claims for wages or penalties under the Fair Labor Standards Act;
4 all claims for wages or penalties under the California Labor Code; Business and Professions Code
5 sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or interference with
6 legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort,
7 fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel.
8 (*Id.*, ¶ 36). It is agreed that this is a general release and is to be broadly construed as a release of all
9 claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a
10 release of any claims that cannot be released hereunder by law. (*Ibid.*). Plaintiff understands and
11 expressly agrees that the Settlement Agreement extends to claims that she has against Defendant, of
12 whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
13 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
14 or before the execution of the Settlement Agreement. (*Ibid.*). Any and all rights granted under any
15 state or federal law or regulation limiting the effect of the Settlement Agreement, including the
16 provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.
17 (*Ibid.*). Section 1542 of the California Civil Code reads as follows: A GENERAL RELEASE DOES
18 NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT
19 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
20 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
21 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. (*Ibid.*).

22 The "Released Parties" means Defendant and its current and former officers, directors,
23 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. (*Id.*, ¶
24 6.gg)

25 IV. THE SETTLEMENT ADMINISTRATION PROCESS

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

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1 On July 17, 2025, ILYM received the Court approved text for the Class Notice from Class
2 Counsel. (ILYM Decl., ¶ 4).

3 On September 12, 2025, ILYM received the Class List file from Defendant's counsel. (*Id.*, ¶
4 5). The Class List was uploaded to ILYM's database and checked for duplicates and other possible
5 discrepancies. (*Ibid.*). ILYM had found that the Escalator Clause was triggered. Pursuant to the
6 Escalator Clause, Defendant's Counsel opted to end the Class Period on the date that 11,254
7 Workweeks was reached. (*Ibid.*). Accordingly, the final Class List contained 112 individuals
8 identified as Class Members who worked 11,254 Workweeks and 72 individuals identified as
9 Aggrieved Employee who worked 2,844 PAGA Pay Periods. (*Ibid.*).

10 As part of the preparation for mailing, all 112 names and addresses contained in the Class List
11 were then processed against the National Change of Address ("NCOA") database, maintained by the
12 United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses
13 of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 6). The NCOA contains requested
14 change of addresses filed with the USPS. (*Ibid.*). To the extent that an updated address was found in
15 the NCOA database, the updated address was used for the mailing of the Class Notice. (*Ibid.*). To the
16 extent that no updated address was found in the NCOA database, the original address provided by
17 Defendant's counsel was used for the mailing of the Class Notice. (*Ibid.*).

18 On September 22, 2025, the Class Notice was mailed, via U.S. First Class Mail, to all 112
19 individuals contained in the Class List. (*Id.*, ¶ 7). 4 Class Notices were returned to ILYM as
20 undeliverable. (*Id.*, ¶ 8). ILYM performed a computerized skip trace on the 4 returned Class Notices
21 that did not have a forwarding address in an effort to obtain an updated address for the purpose of re-
22 mailing the Class Notice. (*Ibid.*). As a result of this skip trace, 3 updated addresses were obtained and
23 the Class Notice was promptly re-mailed to those Class Members, via U.S First Class Mail. (*Ibid.*). A
24 total of 1 Class Notice was deemed undeliverable as no updated address was found notwithstanding
25 the skip tracing. (*Ibid.*).

26 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
27 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute
28 ("Response Deadline"). (Settlement Agreement, ¶ 6.ii). The Response Deadline was November 6,

2025. (ILYM Decl., ¶¶ 9-11). The Settlement Administrator did not receive any Requests for Exclusion, Notice of Objections, and/or Workweeks Disputes. (Ibid).

The estimated average gross Individual Settlement Share is \$867.41, the estimated highest gross Individual Settlement Share is \$2,408.46, and the estimated lowest gross Individual Settlement Share is \$8.63; the estimated average Individual PAGA Payment is \$86.81, the estimated highest Individual PAGA Payment is \$140.65, and the estimated lowest Individual PAGA Payment is \$4.40. (*Id.*, ¶¶ 14 and 15).¹

V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

On May 9, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2). (Gold Decl., ¶ 15). The LWDA has not objected or otherwise responded to the submission. (Ibid).

VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL

A. The Legal Standard for Final Approval

Before granting final approval of a class action settlement, the Court must review the settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, and the reaction of the class members to the proposed settlement. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801 ["The list of factors is not exhaustive and should be tailored to each case"]; *Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, 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. (*Wershba*, 91 Cal.App.4th at 245; *Dunk*, 48 Cal.App.4th at 1802). "The settlement or fairness hearing is not to be turned into a trial or

¹ The actual average, highest, and lowest Individual Settlement Shares will be larger than the amounts stated in the ILYM Decl. because the Net Settlement Amount is slightly larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$24,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$431.57 will be part of the Net Settlement Amount).

1 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
2 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty
3 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
4 settlements.” (*Officers for Justice, supra*, 688 F.2d at 625).

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

6 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
7 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
8 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
9 were at all times made at arm’s-length and were adversarial. (Gold Decl., ¶ 16). The Parties engaged
10 in sufficient informal discovery and investigation prior to reaching a settlement at the mediation. (*Id.*,
11 ¶ 17).

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

13 Courts typically assess the status of discovery in determining whether a class action settlement
14 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
15 Defendant produced time and pay data for a twenty-five percent (25%) sampling of putative class
16 members for the period of December 13, 2019 to March 29, 2024. (Gold Decl., ¶ 17). Defendant also
17 produced its Employee Handbook as well as copies of its written policies and practices regarding
18 overtime, rest breaks, and meal breaks. (*Ibid*). This allowed Class Counsel to conduct an informed
19 assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide
20 and PAGA damages. (*Ibid*). Plaintiff’s investigation was sufficient to satisfy the criteria for court
21 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v.*
22 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

23 Additionally, Defendant produced information and documents related to its financial
24 condition. (*Id.*, ¶ 18). Specifically, in the days leading up to mediation, Defendant’s counsel informed
25 Class Counsel that Defendant was having significant financial issues such that it was operating on a
26 negative net income and did not have the assets to pay a meaningful settlement. (*Ibid*). To support its
27 assertion, Defendant produced its tax returns from 2020-2023 and profit and loss statements from 2020
28 through 2024. (*Ibid*). Class Counsel has an in-house Chief Financial Officer who performed an in-

1 depth analysis on these financial documents and independently confirmed what Defendant
2 represented. (Ibid). Based on this information and documents, Class Counsel determined that a
3 payment plan was the only way to move forward with a settlement. (Ibid).

4 Based on the information exchanged, the Parties extensively briefed issues regarding class
5 certification and liability and provided their analyses to the Mediator who helped the Parties debate
6 the strengths and weakness of their respective positions. (*Id.*, ¶ 19). At all times, Plaintiff was willing
7 and prepared to litigate this matter through class certification and trial if the Parties had been unable
8 to reach a favorable resolution. (Ibid). Additionally, settlement negotiations were conducted by highly
9 capable and experienced counsel. (Ibid). Class Counsel are respected members of the California State
10 Bar with strong records of vigorous and effective advocacy and are experienced in handling complex
11 wage and hour class action litigation. (Ibid). Accordingly, Class Counsel had sufficient information
12 and experience to act intelligently in negotiating the Settlement.

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

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

25 Class Counsel are aware of Defendant’s defenses and arguments and have also taken into
26 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
27 inherent in such litigation, including those involved in class and/or representative adjudication. (Gold
28 Decl., ¶ 21). Plaintiff further recognizes the burdens of proof necessary to establish liability for the

1 claims asserted in the Action, Defendant's defenses, and the difficulties in establishing entitlement to
2 monetary recovery. (Ibid). Plaintiff has also considered the Parties' settlement discussions, as well
3 as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and
4 employment matters. (Ibid).

5 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
6 with the claims alleged in the Action, and further denies that class certification is appropriate for any
7 purpose other than the Settlement. (*Id.*, ¶ 22). Defendant believes that it would ultimately prevail in
8 the Action. (Ibid). Defendant proffered defenses to both certification and to the merits of Plaintiff's
9 claims. (Ibid). Defendant contended that Plaintiff's claims are not suitable for class certification
10 because individual issues would predominate should this case go to trial. (Ibid). As with all class
11 actions, these complex cases raise difficult management and proof issues and, accordingly, there is a
12 significant risk that the Court may deny class certification. (Ibid).

13 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
14 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
15 uncertain proposition. (*Id.*, ¶ 23). In order to prove liability and damages, Class Counsel would need
16 to request and analyze thousands of pages of documents, obtain the Class Members' contact
17 information, contact them, and obtain declarations at great expense. (Ibid). Obtaining the cooperation
18 of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
19 against a current employer. (Ibid). On the other hand, Defendant would likely be able to obtain the
20 cooperation of its employees. (Ibid). Moreover, even if Plaintiff prevailed at class certification and
21 trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

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

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

3 Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
4 \$87,500.00), for fees for the time spent litigating this matter and reimbursement of actual costs and
5 expenses totaling Twenty-Three Thousand Five Hundred Sixty-Eight Dollars and Forty-Three Cents
6 (\$23,568.43) incurred in the prosecution of the Action. (*Id.*, ¶ 25). The requested fees and costs are
7 fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
8 contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the
9 Class Members. (*Ibid.*).

10 **A. Plaintiff's Fee Request of 35% of the Gross Settlement Amount is Proper**
11 **Under the Common Fund Doctrine**

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

19 The California Supreme Court has held that, “when a number of persons are entitled in
20 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
21 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees
22 out of the fund.” (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D’Amico*, 11 Cal.3d 1; *see also Boeing,*
23 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than
24 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra*,
25 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
26 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
27 explains the common fund doctrine as follows:

28 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

1 fund or property [citations]. Such fee spreading assures that all of those
2 benefited by the litigation pay their fair share of obtaining the recovery.

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

7 In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated:
8 “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive
9 benefits may require those passive beneficiaries to bear a fair share of the litigation costs.” Similarly,
10 in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme
11 Court recognized that the common benefit doctrine has been applied “consistently in California when
12 an action brought by one party creates a fund in which other persons are entitled to share.”

13 Numerous appellate courts have similarly found. (*See e.g., Knoff v. City and County of San*
14 *Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
15 attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);
16 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly
17 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
18 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
19 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
20 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
21 in an inverse condemnation action)).

22 The Supreme Court noted that several courts have expressed frustration with the alternative
23 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
24 often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; *see Lealao v. Beneficial California, Inc.*
25 (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373,
26 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class
27 counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing
28 an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources.
(*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the

percentage of the common fund approach to determine the award of attorney's fees. (*Lealao*, 82 Cal.App.4th at 30-31; *see e.g., In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79 (approving attorney's fee of 33%)).

A fee of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$87,500.00) is easily within the range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F. Supp. at 1378). According to Professor Newberg: "No general rule can be articulated on what is a reasonable percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a reasonable fee award from a common fund, in order to assure that fees do not consume a disproportionate part of the recovery obtained for the class, though somewhat larger percentages are not unprecedented." (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel's requested fee is reasonable and falls well within the historical range of attorney's fee awards under the common fund theory. Based on Class Counsel's showing of reasonableness, the Court should approve the requested fees pursuant to the common fund approach.

B. The Circumstances of this Case Support a 35% Fee Award

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

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

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

C. The Contingent Nature of This Matter

From the outset of the Action to the present, prosecution of this matter has involved significant financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this matter with no guarantee of success. The risks of this matter are apparent in that class certification would likely have been a hard-fought issue, especially given the uncertainty regarding certification of

1 cases such as this. Moreover, even if class certification were granted over Defendant's opposition,
2 there was no assurance that Plaintiff would succeed at trial. (Gold Decl., ¶¶ 21-23). Despite such
3 challenges, Class Counsel was able to persuade Defendant that it faced significant liability exposure
4 such that it was willing to pay \$250,000.00 to settle the Class Members' claims.

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

6 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
7 including litigation involving the legal issues in this matter. (*Id.*, ¶ 28). Class Counsel's skill in
8 developing a factual record and convincing Defendant of its litigation exposure under California law
9 was essential to achieving the Settlement. Through its skill and reputation, Class Counsel was able to
10 obtain a settlement that provides an outstanding result for Class Members. (*See generally* Gold Decl.).

11 **E. The Results Achieved**

12 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
13 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
14 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
15 which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class
16 Members will be paid, on average, approximately \$867.4 each, which is intended to compensate them
17 for the alleged wage and hour violations they suffered during their employment. (*Id.*, ¶ 12). This is a
18 significant benefit for the Settlement Class Members here as it represents a recovery for highly
19 disputed claims. Equally important is the fact that the State of California will receive \$18,750.00 for
20 enforcement of labor laws and education of employers. (*Id.*, ¶ 36).

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

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1 **F. Preclusion of Other Employment**

2 As California law recognizes, Class Counsel’s commitment to this litigation should not be
3 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
4 attorneys’ fees is whether the litigation required Class Counsel to forego other employment. (*See*
5 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
6 additional work that was available, and which Class Counsel had to forego in order to devote the time
7 necessary to pursue this litigation. (Gold Decl., ¶ 27).

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

9 Fee calculations under the lodestar method would result in a similar award, demonstrating the
10 fairness of Class Counsel’s percentage fee request. Under the lodestar method, a base fee amount is
11 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
12 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
13 various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel’s hourly rates are summarized
14 in the Gold Decl. at ¶¶ 28-29.

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

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1 Class Counsel has spent approximately 134.20 total hours litigating these claims to date.² (*Id.*,
2 ¶ 29). Class Counsel expects to spend another 10 hours in connection with the final approval process
3 (including preparing for and attending the Final Approval Hearing, and managing the Settlement
4 through its conclusion, including anticipated communications with defense counsel, the Settlement
5 Administrator, our client, and Class Members). (*Id.*, ¶ 30). In addition to time spent during litigation,
6 reasonable hours also include the time spent before the Action was filed, including time spent
7 interviewing the client, investigating the facts and the law, preparing the initial pleadings, as well as
8 litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award should
9 include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982) 32
10 Cal.3d 621, 639 ("*Serrano IV*"). Based on the rates of Class Counsel, the total fees incurred to date
11 are \$122,661. (Gold Decl., ¶ 29). By the conclusion of this matter, the total fees are estimated to be
12 approximately \$130,161. (*Id.*, ¶ 30).

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

22 In *Lealao*, the court held that trial courts should award lodestar fees by examining the
23 percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 and 53). The
24 court indicated that this is an upward adjustment and should be akin to a contingency fee recovery;

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 pGoldcutting this class action. Pursuant to *Martino, supra*, this presentation is sufficient to support the amount requested.

1 the court stated, “[a]n adjustment reflecting the amount of the class recovery is not significantly
2 different from an adjustment reflecting a percentage of that amount; and California courts have
3 evaluated a lodestar as a percentage of the benefit.” (*Id.* at 46). The *Lealao* method appears
4 particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and
5 the class action clients do not expect to pay an hourly fee.

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

10 Given the unique reliance of our legal system on private litigants to enforce
11 substantive provisions of law through class and derivative actions, attorneys
12 providing the essential enforcement services must be provided incentives
13 roughly comparable to those negotiated in the private bargaining that takes
14 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.

15 In the class action context, that would mean attempting to award the fee that
16 informed private bargaining, if it were truly possible, might have reached.
17 The simplest way for the law to duplicate the bargain that informed parties
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.

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

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

21 Accordingly, we hold that, in cases in which the value of the class recovery
22 can be monetized with a reasonable degree of certainty and it is not
23 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.

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

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

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

2 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
3 clearly disclosed to each Class Member in the Court-approved Class Notice. (Gold Decl., ¶ 33; *See*
4 *also*, ILYM Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to
5 the request for attorneys' fees. (ILYM Decl., ¶ 10). It is fair to conclude that the Settlement Class
6 approves of/does not take issue with the requested award of attorneys' fees. Based thereon, Class
7 Counsel's request for thirty-five percent (35%) of the Gross Settlement Amount, equaling Eighty-
8 Seven Thousand Five Hundred Dollars and Zero Cents (\$87,500.00), should be granted.

9 **I. Plaintiff's Cost Request is Reasonable**

10 Class Counsel seeks reimbursement of a total amount of Twenty-Three Thousand Five
11 Hundred Sixty-Eight Dollars and Forty-Three Cents (\$23,568.43) in costs and expenses in this matter,
12 which includes reasonable future costs for filing the Motion. (Gold Decl., ¶ 32 and Exh. 5). All costs
13 and expenses were reasonably incurred in prosecution of this matter.

14 **VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS**
15 **REASONABLE**

16 The named Plaintiff should be awarded an Enhancement Payment in the amount of Seven
17 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for her services as the Class
18 Representative and the risks in connection with that role. (Gold Decl., ¶ 34). Enhancement awards in
19 wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher.
20 (Ibid). Often, multiple class representatives receive awards in the above range. (*See e.g., Munoz v.*
21 *BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an
22 enhancement request of \$10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142
23 F.3d 1004, 1016 (7th Cir. 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir.
24 1974) ["We also think there is something to be said for rewarding those drivers who protect and help
25 to bring rights to a group of employees who have been the victims of discrimination."]). Here, the
26 requested Enhancement Payment is modest, reasonable, and should be approved.

27 Plaintiff's actions establish that: (1) she sought to protect the interests of the Class above her
28 own personal interests; (2) the Settlement Class Members will be benefitted from her actions by
receiving a payment without having to do anything; and (3) Plaintiff has put forth a significant amount

1 of time and effort pursuing the litigation and seeing it through to resolution. (*See, generally, Mullings*
2 *Decl.; see also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804
3 (discussing the criteria for determining class representative enhancement awards in concluding that a
4 requested award of \$25,000 for two class representatives was too high)).

5 The requested award for Plaintiff is also reasonable given the financial and personal risk she
6 took in commencing the Action, and in light of the benefits that her actions have conferred upon the
7 Class. (*Mullings Decl.*, ¶ 7; *See also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp.
8 294, 299-300). Additionally, in considering a requested class representative enhancement award,
9 courts take into consideration a plaintiff's reasonable fear of retaliation. (*Staton v. Boeing Co.* (9th
10 Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend
11 little effort to discover Plaintiff brought the lawsuit – and based thereon, decline to offer Plaintiff
12 employment.

13 In sum, Plaintiff has performed considerable services on behalf of the Class during the
14 litigation. (*See, generally, Mullings Decl.*). Class Counsel cannot understate the importance of the
15 role of an employee who is willing to search out an attorney and step forward to assume the risk of
16 litigation and retaliation in order to represent a class and put the interests of the class before their own
17 interests. Plaintiff has understood that this is a class action where she is serving as the Class
18 Representative and must protect the Class Members' interests. (*Id.*, ¶ 10). Plaintiff was the catalyst
19 to the benefit reached for the Class Members, and has actively protected the Class Members' interests
20 during the pendency of this matter and will continue to do so even if the case was required to go to
21 trial. (*Ibid.*). Plaintiff spent numerous hours participating in this matter by searching for an attorney,
22 communicating with her attorneys on numerous occasions, searching for and producing relevant
23 documents related to her employment, responding to her attorneys' inquiries, reviewing the settlement
24 documents, and approving the Settlement on behalf of all Settlement Class Members. (*See, generally,*
25 *Mullings Decl.*).

26 In contrast, without having to take on any of the risk incurred by Plaintiff or time spent by
27 Plaintiff in litigating this matter, Settlement Class Members will automatically be issued a payment
28 for their claims. It appears that the Settlement Class Members recognize this enhancement was

1 justified because since the time the Class received notice of the requested Enhancement Payment, no
2 one has objected to the request. Thus, the Enhancement Payment to Plaintiff is warranted to
3 compensate her for her time and effort, the fear and stress associated with assuming the responsibility
4 of serving as the Class Representative, and the concrete risks she assumed as the Class Representative.

5 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
6 **REASONABLE**

7 In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved,
8 Settlement Administration Costs not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00).
9 (Gold Decl., ¶ 35). ILYM Group, Inc. is the approved Settlement Administrator. (Ibid). It is an
10 experienced class administrator and has adequately performed the administration tasks required by the
11 Preliminary Approval Order. ILYM's *actual* costs to administer the Settlement are only Eight
12 Thousand Eight Hundred Fifty Dollars and Zero Cents (\$8,850.00). (ILYM Decl., ¶ 16 and Exh. B).
13 Based thereon, the requested costs should be approved.

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

15 Pursuant to California Labor Code Section 2699(1), the Superior Court shall review and
16 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
17 § 2699(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
18 should be approved. As part of the Settlement, Defendant has agreed to pay Twenty-Five Thousand
19 Dollars and Zero Cents (\$25,000.00) to settle the claims of the Aggrieved Employees brought pursuant
20 to PAGA, of which the payment of Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents
21 (\$18,750.00) (75% of the PAGA Amount) will be paid to the LWDA for education and enforcement
22 purposes. (Gold Decl., ¶ 36).

23 It is extremely common in approved wage and hour class action cases that settle that only a
24 small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to
25 class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
26 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
27 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
28 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a

total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the Settlement Class Members, the persons who actually suffered the California Labor Code violations. (Gold Decl., ¶ 37).

XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE

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

The Class Notice approved by the Court met these requirements: it identified the Parties and described the Action, the Settlement Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the

1 Attorneys' Fees and Costs to Class Counsel. (Gold Decl., ¶ 38). The Class Notice described the
2 proposed Settlement with enough specificity to allow each Class Member to make an informed choice
3 whether to accept and participate in it. (Ibid). It also explained how and when Class Members may
4 object to or opt out of the Class Settlement. (Ibid). Finally, the Class Notice provided the date for the
5 hearing on final approval of the Settlement and informed Class Members how to obtain additional
6 information about the Settlement. (Ibid).

7 **XII. CONCLUSION**

8 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
9 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
10 attorneys' fees to Class Counsel of \$87,500.00; (2) the requested reimbursement of actual costs and
11 expenses to Class Counsel of \$23,568.43; (3) the requested Enhancement Payment to Plaintiff of
12 \$7,500.00; and (4) the requested Settlement Administration Costs to the Settlement Administrator of
13 \$8,850.00; and permit the filing of a memorandum that exceeds the page limit.

14
15 Respectfully submitted,

16 Dated: November 24, 2025

BLACKSTONE LAW, APC

17 By: Karen Gold
18 Karen Gold
19 Attorneys for Plaintiff Jolly Mullings
20 and the Class
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