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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CAMILLE GUERIN and CAMILLE TORRES, individually and on behalf of others similarly situated,

Plaintiffs,

vs.

O & A LINE MANAGEMENT, LLC; CITRIN HOSPITALITY, INC.; MCGA HOTELS LLC; MCGA HOTELS LA LLC; and DOES 1 through 25, inclusive,

Defendants.

Case No. 24STCV00784
[Consolidated with Case No. 24STCV00885]

Honorable Elaine Lu
Department 9

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, CLASS COUNSEL FEES PAYMENT, CLASS COUNSEL LITIGATION EXPENSES PAYMENT, CLASS REPRESENTATIVE SERVICE PAYMENTS, AND ADMINISTRATION EXPENSES PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

Date:	December 9, 2026
Time:	10:00 a.m.
Dept:	9
Complaint Filed:	January 10, 2024
Trial Date:	Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on **December 9, 2026 at 10:00 a.m.** in Department 9 of the above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and California Labor Code section 2699(s)(2), Plaintiffs Camille Guerin and Camille Torres (together, "Plaintiffs") will and hereby do move the Court for an Order granting final approval of the proposed class action and Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA") settlement between Plaintiffs and Defendant O&A Line Management, LLC ("Defendant").

Plaintiffs request that the Court enter an Order:

1. Granting final approval of the class action and PAGA settlement;

2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set forth in the Court-approved Second Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"), including payment by Defendant of the Gross Settlement Amount of Four Hundred Forty-Three Thousand Seven Hundred Forty-Eight Dollars and Zero Cents ($443,748.00), less the GSA Credit of Eighty Thousand One Hundred Seventy-Three Dollars and Zero Cents ($80,173.00), equal to the amounts to pay (1) the Participating Class Members and Aggrieved Employees pursuant to the terms of the Settlement; (2) the Court-approved Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) the Court-approved Class Representative Service Payments; (4) the Court-approved Administration Expenses Payment; and (5) the Court-approved payment to the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA;

3. Approving Class Counsel's request for thirty-five percent (35%) of the Gross Settlement Amount, i.e., One Hundred Fifteen Thousand Three Hundred Eleven Dollars and Eighty Cents ($155,311.80) in attorneys' fees, plus reimbursement of actual costs and expenses in the amount of Twenty-Six Thousand Thirteen Dollars and Fifty-Seven Cents ($26,013.57);

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4. Approving the Class Representative Service Payments to Plaintiffs in the amounts of Five Thousand Dollars and Zero Cents ($5,000.00) each to Plaintiffs (total, $10,000.00) in recognition of their services to the Class Members;

5. Approving the Administration Expenses Payment to Xpand Legal Consulting LLC in the amount of Eight Thousand Dollars and Zero Cents ($8,000.00); and

6. Approving Thirty-Seven Thousand Five Hundred Dollars and Zero Cents ($37,500.00) to be paid to the LWDA as seventy-five percent (75%) of the Fifty Thousand Dollars and Zero Cents ($50,000.00) 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 (James S. Winn Jr.), the Class Representatives (Camille Guerin and Camille Torres), and the Administrator (Johnathan Paul on behalf of Xpand Legal Consulting LLC), 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: October 28, 2026

BLACKSTONE LAW, APC

By: James S. Winn Jr.
James S. Winn Jr.
Attorneys for Plaintiffs Camille Guerin and Camille Torres and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Camille Guerin and Camille Torres (together, "Plaintiffs" or "Class Representatives") seek final approval of the class action settlement reached with Defendant O&A Line Management, LLC ("Defendant"). Subject to Court approval, Plaintiffs and Defendant (collectively, the "Parties") have settled the Released Class Claims and Released PAGA Claims as defined in the Second Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") for a total amount of Four Hundred Forty-Three Thousand Seven Hundred Forty-Eight Dollars and Zero Cents ($443,748.00) ("Gross Settlement Amount"). (*See* Declaration of James S. Winn Jr. in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment ["Winn Decl."], ¶ 18, Exh. 1).

The Court conditionally certified, for settlement purposes only, the Class defined as: "All current and former non-exempt or hourly paid employees who worked for Defendant in California at any time during the Class Period" ("Class" or "Class Members"). (Settlement Agreement, ¶ 1.5; Winn Decl., ¶ 16). The "Class Period" is defined as the period from January 10, 2020 through June 17, 2025. (Settlement Agreement, ¶ 1.11; Winn Decl., ¶ 16). The "Participating Class Members" consist of all Class Members who did not submit a timely and valid Request for Exclusion from the Settlement. (Settlement Agreement, ¶ 1.35; Winn Decl., ¶ 16). The "Aggrieved Employees" consist of "all current and former non-exempt or hourly paid employees who worked for Defendant in California at any time during the PAGA Period." (Settlement Agreement, ¶ 1.4; Winn Decl., ¶ 16). The "PAGA Period" is defined as the period from January 12, 2023 through June 17, 2025. (Settlement Agreement, ¶ 1.31; Winn Decl., ¶ 16).

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

objections to and no requests to opt-out from the Class Settlement. (Declaration of Johnathan Paul of Xpand Legal Consulting LLC, Regarding Notice and Settlement Administration ["Paul Decl."], ¶¶ 12 and 13).

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

Plaintiffs seek the Court's approval of an attorneys' fee award of thirty-five percent (35%) of the Gross Settlement Amount, equaling One Hundred Fifty-Five Thousand Three Hundred Eleven Dollars and Eighty Cents ($155,311.80) ("Class Counsel Fees Payment"), plus reimbursement of actual litigation costs and expenses in the amount of Twenty-Six Thousand Thirteen Dollars and Fifty Seven Cents ($26,013.57) ("Class Counsel Litigation Expenses Payment"). Class Counsel's request for an award of attorneys' fees and costs is reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter, the contingent nature of this matter, and the results achieved under the Settlement. (*See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

Plaintiffs also request the Court's approval of the amounts to be paid to Plaintiffs in the amounts of Five Thousand Dollars and Zero Cents ($5,000.00) ("Class Representative Service Payments") each to Plaintiffs (total, $10,000.00) for their services on behalf of the Class. These amounts proposed to be awarded to Plaintiffs are fair and reasonable for the reasons Plaintiffs provided in their declarations. (*See* Declaration of Plaintiff Camille Guerin in Support of Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment ["Guerin Decl."] and Declaration of Plaintiff Camille Torres in Support of Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment ["Torres Decl."] filed concurrently herewith). Courts approve incentive awards to plaintiffs when justified and appropriate to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

Finally, Plaintiffs request that the Court approve the payment of Eight Thousand Dollars and Zero Cents ($8,000.00) ("Administration Expenses Payment") to Xpand Legal Consulting LLC ("Xpand" or "Administrator") as compensation for its administration services it has and will provide in connection with the Settlement. (*See, generally*, Paul Decl.).

In order to efficiently present the Court with adequate information to determine whether to grant final approval of the Settlement and award the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment, Plaintiffs also move for an order permitting the filing of this single consolidated memorandum, although it exceeds the page limit established by California Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant is a boutique hotel located in Koreatown, California with multiple restaurants and bars. Plaintiff Camille Guerin was employed by Defendant as an hourly-paid, non-exempt Server from approximately October 2021 to approximately June 2023. (Guerin Decl. ¶ 2). Plaintiff Camille Torres was employed by Defendant as an hourly-paid, non-exempt Server from approximately October 2021 to approximately June 2023. (Torres Decl., ¶ 2).

On November 7, 2023, Plaintiffs provided written notice to the California Labor and Workforce Development Agency ("LWDA") by online submission and to Defendant, Citrin Hospitality, Inc., MCGA Hotels LLC, and MCGA Hotels LA LLC by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant ("PAGA Notice"). (Winn Decl. ¶ 2).

On January 10, 2024, Plaintiffs filed a Class Action Complaint for Damages in the action entitled *Guerin and Torres v. O&A Line Management, LLC*, *et al.*, Los Angeles County Superior Court Case No. 24STCV00784 ("Class Action"), thereby commencing a putative class action against Defendant, Citrin Hospitality, Inc., MCGA Hotels LLC, and MCGA Hotels LA LLC. (*Id.* ¶ 3).

On January 12, 2024, Plaintiffs filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698, *Et Seq.* in the action entitled *Guerin and Torres v. O&A Line Management, LLC, et al.*, Los Angeles County Superior Court Case No. 24STCV00885

("PAGA Action"), which alleged one cause of action under the California Labor Code Private Attorney General Act of 2004 ("PAGA") against Defendant, Citrin Hospitality, Inc., MCGA Hotels LLC, and MCGA Hotels LA LLC. (*Id.* ¶ 4).

On July 29, 2024, the Court consolidated the Class Action and PAGA Action (together, "Actions") and deemed the Class Action lead. (*Id.* ¶ 5).

On April 22, 2025, the Parties participated in a formal mediation conducted by Lynn Frank, Esq. ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator's evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. (*Id.* ¶ 6). The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (Ibid).

On January 5, 2026, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval") seeking preliminary approval of the Class Action and PAGA Settlement Agreement ("Original Agreement") entered into between the Parties. (*Id.* ¶ 7).

On March 9, 2026, the Court issued a Tentative Ruling ("March 9, 2026 Tentative Ruling") in which it raised points of inquiry with regards to the Motion for Preliminary Approval and the Original Agreement. (*Id.* ¶ 8).

On March 12, 2026, to address the Court's concerns in the March 9, 2026 Tentative Ruling, the Parties filed supplemental documents, including a Joint Supplemental Brief, Further Supplemental Declaration of James S. Winn Jr., First Amended Class Action and PAGA Settlement Agreement ("First Amended Agreement"), Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, First Amended Class Action Complaint, First Amended PAGA Complaint (together, "Amended Complaints"), and Amended PAGA Notice. (*Id.* ¶ 9).

On March 17, 2026, the Court issued a Tentative Ruling in which the Court conditionally granted the Motion for Preliminary Approval contingent on the Parties: 1) filing an executed copy of the First Amended Agreement, 2) filing the proposed First Amended Complaints in both Actions, 3) proving proof of submission of the First Amended Complaints and the First Amended Agreement to the LWDA, and 4) indicate whether the Parties made any further changes to the First Amended

Agreement. (*Id.* ¶ 10).

On March 17, 2026, the Parties fully executed the First Amended Agreement, Plaintiffs submitted the Amended Complaints for filing, and Plaintiffs filed a declaration attaching the fully executed First Amended Agreement. (*Id.* ¶ 11).

On March 20, 2026, Class Counsel received a call from the Court Clerk, who informed us that the Amended Complaints were rejected because the cases have been consolidated. (*Id.* ¶ 12). As a result, we were informed that the Parties cannot file two separate complaints under the same case number. (Ibid). The Clerk instructed the Parties to file a new amended complaint that includes both the Class and PAGA claims in a single complaint. (Ibid).

On March 26, 2026, Plaintiffs filed a First Amended Class and Representative Action Complaint for Damages ("Operative Complaint") as instructed by the Clerk. (*Id.* ¶ 13). The Operative Complaint was submitted to the LWDA. (Ibid). The Operative Complaint alleges 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 premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide earned gratuities, failure to provide accurate 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 April 7, 2026, the Parties entered into the Settlement Agreement, which made changes to incorporate the Operative Complaint. (*Id.* ¶ 14 and Exh. 1).

On July 9, 2026, the Court entered the Final Ruling granting preliminary approval of the Settlement ("Preliminary Approval Order"), thereby preliminary approving the terms of the Settlement Agreement, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), and the proposed administration procedures and associated deadlines. (*Id.* ¶ 15 and Exh. 2).

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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.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Four Hundred Forty-Three Thousand Seven Hundred Forty-Eight Dollars and Zero Cents ($443,748.00), which is exclusive of employer-side payroll taxes. (Settlement Agreement, ¶ 1.20; Winn Decl., ¶ 18). The Gross Settlement Amount includes: (1) Eighty Thousand One Hundred Seventy-Three Dollars and Zero Cents ($80,173.00) in payments previously made by Defendant to Class Members and Aggrieved Employees ("GSA Credit") (2) Class Counsel Fees Payment in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling One Hundred Fifty-Five Thousand Three Hundred Eleven Dollars and Eighty Cents ($155.311.80); (2) Class Counsel Litigation Expenses Payment, in the amount of Twenty-Six Thousand Thirteen Dollars and Fifty-Seven Cents ($26,013.57); (3) Administration Expenses Payment in the amount of Eight Thousand Dollars and Zero Cents ($8,000.00); (4) Class Representative Service Payments in the aggregate amount of Ten Thousand Dollars and Zero Cents ($10,000.00); and (5) PAGA Penalties in the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00). (Settlement Agreement, ¶¶ 1.21, 3.1, 3.2.1, 3.2.2., 3.2.3, and 3.2.5.; Winn Decl., ¶ 18). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Participating Class Members will share in a Net Settlement Amount of approximately One Hundred Fourteen Thousand Two Hundred Forty-Nine Dollars and Sixty-Three Cents ($114,249.63). (Settlement Agreement, ¶ 1.27; Winn Decl., ¶ 18).

The Settlement does not require Participating Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount ("Individual Class Payment") nor does it require Aggrieved Employees to submit claims as a prerequisite to receiving their *pro rata* share of

twenty-five percent (25%) of the PAGA Penalties ("Individual PAGA Payment"). (Settlement Agreement, ¶¶ 1.22, 1.23, 3.2.5., and 3.2.5.1; Winn Decl., ¶ 19). Individual Class Payments are calculated by the Administrator by dividing the Net Settlement Amount by the total number of weeks each Participating Class Member worked for Defendant for at least one day during the Class Period ("Workweeks") and multiplying the result by each Participating Class Member's Workweeks worked during the Class Period. (Settlement Agreement, ¶¶ 1.44 and 3.2.4; Winn Decl., ¶ 19). Individual PAGA Payments are calculated by the Administrator by dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of the PAGA Penalties ($12,500.00) by the total number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period ("Pay Periods") and multiplying the result by each Aggrieved Employee's Pay Periods worked during the PAGA Period. (Settlement Agreement, ¶¶ 1.34 and 3.2.5.1; Winn Decl., ¶ 19)

Each Individual Class Payment will be allocated as twenty percent (20%) wages (the "Wage Portion") and eighty percent (80%) interest and penalties (the "Non-Wage Portion"). (Settlement Agreement, ¶ 3.2.4.1; Winn Decl., ¶ 21). The Wage Portion will be reported on IRS Form W-2 and the Non-Wage Portion will be reported on IRS Form 1099 (if applicable) by the Administrator. (Settlement Agreement, ¶ 3.2.4.1; Winn Decl., ¶ 21). The Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment, and issue checks to Participating Class Members for their net payment of their Individual Class Payment. (Settlement Agreement, ¶¶ 1.22 and 3.2.4.1; Winn Decl., ¶ 21). The employer's share of taxes and contributions in connection with the Wage Portion of Individual Class Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount. (Settlement Agreement, ¶ 4.2; Winn Decl., ¶ 21). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Administrator. (Settlement Agreement, ¶ 3.2.5.1; Winn Decl., ¶ 21).

Each Individual Class Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Settlement Agreement, ¶ 4.3.1; Winn Decl., ¶ 22). Any funds associated with such canceled checks will be distributed by the Administrator to the State of California's

Unclaimed Property Division in the name of the Participating Class Member and/or Aggrieved Employee. (Settlement Agreement, ¶ 4.3.3; Winn Decl., ¶ 22).

Effective on the date when Defendant fully funds the entire Outstanding Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from any and all claims and/or theories of liability that have been or could have been alleged or asserted in the Operative Complaint based on any of the facts alleged in the Operative Complaint, including, but not limited to, claims for failure to pay overtime wages, including failure to include additional renumeration when calculating overtime wages, failure to provide compliant meal periods or pay meal period premiums in lieu thereof; failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof, failure to pay minimum and straight time wages, failure to timely pay all earned wages and final paychecks due at time of separation of employment, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep requisite payroll records, failure to reimburse necessary business-related expenses and costs, failure to pay all accrued and vested vacation and sick pay, all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above, violations of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties (excluding PAGA penalties), interest or attorneys' fees associated with all of such causes of action under California law (collectively, "Released Class Claims"). (Settlement Agreement, ¶¶ 1.38, 5, and 5.3). The Released Class Claims shall include claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 350, 351, 352, 353, 354, 355, 356, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,1198.5, 1199, 2800, and 2802. (*Id*., ¶ 5.3).

Effective on the date when Defendant fully funds the entire Outstanding Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims and/or theories of liability for civil penalties under PAGA

that have been or could have been alleged or asserted in the Operative Complaint and PAGA Notice based on any of the facts alleged or asserted in the Operative Complaint and PAGA Notice, including, but not limited to, claims for failure to pay overtime wages, including failure to include additional renumeration when calculating overtime wages, failure to provide compliant meal periods or pay meal period premiums in lieu thereof at the correct rate of pay; failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof at the correct rate of pay, failure to pay minimum and straight time wages, failure to timely pay all earned wages and final paychecks due at time of separation of employment, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep requisite payroll records, failure to reimburse necessary business-related expenses and costs, failure to pay all accrued and vested vacation and sick pay, violations of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, "Released PAGA Claims"). (Settlement Agreement, ¶¶ 1.39, 5, and 5.4). The PAGA Released Claims shall include PAGA claims arising under or predicated on California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 350, 351, 352, 353, 354, 355, 356, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802. (*Id*., ¶ 5.4).

Effective on the date when Defendant fully funds the entire Outstanding Settlement Amount, Plaintiffs, individually and on behalf of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims and/or theories of liability that have been or could have been alleged or asserted in any of the pleadings that have been filed in the Action, arising during the Class Period, including any claims and/or theories of liability raised during mediation, based on the facts alleged in any of the pleadings that have been filed in the Action and in any related notices sent to the LWDA, including, but not limited to, claims for failure to pay overtime wages, including failure to include additional renumeration when calculating overtime wages, failure to provide compliant meal periods or pay meal period premiums in lieu thereof; failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof, failure to pay minimum and straight time wages, failure to timely pay all earned wages and final paychecks due at time of separation of employment,

failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep requisite payroll records, failure to reimburse necessary business-related expenses and costs, failure to pay all accrued and vested vacation and sick pay, all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above, violations of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law and all claims for civil penalties or other remedies recoverable under Labor Code § 2698 *et seq.* (PAGA). (*Id*., ¶ 5.1). For purposes of the Plaintiffs' release only, each Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party. (*Id*., ¶ 5.2).

The "Released Parties" means Defendant O&A Line Management, LLC, Citrin Hospitality, Inc., MCGA Hotels LLC, MCGA Hotels LA LLC, and each of their past and present corporate affiliates, parents, subsidiaries, divisions, related entitles, divested business and business units, and the board members, directors, officers, shareholders, owners, employees, agents, representatives, attorneys, insurers, predecessors, successors, assigns, and/or any other persons acting on their behalf. (*Id*., ¶ 1.40).

IV. THE SETTLEMENT ADMINISTRATION PROCESS

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

On July 16, 2026, Xpand received the Court approved text for the Class Notice from Class Counsel. (Paul Decl., ¶ 4).

On September 2, 2026, Xpand received the class data file from Defendant's counsel, which contained each Class Member's full name, last known mailing address, Social Security number, and number of Workweeks and Pay Periods (collectively, "Class Data"). (*Id*., ¶ 6). The Class Data was

uploaded to Xpand's database and checked for duplicates and other possible discrepancies. (Ibid). The Class Data contained 350 individuals identified as Class Members who worked 14,727 Workweeks during the Class Period and 167 individuals identified as Aggrieved Employees who worked 4,129 Pay Periods during the PAGA Period. (Ibid).

As part of the preparation for mailing, all 350 names and addresses contained in the Class Data were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Class Notice. (*Id*., ¶ 7). The NCOA contains requested change of addresses filed with the USPS. (Ibid). To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice. (Ibid). To the extent that no updated address was found in the NCOA database, the original address provided by Defendant's counsel was used for the mailing of the Class Notice. (Ibid).

On September 16, 2026, the Class Notice was mailed, via U.S. First Class Mail in English and Spanish, to all 350 individuals contained in the Class Data. (*Id*., ¶ 8). 12 Class Notices were returned to Xpand as undeliverable. (*Id*., ¶ 9). Xpand performed a computerized skip trace on the 12 returned Class Notices that did not have a forwarding address in an effort to obtain an updated address for the purpose of re-mailing the Class Notice. (Ibid). As a result of this skip trace, 5 Class Notices were obtained and the Class Notice was promptly re-mailed to those Class Members, via U.S First Class Mail. (Ibid). A total of 7 Class Notices have been deemed undeliverable as no updated address was found notwithstanding the skip tracing. (Ibid).

Class Members had forty-five (45) calendar days after the Administrator mailed the Class Notices to submit a Request for Exclusion, written objection, and/or challenge to Workweeks and/or Pay Periods ("Response Deadline"). (Settlement Agreement, ¶ 1.42). The Response Deadline is October 31, 2026. (Paul Decl., ¶ 10). As of the date of this Motion, the Administrator has not received any Requests for Exclusion, written objections, or challenges to Workweeks and/or Pay Periods. (*Id*. ¶ 11-13).

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The estimated average gross Individual Class Payment is $315.03, the estimated highest gross Individual Class Payment is $1,886.76, and the estimated lowest gross Individual Class Payment is $7.48; the estimated average Individual PAGA Payment is $35.71, the estimated highest Individual PAGA Payment is $208.88, and the estimated lowest Individual PAGA Payment is $3.02. (*Id*., ¶ 15).[1]

V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

On April 8, 2026, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2). (Winn Decl., ¶ 23). The LWDA has not objected or otherwise responded to the submissions. (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 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty

[1] The actual average, highest, and lowest Individual Class Payments will be larger than the amounts stated in the Paul 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 $30,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., $3,986.43 will be part of the Net Settlement Amount).

of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." (*Officers for Justice*, *supra*, 688 F.2d at 625).

B. The Settlement Should be Finally Approved

California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am. Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations were at all times made at arm's-length and were adversarial. (Winn Decl., ¶ 24). The Parties engaged in extensive informal discovery prior to reaching a settlement. (*Id*., ¶ 25).

C. The Settlement is Fair and Reasonable

Courts typically assess the status of discovery in determining whether a class action settlement agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation, Defendant produced payroll data for all Class Members from January 10, 2020 through December 29, 2024, timekeeping data for all Class Members from January 10, 2020 through March 9, 2025, Defendant's relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. (Winn Decl., ¶ 25). This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (Ibid). Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. (Winn Decl., ¶ 26). At all times, Plaintiffs were willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. (Ibid). Additionally, settlement negotiations were conducted by highly capable and experienced counsel. (Ibid). Class Counsel are respected members of the California State Bar with strong records of vigorous and effective advocacy and are experienced

in handling complex wage and hour class action litigation. (Ibid). Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

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

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

First and foremost, it was found that Defendant had paid Eighty Thousand One Hundred Seventy-Three Dollars and Zero Cents ($80,173.00) in payments to approximately 31.5% of the Class Members and 96% of the Aggrieved Employees for meal break premiums owed and wage statement penalties for each pay period in which a meal break premium was owed during the time period of January 2021 through November 2022 (i.e., the GSA Credit). (Winn Decl., ¶ 28). Prior to the Actions being filed and after Plaintiffs raised concerns with Defendant that they were not being paid meal break premiums, Defendant learned that its timekeeping system was not properly flagging meal break issues, which was used to determine whether a meal break premium was owed. (Ibid). In some instances, a meal break premium was paid but in others, it was not. (Ibid). Defendant also discovered that certain employees may not have received reporting time pay if they were asked to work less than half of their scheduled day's work. (Ibid). As a result, Defendant audited its records and issued payments to employees who may have been owed for meal break premiums, reporting time pay, and related penalties. (Ibid). These retroactive payments, which were not conditioned on any agreement or release of claims by employees, ranged from $67.64 to $7,246. (Ibid). Based on these amounts,

the Parties agreed that the total amount of payments made would be credited from the Gross Settlement Amount. (Ibid). If these payments were instead deducted from the individual settlement payments to the Class Members, the Parties were concerned that (i) certain Class Members could receive nothing or very little under the class settlement depending on the amount of their retroactive payment via the GSA Credit and (ii) the prior payments were limited to meal break premiums and derivative wage statements whereas the settlement covers numerous other claims. (Ibid). Accordingly, Class Counsel took this into consideration when settling and the Parties agreed, upon the Mediator's recommendation, that the GSA Credit shall be subtracted from the Gross Settlement Amount. (Ibid).

Class Counsel is aware of Defendant's defenses and arguments and has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication. (*Id*., ¶ 29). Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted in the Actions, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. (Ibid). Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and employment matters. (Ibid).

Defendant denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the Actions, and further denies that class certification is appropriate for any purpose other than the Settlement. (*Id*., ¶ 30). Defendant believes that it would ultimately prevail in the Actions. (Ibid). Defendant proffered defenses to both certification and to the merits of Plaintiffs' claims. (Ibid). Defendant contended that Plaintiffs' claims are not suitable for class certification because individual issues would predominate should this case go to trial. (Ibid). As with all class actions, these complex cases raise difficult management and proof issues and, accordingly, there is a significant risk that the Court may deny class certification. (Ibid).

Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. (*Id*., ¶ 31). In order to prove liability and damages, Class Counsel would need to request and analyze thousands of pages of documents, obtain the Class Members'

contact information, contact them, and obtain declarations at great expense. (Ibid). Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. (Ibid). On the other hand, Defendant would likely be able to obtain the cooperation of its employees. (Ibid). Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

In light of the Parties' respective legal positions and the risks of continued litigation, the Gross Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable. (*Id*., ¶ 32).

VII. THE REQUESTED CLASS COUNSEL FEES PAYMENT AND CLASS COUNSEL LITIGATION EXPENSES PAYMENT ARE REASONABLE AND SHOULD BE APPROVED

Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e., $155,311.80) for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling Twenty-Six Thousand Thirteen Dollars and Fifty-Seven Cents ($26,013.57) incurred in the prosecution of the Actions. (*Id*., ¶ 33). The requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. (Ibid).

A. Plaintiff's Fee Request of Thirty-Five Percent (35%) of the Gross Settlement Amount is Fair, Adequate, and Reasonable.

For clarity, Class Counsel seeks an attorneys' fee award equal to thirty-five percent (35%) of the Gross Settlement Amount, rather than the Outstanding Settlement Amount, which reflects the Gross Settlement Amount less the GSA Credit. (*Id*., ¶ 34). As previously explained to the Court, Plaintiffs brought to Defendant's attention that meal break premiums were not being properly paid. (Ibid). Without Plaintiffs' action, the timekeeping software issue could have remained undiscovered and uncorrected for months or years, to the continued detriment of the affected employees. (Ibid). Plaintiffs then retained Class Counsel to further investigate and file lawsuits based on the unpaid meal break premiums and other wage-and hour-violations. (Ibid). The settlement accounts for Defendant's prior remedial efforts – efforts that would not have occurred but for the named Plaintiffs bringing the

issue to light and Class Counsel pursuing it through litigation. (Ibid). The fact that certain amounts were paid before the settlement does not diminish the value Class Counsel helped create, preserve, and secure for the Class. (Ibid). Additionally, the Class Notice advised Class Members that Class Counsel would seek attorneys' fees based on the Gross Settlement Amount. (Ibid). As of the filing of this Declaration, no Class Member has objected to that request. (Ibid). Accordingly, Class Counsel respectfully requests that the attorneys' fees be awarded based on the Gross Settlement Amount. (Ibid).

B. Plaintiffs' Fee Request of Thirty-Five Percent (35%) of the Gross Settlement Amount is Proper Under the Common Fund Doctrine

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

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

Numerous appellate courts have similarly found. (*See e.g., Knoff v. City and County of San Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a "contingent percentage" award of attorneys' fees in a representative action as the proper exercise of the court's broad equitable powers); *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys' fees and expenses properly awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v. Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action compelling state to claim dormant bank accounts)).

The Supreme Court noted that several courts have expressed frustration with the alternative "lodestar" approach for deciding fee awards, which usually involves wading through voluminous and often indecipherable time records. (*Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503; *see Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373, 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing 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).

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A fee of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $155,311.80) 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.

C. The Circumstances of this Case Support a Thirty-Five Percent (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 these cases, the uncertainty of the outcome, the quality of the counsel, and the preclusion from other employment.

D. The Contingent Nature of This Matter

From the outset of the Actions 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 cases such as this. Moreover, even if class certification were granted over Defendant's opposition, there was no assurance that Plaintiffs would succeed at trial. (Winn Decl., ¶¶ 27-31). Despite such

challenges, Class Counsel was able to persuade Defendant that it faced significant liability exposure to settle the Class Members' claims.

E. The Experience, Reputation, Ability of Counsel, and Skill in Litigation

Class Counsel has substantial experience in wage-and-hour and other class action litigation, including litigation involving the legal issues in this matter. (*Id*., ¶ 37). 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* Winn Decl.).

F. 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 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, Participating Class Members will be paid, on average, approximately $315.03 each, which is intended to compensate them for the alleged wage and hour violations they suffered during their employment. (Winn Decl., ¶ 20). This is a significant benefit for the Participating Class Members here as it represents a recovery for highly disputed claims. Equally important is the fact that the State of California will receive $37,500.00 for enforcement of labor laws and education of employers. (*Id*., ¶ 44).

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.

G. 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 its 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. (Winn Decl., ¶ 36).

H. 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 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of various factors. (*Serrano 111, supra,* 20 Cal.3d at 48). Class Counsel's hourly rates are summarized in the Winn Decl. at ¶¶ 37-38.

One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Winn Decl., ¶ 38). As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). (Ibid). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. (Ibid). Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. (Ibid). This kind of class action work requires specialized learning and the willingness to take large risks. (Ibid).

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Class Counsel has spent approximately 255.70 total hours litigating these claims to date.[2] (Winn Decl., ¶ 38). Class Counsel expects to spend another 10 hours in connection with the final approval process (including preparing for and attending the Final Approval Hearing, and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Administrator, our clients, and Class Members). (*Id*., ¶ 39). In addition to time spent during litigation, reasonable hours also include the time spent before the Actions were filed, including time spent interviewing the clients, investigating the facts and the law, preparing the initial pleadings, as well as litigating the cases. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982) 32 Cal .3d 621, 639 ("*Serrano IV*")). Based on the rates of Class Counsel, the total fees incurred to date are $225,643. (Winn Decl., ¶ 38). By the conclusion of this matter, the total fees are estimated to be approximately $231,143. (*Id*., ¶ 39).

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

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[2] In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in California to support a fee application. The court held: "Testimony of an attorney as to the number of hours worked on a particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records." *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.

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

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

> Given the unique reliance of our legal system on private litigants to enforce substantive provisions of law through class and derivative actions, attorneys providing the essential enforcement services must be provided incentives 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.
>
> In the class action context, that would mean attempting to award the fee that informed private bargaining, if it were truly possible, might have reached. 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.

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

> [T]rial judges need the flexibility *Serrano III* provides, as it enables them to relate fee awards to the economic realities that determine the efficacy of the private enforcement contemplated by our civil justice system.
> Accordingly, we hold that, in cases in which the value of the class recovery 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.

(*Id.* at 49-50).

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

I. No Class Member Objected to the Requested Class Counsel Fees Payment

Class Counsel's intention to request the Court's approval for payment of attorneys' fees was clearly disclosed to each Class Member in the Court-approved Class Notice. (Winn Decl., ¶ 41; *See also,* Paul Decl., Exh. B). As of the filing of this Motion, there has not been a single objection to the request for attorneys' fees. (Paul Decl., ¶ 13). It is fair to conclude that the Class approves of/does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's request for thirty-five percent (35%) of the Gross Settlement Amount, equaling One Hundred Fifty-Five Thousand Three Hundred Eleven Dollars and Eighty Cents ($155,311.80), should be granted.

J. Plaintiffs' Cost Request is Reasonable

Class Counsel seeks reimbursement of a total amount of Twenty-Six Thousand Thirteen Dollars and Fifty-Seven Cents ($26,013.57) in costs and expenses in this matter, which includes reasonable future costs for filing the Motion. (Winn Decl., ¶ 40 and Exh. 4). All costs and expenses were reasonably incurred in prosecution of this matter.

VIII. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENTS TO PLAINTIFFS ARE REASONABLE

The named Plaintiffs should be awarded Class Representative Service Payments in the amounts of Five Thousand Dollars and Zero Cents ($5,000.00) each to Plaintiffs (total, $10,000.00) for their services as the Class Representatives and the risks in connection with that role. (Winn Decl., ¶ 42). Enhancement awards in wage and hour cases typically range from $5,000.00 to $20,000.00, although some awards are higher. (Ibid). Often, multiple class representatives receive awards in the above range. (*See e.g.*, *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of $10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) ["We also think there is something to be said for rewarding those

drivers who protect and help to bring rights to a group of employees who have been the victims of discrimination."]). Here, the requested Class Representative Service Payments are modest, reasonable, and should be approved.

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

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

In sum, Plaintiffs have performed considerable services on behalf of the Class during the litigation. (*See*, generally, Guerin Decl.; Torres Decl.). Class Counsel cannot understate the importance of the role of an employee who is willing to search out an attorney and step forward to assume the risk of litigation and retaliation in order to represent a class and put the interests of the class before their own interests. Plaintiffs have understood that this is a class action where they are serving as the Class Representatives and must protect the Class Members' interests. (Guerin Decl., ¶ 10; Torres Decl. ¶ 10). Plaintiffs were the catalyst to the benefit reached for the Class Members, and have actively protected the Class Members' interests during the pendency of this matter and will continue to do so even if the cases were required to go to trial. (Ibid). Plaintiffs spent numerous hours participating in this matter by searching for an attorney, communicating with their attorneys on

numerous occasions, searching for and producing relevant documents related to their employment, responding to their attorneys' inquiries, reviewing the settlement documents, and approving the Settlement on behalf of all Class Members. (*See*, generally, Guerin Decl.; Torres Decl.).

In contrast, without having to take on any of the risk incurred by Plaintiffs or time spent by Plaintiffs in litigating this matter, Participating Class Members will automatically be issued a payment for their claims. It appears that the Participating Class Members recognize these enhancements were justified because since the time the Class received notice of the requested Class Representative Service Payments, no one has objected to the requests. Thus, the Class Representative Service Payments to Plaintiffs are warranted to compensate them for their time and effort, the fear and stress associated with assuming the responsibility of serving as the Class Representatives, and the concrete risks they assumed as the Class Representatives.

IX. THE REQUESTED ADMINISTRATION EXPENSES PAYMENT ARE REASONABLE

In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court preliminarily approved, an Administration Expenses Payment not to exceed Eight Thousand Dollars and Zero Cents ($8,000.00). (Winn Decl., ¶ 43). Xpand is the approved Administrator. (Ibid). It is an experienced class administrator and has adequately performed the administration tasks required by the Preliminary Approval Order. Xpand's actual costs to administer the Settlement are indeed only Eight Thousand Dollars and Zero Cents ($8,000.00). (Paul Decl., ¶ 16 and Exh. C). Based thereon, the requested costs should be approved.

X. THE PROPOSED LWDA ALLOCATION IS REASONABLE

Pursuant to California Labor Code Section 2699(s)(2), the Superior Court shall review and approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code § 2699(s)(2)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and should be approved. As part of the Settlement, Defendant has agreed to pay Fifty Thousand Dollars and Zero Cents ($50,000.00) to settle the claims of the Aggrieved Employees brought pursuant to PAGA, of which the payment of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents ($37,500.00) (75% of the PAGA Penalties) will be paid to the LWDA for education and enforcement

purposes. (Winn Decl., ¶ 44).

It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to class members." (*Magadia v. Wal-Mart Assocs*. (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc*. (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving $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 class members, the persons who actually suffered the California Labor Code violations. (Winn Decl., ¶ 45).

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 Actions, the Class, the Gross Settlement Amount, the GSA Credit, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Class Representative Service Payments to Plaintiffs, the Administration Expenses Payment to the Administrator, and the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel. (Winn Decl., ¶ 46; *see also* Paul Decl., Exh. B thereto). The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. (Ibid). It also explained how and when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class Notice provided the date for the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement. (Ibid).

XII. CONCLUSION

For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested attorneys' fees to Class Counsel of $155,311.80; (2) the requested reimbursement of actual costs and expenses to Class Counsel of $26,013.57; (3) the requested Class Representative Service Payments to Plaintiffs of $5,000.00 each to Plaintiffs (total, $10,000.00); and (4) the requested Administration Expenses Payment to the Administrator of $8,000.00; and permit the filing of a memorandum that exceeds the page limit.

Respectfully submitted,

Dated: October 28, 2026

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