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7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN BERNARDINO**

10 ERIK SMITH, as an individual on behalf of
himself and on behalf of all others similarly
11 situated,

12 Plaintiff,
13

14 v.

15 PREMIER PACKING, LLC, a Kentucky
limited liability company; and DOES 1-
16 100, inclusive,

17 Defendants.
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Case No.: CIVSB2406078

Assigned for All Purposes to:
Hon. Wilfred J. Schneider, Jr.
Dept. S32

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, AND REQUEST
FOR ATTORNEY'S FEES AND COSTS**

Date: August 6, 2026
Time: 8:30 a.m.
Dept.: S32

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1 **I. INTRODUCTION**

2 Plaintiff Erik Smith hereby seeks final approval of a non-reversionary class action
3 settlement resolving wage and hour claims of 193 individuals employed by Defendant Premier
4 Packing, LLC (“Premier” or “Defendant”) as non-exempt employees who worked for Defendant in
5 California during the Class Period of February 21, 2020 to May 11, 2025. The proposed \$245,000
6 total settlement provides \$107,991.09 in cash payments to the Class, with an average award of
7 \$585.45, plus additional amounts payable under PAGA. The remaining balance will cover
8 modest service award to Plaintiff, settlement administration costs, civil penalties to the state,
9 and reasonable attorney’s fees and costs. The parties and their counsel finalized the settlement
10 after extensive and difficult arms-length negotiations overseen by an experienced mediator.
11 The Court conditionally certified the Class and preliminarily approved the settlement on
12 October 15, 2025. Since then, the Court-approved notice form was mailed to the Class Members
13 on June 15, 2026, and they have reacted very favorably to the settlement. As of the date of this
14 motion, there are no objections and no class members have opted out.

15 Further, Class Counsel secured an excellent settlement with Premier after some two
16 years of investigation, litigation, and settlement negotiation and administration, all
17 without any compensation for services rendered or costs expended. The class notice duly
18 informs the class members that Class Counsel would request attorney’s fees not to exceed
19 1/3 of the Gross Settlement Amount, or \$81,666.67, along with reimbursement of no more
20 than \$20,000 for actual costs incurred litigating this matter. As of the filing of this motion,
21 *not one Class Member objected* to the proposed fee award. Consistent with the Settlement
22 and notice, Plaintiff now respectfully requests the Court award Class Counsel's fees in the
23 amount of \$81,666.67 and costs in the amount of \$18,056.24, as described in the Declaration
24 of Jamie Serb (“Serb Decl.”) filed herewith. The requested attorney’s fees are well within
25 the range of reasonableness, especially considering the complex and risky nature of this
26 litigation, the contingent risk assumed, and the two-plus year delay in payment and, when
27 subjected to a lodestar crosscheck, results in a base lodestar that is larger than the actual
28 fees requested on a percentage basis.

1 Accordingly, on behalf of themselves and the Settlement Class, Plaintiff respectfully
2 requests the Court grant this motion, give full and final approval to the settlement, grant Class
3 Counsel’s request for attorney’s fees and costs, and enter judgment accordingly.

4 **II. BACKGROUND/LITIGATION HISTORY**

5 Defendant Premier manufactures, distributes, and designs packaging, and operates four
6 locations in the United States, including one in Santa Fe Springs, California, where Plaintiff worked.
7 Plaintiff Smith was employed by Defendant as a non-exempt Warehouse Associate/Forklift Driver
8 from approximately August 2022 to May 2023. During this period, he typically worked 8 to 12
9 hours per shift, five days a week, and he was compensated with an hourly wage and received various
10 bonuses, including attendance and productivity bonuses. [Serb Decl., ¶ 2.]

11 Plaintiff alleges Premier violated California wage and hour law in several respects. First,
12 they allege a failure to pay all minimum wages, and claim class members regularly performed “off
13 the clock” work, both before and after the start of their shifts, for tasks such as waiting in line to
14 clock in, finishing up daily tasks, etc. Plaintiff further alleges Defendant failed to pay for sick pay
15 and meal period premiums at the correct regular rate of pay. Next, Plaintiff alleges Premier also
16 failed to provide compliant meal periods as meal periods frequently were not fully compliant due to
17 various “de facto” violations and that meal breaks regularly were missed, untimely, or cut short.
18 Plaintiff also alleges Defendant failed to provide legally compliant rest periods, and alleges rest
19 periods were oftentimes interrupted or late. Plaintiff further claims Defendant did not reimburse
20 business expenses incurred by Class Members for the use of their personal cellular phones. Lastly,
21 Plaintiff alleges Defendant failed to provide accurate, itemized wage statements and failed to pay
22 all wages owed upon the separation of employment. [Serb Decl., ¶ 3.]

23 Based on these general allegations, Plaintiff Smith filed a PAGA complaint against Premier
24 on February 20, 2024, after appropriate notice to the LWDA and Defendant and exhausting
25 administrative remedies. He also filed a separate class action complaint against Defendant on
26 February 21, 2025. Thereafter, Melissa Sanchez was added to the lawsuit as another Plaintiff. [Serb
27 Decl., ¶ 4.]

1 Premier has at all times denied Plaintiff's allegations and maintained its meal and rest break
2 and payroll policies and procedures comply with California law, and that it provided the class
3 members with the opportunity to take all required meal and rest breaks or paid the required
4 premiums when necessary. Additionally, Premier contends its timekeeping and payroll policies
5 accurately track and pay for all hours worked by its employees and at the correct rates of pay.
6 Premier similarly argued that there was no need for employees to use their cell phones for work
7 purposes and accordingly no reimbursement is warranted. It also strongly contends the case cannot
8 be maintained as any kind of class or representative action, arguing for example that to the extent
9 class members missed meal and/or rest breaks, or that such breaks were non-compliant, it was
10 intermittent and infrequent and evidence of such missed breaks would be purely anecdotal, and
11 therefore individualized issues predominate and trial on a representative basis would be
12 unmanageable. [Serb Decl., ¶ 5.]

13 Once the matter was at issue, the Parties initiated discovery and later, after engaging in meet
14 and confer discussions regarding discovery, potential law and motion, and the merits of the case,
15 ultimately agreed to attempt mediation. They then engaged in significant informal discovery to
16 facilitate an exchange of information necessary to engage in a meaningful mediation. In March
17 2025, the Parties participated in mediation with Steve Mehta, Esq., a respected wage and hour class
18 action mediator. The Parties also agreed to explore resolution of Plaintiff's claims on a class-wide
19 basis in addition to the pending PAGA claims. The mediation lasted a full day and with the
20 mediator's assistance the Parties reached agreement on all major issues and agreed to resolve the
21 case on both a class and PAGA basis. [Serb Decl., ¶¶ 6-7.] The Court granted preliminary approval
22 to the settlement on October 15, 2025. Following preliminary approval of the settlement, the Parties
23 discovered Ms. Sanchez was added as a plaintiff in error, as she was never employed by Defendant,
24 but employed by a similarly named and completely separate entity. On May 21, 2026, the Court
25 granted Plaintiff Smith leave to file a Second Amended Complaint, removing Ms. Sanchez as
26 Plaintiff. The Second Amended Complaint was filed on May 27, 2026. On May 22, 2026, the Court
27 granted the Parties' stipulated request to modify the preliminary approval order, removing Ms.
28 Sanchez as a plaintiff. [Serb Decl., ¶7.]

1 Class notices were mailed to class members on June 15, 2026, with a 45-day window
2 (to July 30, 2026) for class members to opt out of or object to the proposed settlement.
3 [Declaration of Fatima Montanez (“Montanez Decl.”), ¶¶ 7-8.]

4 **III. THE PROPOSED SETTLEMENT TERMS**

5 Under the settlement, Premier will pay the Gross Settlement Amount of \$245,000 into a
6 common fund. Reasonable attorney’s fees of up to \$81,666.67 (1/3 of the GSA), litigation costs of
7 up to \$20,000 (only \$18,056.24 is requested), a modest enhancement award to Plaintiff Smith of up
8 to \$10,000, settlement administration costs of no more than \$7,300 (only \$7,286.00 is requested),
9 and \$20,000 for civil penalties under PAGA (of which 75%, or \$15,000, will go to the Labor &
10 Workforce Development Agency, and 25%, or \$5,000, will go to the PAGA Members) all will be
11 paid from the Gross Settlement Amount. The remainder of approximately \$107,991.09 will be
12 allocated among the Participating Class Members based on their total pay periods worked during
13 the Class Period. No portion of the Gross Settlement Amount will revert to Premier. [Serb Decl.,
14 ¶ 8; Montanez Decl. ¶ 15.]

15 **A. Certification of the Settlement Class**

16 The Court conditionally certified a settlement class defined to include all non-exempt
17 employees who worked for Defendant in California during the Class Period of February 21, 2020
18 to May 11, 2025. The Settlement Administrator ultimately mailed class notices to 193
19 individuals identified as members of the Class. [Montanez Decl., ¶ 8.] Nothing has changed
20 to require reconsideration of the Court’s certification of the Settlement Class.

21 **B. The Benefit Conferred on the Settlement Class**

22 This is a cash settlement that does not require Participating Class Members to submit a claim
23 form to receive their settlement share. Participating Class Members will receive their settlement
24 checks automatically via First Class U.S. Mail. Twenty percent of each settlement share will be
25 allocated to wages and the remaining eighty percent will be allocated to expenses reimbursement,
26 penalties and interest. Premier will pay any and all applicable employer-side payroll taxes separately
27 and in addition to the Gross Settlement Amount. Subject to the Court’s approval, any amounts not
28

1 claimed (because a class member does not cash his or her settlement check) will be forwarded to
2 the State Controller's Unclaimed Property Fund. [Serb Decl., ¶ 9.]

3 Each Participating Class Member will receive a share of the Net Settlement Amount based
4 on his or her total weeks worked for Premier during the Class Period while employed in a non-
5 exempt position. Thus, each Class Member's Individual Settlement Payment will be calculated
6 using criteria typically used in determining appropriate amounts of alleged unpaid wages, unpaid
7 premium wages for missed meal and rest breaks, unreimbursed expenses, and potential statutory
8 penalties under applicable law. These methods are intended to ensure each Class Member receives
9 a portion of the available settlement funds corresponding to the relative value of his or her potential
10 claims. The proposed allocation provides a reasonable way to compensate Class Members based on
11 the amount of time they worked for Premier and the number of instances they missed a meal break
12 and/or rest break, were not provided compensation in lieu of such missed breaks, or lost pay due to
13 the alleged off the clock work. [Serb Decl., ¶ 10.]

14 The average class settlement award will be approximately \$585.45, while settlement awards
15 will range from \$9.67 to \$2,718.40. The average PAGA award will be about \$25.91, and PAGA
16 awards will range from \$1.24 to \$75.11. [Montanez Decl., ¶ 16, 18.]

17 **C. Settlement Administration**

18 Simpluris, Inc., as the Court-approved Settlement Administrator, mailed the Notice
19 Packet to the Class members after making all reasonable effort to ascertain the best mailing
20 address, including running each address through the National Change of Address database and
21 "skip-tracing" any Notice Packets returned as undeliverable. [Montanez Decl., ¶¶ 8-9.] The
22 Class Notice, previously approved by the Court, duly informed Class Members of the settlement
23 terms, including the estimated relief each Class Member will receive, the amounts to be
24 requested for attorney's fees and the class representative enhancement awards, and the right to
25 opt out of or object to the settlement. [Montanez Decl.; Exh. A.] Simpluris mailed 193 Notice
26 Packets on June 15, 2026. [Montanez Decl., ¶ 8.] As of the filing of this motion, 16 Notice
27 Packets were deemed undeliverable. [Montanez Decl., ¶ 9.] The response window for opting
28 out, objecting to the settlement, or submitting a dispute, expired on July 30, 2026. [Montanez

1 Decl., ¶¶ 10.] As of the filing of this motion, Simpluris has received zero requests for exclusion,
2 zero objections to the settlement, and no disputes have been submitted regarding the
3 information used to calculate class member settlement shares. [Montanez Decl., ¶¶ 11-13.] As
4 the response deadline will occur after the filing of this Motion, Plaintiff will file a supplemental
5 declaration to update the Court regarding the Class Members' response to the settlement.

6 **D. Release of Claims**

7 All Participating Class Members will release Premier from all claims alleged in the operative
8 complaint, or that could have been brought based on the factual allegations in the operative
9 complaint during the Class Period. Plaintiffs and the LWDA will release those PAGA claims alleged
10 in the PAGA notice to the extent alleged in the operative complaint. The Class and PAGA releases
11 are limited to the claims that were actually pleaded or could have been pleaded based on the alleged
12 facts in the operative complaint, and PAGA notice for the PAGA claims. Only Plaintiff is entering
13 into a full general release of all claims and waiver of Civil Code § 1542. [Serb Decl., ¶ 11.]

14 **E. PAGA Penalties and Notice to the LWDA**

15 As noted, the Parties allocated \$20,000 from the GSA to resolution of Plaintiff's alleged
16 claims for PAGA civil penalties, and Plaintiff submits that amount is fair, reasonable and adequate,
17 and furthers PAGA's underlying purposes. As required by Labor Code section 2699(l)(2), Plaintiff
18 gave notice of the settlement and the final approval hearing to the LWDA via its online portal. [Serb
19 Decl., ¶ 12; Exh. 1.]

20 **IV. ARGUMENT**

21 **A. Standards For Approval**

22 The law favors settlement, particularly in class actions where substantial resources can
23 be conserved by avoiding the time, cost, and rigors of formal litigation. H. Newberg & A.
24 Conte, 4 Newberg on Class Actions (4th ed. 2002), § 11.41; Class Plaintiffs v. City of Seattle
25 (9th Cir. 1992) 955 F.2d 1268, 1276, cert. denied, 506 U.S. 953; Van Bronkhorst v. Safeco
26 Corp. (9th Cir. 1976) 529 F.2d 943,950; Potter v. Pacific Coast Lumber Co. (1951) 37 Cal.2d
27 592, 602. Nevertheless, to make certain the rights of absent parties are not unjustly
28 compromised, the settlement of a class action requires court approval. Cal. Rule of Court

1 3.769; Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801; Wershba v. Apple Computer
2 (2001) 91 Cal.App.4th 224, 245. The purpose of that judicial review is to protect against fraud
3 or collusion, and to ensure fairness to absent class members. Dunk, 48 Cal.App.4th at 1800-01;
4 Newberg, at §§ 11.22, *et seq.* Review is accomplished through a two-step process intended to
5 determine whether, under the totality of circumstances, the settlement is fair, reasonable and
6 adequate. Dunk, 48 Cal.App.4th at 1801; Wershba, 91 Cal.App.4th at 245.

7 On a motion for final approval, the trial court is charged with determining whether, in
8 light of the total circumstances of the action and the response of the class members to the
9 proposed settlement, the settlement is fair, reasonable, and adequate. Dunk, 48 Cal.App.4th at
10 1801-02; Wershba, 91 Cal.App.4th at 244-45. The court has broad discretion in making that
11 determination and may consider a number of relevant factors, including: the strength of
12 plaintiff's case; the likelihood of potential recovery; the risk, expense and likely duration of
13 further litigation; the amount offered in settlement; the extent of discovery and stage of the
14 proceedings; the experience and opinion of counsel; and the reaction of class members to the
15 settlement. Id. In light of the strong judicial policy favoring the settlement of class actions,
16 courts generally apply a presumption of fairness to a proposed class action settlement when:
17 (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery
18 are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in
19 similar litigation; and (4) the percentage of objectors is small. Dunk, 48 Cal.App.4th at 1802;
20 Wershba, 91 Cal.App.4th at 245.

21 **B. The Proposed Settlement Merits Final Approval**

22 The proposed settlement of this action warrants final approval under the standards
23 summarized above. The settlement is fair, reasonable and adequate, and represents a favorable
24 resolution of highly disputed claims. Further, the settlement was overwhelmingly approved by
25 the class members as there are no objections and zero class members requested exclusion.

26 **1. The Settlement Is the Product of Arm's-Length, Informed Negotiations**

27 The settlement is not the result of fraud or collusion. Rather, the proposed settlement
28 was reached following arm's-length negotiations presided over by Steve Mehta, Esq., a highly

1 respected and well-known mediator with extensive experience mediating wage and hour class
2 actions. [Serb Decl., ¶ 7.] Moreover, Plaintiff and his counsel were well-informed about the facts
3 and the law, and counsel Zachary M. Crosner and Jamie Serb have years of litigation experience,
4 including litigating wage and hour class actions. Plaintiff's counsel are well-qualified to evaluate
5 the risks and benefits of pursuing further litigation or settling the matter. [Serb Decl., ¶¶ 28-35.]
6 Premier likewise was represented by highly-qualified and experienced defense counsel. Both
7 sides advocated vigorously for their clients and nothing was "left on the table."

8 **2. The Class Reacted Favorably to the Settlement**

9 The settlement was well-received by the class. As of the filing of this motion, no
10 objections have been filed, and no Class Members have requested exclusion. [Montanez Decl., ¶¶
11 11-12.] As many courts recognize, class member reaction to the settlement is one of the most
12 important factors to consider in determining if final approval should be granted. Mandujano v. Basic
13 Vegetable Prods., Inc., 541 F.2d 832, 837 (9th Cir. 1976); see also In re: American Bank Note
14 Holographics, 127 F.Supp.2d 418, 425 (S.D.N.Y. 2001) ("It is well-settled that the reaction of the
15 class to the settlement is perhaps the most significant factor to be weighed in considering its
16 adequacy") (internal quotation marks omitted).

17 **C. The Proposed Settlement Meets the Dunk Factors and is within the Range of** 18 **Reasonableness**

19 Prior to mediation, the parties engaged in informal discovery to facilitate settlement
20 discussions. As a result, Plaintiff reviewed documents and information regarding Premier's payroll
21 practices, a sampling of pay stubs and time records, meal and rest break policies, employee
22 handbooks, etc., and information from Defendant regarding class size and breakdown, work weeks,
23 rates of pay, and other information used to formulate a damages model. Plaintiff's counsel are
24 confident they obtained sufficient information to enable them to understand the law and facts of this
25 case and make an informed decision regarding the proposed settlement and whether it is in the best
26 interests of the class. [Serb Decl., ¶¶ 6, 13.]

27 Using that data, Plaintiff ran various calculations under different theories of liability and
28 estimated Premier's maximum exposure on the class claims at approximately \$2,281,400, including

1 approximately \$75,055 on the off the clock claims, \$52,670 on the regular rate claim, \$661,520 on
2 the meal break claims, \$678,545 on the rest break claims, \$52,670 on the expense reimbursement
3 claims, \$331,950 on the wage statement claims, and \$376,320 on the waiting time penalty claims.
4 [Serb Decl., ¶ 14.] Plaintiff substantially discounted the value of these claims, however, in light of
5 the multiple and considerable risks posed by proceeding with the litigation.

6 First, on the unpaid wage claims, Plaintiff alleged Premier failed to pay employees for all
7 hours worked, particularly because employees frequently were required to work after clocking out
8 if, for example, a truck arrived and needed to be unloaded. Per Plaintiff this resulted in a modest but
9 regular loss of hours worked due this time spent subject to employer control while “off the clock.”
10 Frlekin v. Apple Inc. (2002) 8 Cal.5th 1038, 1047, reh'g denied (May 13, 2020); Morillion v. Royal
11 Packing Co. (2000) 22 Cal.4th 575, 583.) As held by the California Supreme Court, even small
12 amounts of unpaid time can add up over time and accordingly should be accounted and paid for. In
13 response, Defendant emphasized its payroll and timekeeping policies accurately recorded and paid
14 for all hours worked, and that its written policies strictly prohibited off the clock work. Thus, per
15 Defendant, if any off the clock work even occurred it was against intermittent and aberrational and
16 against company policy. Defendant also argued that class certification on this issue would be
17 impossible since it would require innumerable individualized inquiries to determine if any off the
18 clock work occurred and the reasons therefore. [Serb Decl., ¶ 15.]

19 Plaintiff also alleged Defendant failed to pay for overtime pay, sick time pay and break
20 premiums at the employees’ “regular rate of pay” as required under California law. Ferra v. Loews
21 Hollywood Hotel, LLC (2021) 11 Cal.5th 858. Likewise, pursuant to Labor Code § 246(l)(1),
22 “[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular
23 rate of pay for the workweek in which the employee uses paid sick time, whether or not the
24 employee actually works overtime in that workweek.” Here, Class Members received various forms
25 of extra remuneration such as bonuses and other incentive pay and, during pay periods where
26 additional compensation was paid and overtime, sick pay and/or meal period premiums were owed,
27 Plaintiff contends Defendant failed to factor in the non-discretionary remuneration into the regular
28

1 rate of pay and accordingly underpaid Class Members for their overtime, sick pay or break premium
2 pay. [Serb Decl., ¶ 16.]

3 Plaintiff next alleged Premier failed to provide required meal breaks on a fully compliant
4 basis. Here, Plaintiff argued that Defendant's meal break policy was non-compliant for at least part
5 of the class period, until Premier issued a "California supplement" to its regular break policies in
6 and around 2024. Regardless, Plaintiff contends Class Members had to continuously monitor their
7 two-way radios and regularly were called away from breaks to assist with unloading recently arrived
8 trucks even though clocked out for lunch. Plaintiff further noted that, while Premier did apparently
9 pay some meal period premiums, it was only for a small fraction of the violations evident in the
10 time records (and the premiums were underpaid as addressed above). For rest breaks, Plaintiff
11 likewise contended regular "de facto" violations where rest breaks were missed completely or
12 otherwise non-compliant, again largely because Plaintiff and Class Members remained tethered to
13 their radios and "on call" to work at any moment. [Serb Decl., ¶ 17.]

14 Defendant denied Plaintiff's contentions, claiming it made meal and rest breaks available to
15 Class Members in compliance with California law. Defendant contended its meal and rest break
16 policies are lawful, that Class Members were frequently reminded they were required to take all
17 meal and rest breaks and that were able to do so, and that many employees waived their breaks in
18 writing when appropriate. Premier further noted it paid a substantial number of meal premiums, as
19 reflected in the class members' payroll records. Finally, Defendant argued that Plaintiff's meal and
20 rest break claims are not susceptible to common proof, as the claims would require individualized
21 inquiry, including whether there was an unlawful companywide policy, whether employees had the
22 opportunity to take meal and rest periods, whether they voluntarily chose to forego their meal and
23 rest periods, and whether Defendant ever prevented them from taking meal and rest periods.
24 Accordingly, Defendant contends these claims are vulnerable to a ruling that class treatment is not
25 appropriate. [Serb Decl., ¶ 18.]

26 As with meal breaks, Defendant argued the applicable rest break policies complied with
27 California law, and that it authorized and permitted employees to take all required breaks. Further,
28 per Defendant, in light of the fact that it is not required to maintain a record of rest periods, any

1 evidence of failure to authorize rest periods and/or discouragement from taking rest periods would
2 be purely anecdotal and individual issues would predominate on liability. This arguably would once
3 again make a trial unmanageable since each alleged missed rest break would have to be tested on a
4 case by case basis to determine compliance. [Serb Decl., ¶ 19.]

5 On the expense reimbursement claim, Plaintiff alleged that employees were required to use
6 their personal cell phones in order to communicate with supervisors and other employees during
7 work hours. However, Defendant did not reimburse Plaintiff and the Class Members for this
8 expense. Cochran v. Schwan's Home Serv., Inc. (2014) 228 Cal.App.4th 113. On the other hand,
9 Defendant argued there would be no conceivable need for employees to use their phones for work,
10 especially considering they were provided with 2-way radios while on the job, and that any use of
11 employee phones was purely for personal convenience and therefore not reimbursable as a
12 "reasonable and necessary" expense. [Serb Decl., ¶ 20.]

13 Plaintiff also alleged derivatively that, as a result of the above alleged violations, Defendant
14 failed to provide accurate wage statements and failed to timely pay all wages that were due and
15 owing upon separation of employment. Thus, should the primary claims fail, Plaintiff's derivative
16 claims would also fail. Defendant also contends it would not be liable for waiting time penalties
17 because a "good faith dispute" exists over the payment of past wages. Amaral v. Cintas Corp. No.
18 2 (2008) 163 Cal.App.4th 1157, 1201. Further, Defendant contends Plaintiff would have to prove
19 that Defendant "willfully" failed to pay Class Members appropriate wages due upon separation of
20 employment. Defendant contends that any failure to pay wages upon separation was not willful.
21 [Serb Decl., ¶ 21.]

22 As far as potential PAGA liability, the Aggrieved Employees theoretically are entitled to
23 penalties totaling upwards of \$1.8 million should Plaintiff prevail on all claims and establish
24 violations of the multiple Labor Code sections at issue for every single pay period. [Serb Decl.,
25 ¶ 22.] As with the class claims, Plaintiff discounted the potential PAGA penalties since the Court
26 possesses wide discretion to reduce such penalties, or to decline to award penalties at all. Labor
27 Code § 2699(e)(2); Carrington v. Starbucks Corp. (2018) 30 Cal.App.5th 504 (trial court awarded
28 penalties of \$5 per pay period after a bench trial, which decision was upheld on appeal); In re Taco

1 Bell Wage and Hour Actions (E.D. Cal. Apr. 8, 2016) 2016 U.S. Dist. LEXIS 48557 (PAGA
2 penalties denied after trial). Accordingly, the Parties allocated \$20,000 to PAGA penalties, which
3 amount Plaintiff submits is reasonable under the circumstances and in line with comparable
4 settlements in other wage and hour class actions in California. *E.g.*, Van Kempen v. Matheson Tri-
5 Gas, Inc. (N.D. Cal. Aug. 25, 2017) 2017 U.S. Dist. LEXIS 137182 (granting final approval of
6 \$5,000 PAGA penalty from \$370,000 settlement, or 1.4 percent of total settlement); Slavkov v. First
7 Water Heater Partners I (N.D. Cal. July 25, 2017) 2017 U.S. Dist. LEXIS 116303 (finding a \$7,500
8 PAGA payment reasonable when measured against the overall settlement of \$345,000 and the
9 possible weaknesses in Plaintiffs' case, or 2.2 percent of total settlement). Additionally, the LWDA
10 has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in
11 as necessary. Jennings v. Open Door Mktg. Inc. (N.D. Cal. Oct. 3, 2018) 2018 U.S. Dist. LEXIS
12 171356, at *27 (approving settlement with PAGA penalties of 0.6% where "[p]laintiffs [have]
13 submitted the settlement agreement to the LWDA, and the LWDA has not objected to the settlement.

14 The settlement obviates the significant risk that this Court may find any kind of class
15 resolution unachievable or might deny certification of all or some of Plaintiff's claims. Furthermore,
16 even if Plaintiff obtained certification of all or some of the claims, continued litigation would be
17 expensive as the parties pursued merits discovery, a probable motion to decertify, as well as trial
18 and possible appeals, and would substantially delay any recovery by the class with no assurance of
19 recovering significantly more than the proposed settlement. While Plaintiff is confident in the merits
20 of his claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes
21 proving the amount of wages and penalties due each Class Member would be an expensive and
22 uncertain proposition. [Serb Decl., ¶ 23.]

23 Plaintiff and counsel discounted the value of the class claims consistent with the risks
24 discussed above, and carefully weighed the likelihood of the class receiving substantially greater
25 benefit if the litigation continued. Plaintiff and counsel concluded – in light of these very real and
26 substantial risks – settlement on the proposed terms and without prolonged and costly litigation was
27 in the best interests of the class. The overall \$245,000 recovery represents a significant percentage
28 of Defendant's potential exposure and, given the risks addressed above, a total recovery for the class

1 of \$245,000, which will result in average award of \$585.45 per class member, is a significant result
2 well within the range of reasonableness considering all potential outcomes, and it will provide direct
3 monetary awards to all Class Members without further delay. [Serb Decl., ¶ 24.]

4 Importantly, the mere fact that a settlement does not provide the same recovery as might be
5 achieved at trial is not a proper indicator of whether the settlement is fair, reasonable, and adequate.
6 Wershba, 91 Cal.App.4th at 246, 250 (“Compromise is inherent and necessary in the settlement
7 process...even if the relief afforded by the proposed settlement is substantially narrower than it
8 would be if the suits were to be successfully litigated, this is no bar to a class settlement because the
9 public interest may indeed be served by a voluntary settlement in which each side gives ground in
10 the interest of avoiding litigation”); Lane v. Facebook, Inc., 696 F.3d 811, 819 (9th Cir. 2012)
11 (“[T]he question whether a settlement is fundamentally fair . . . is different from the question
12 whether the settlement is perfect in the estimation of the reviewing court”); 7-Eleven Owners for
13 Fair Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135, 1150 (“The fact that a proposed
14 settlement may amount to only a fraction of the potential recovery does not, in and of itself, mean
15 that the proposed settlement is grossly inadequate and should be disapproved”); White v. Experian
16 Information Solutions, Inc. (C.D. Cal. 2011) 803 F.Supp.2d 1086, 1098 (rejecting contention
17 settlement was not fair and reasonable even though it represented 99% discount off the maximum
18 value of the claims). Importantly as well, the proposed settlement is non-reversionary and will
19 provide immediate benefits to the Class Members without a claims process. White, 803 F.Supp.2d
20 at 1098; c.f., Federal Judicial Center, Managing Class Action Litigation: A Pocket Guide for Judges
21 (3d ed. 2010) at 20, available at [http:// www.fjc.gov/sites/default/files/2012/ClassGd3.pdf](http://www.fjc.gov/sites/default/files/2012/ClassGd3.pdf)
22 (reversionary provisions and/or cumbersome claims process may indicate lack of fairness). Plaintiff
23 and his counsel submit the settlement is within the “range of reasonableness,” and is fair and
24 adequate for the Class.

25 **V. PLAINTIFF’S ENHANCEMENT AWARD**

26 Pursuant to the terms of the settlement, Plaintiff Smith seeks a modest incentive award of
27 \$10,000 for his service in bringing these claims on behalf of the Class. The requests are reasonable
28 given the risks he undertook on behalf of the Class Members. By contacting and retaining counsel

1 to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members,
2 while shouldering the risk of being liable for Defendant's litigation costs. Plaintiff also exposed
3 himself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple
4 google search) for the benefit of other employees, placing themselves at risk of discrimination by
5 future prospective employers. As set forth in more detail in their respective declarations submitted
6 at preliminary approval, among taking many other actions assisting in the successful litigation of
7 this case, Plaintiff provided substantial factual information and documents to counsel, attended
8 numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all
9 significant developments. [Declaration of Erik Smith, ¶¶ 2-9 (filed August 20, 2025); Serb Decl., ¶
10 25.] Finally, there are no class member objections submitted with respect to the amount Plaintiff is
11 proposed to receive. [Montanez Decl., ¶ 12.] Accordingly, the requested enhancement payment to
12 Plaintiff is appropriate and justified as part of the settlement. In re Cellphone Fee Termination Cases
13 (2010) 186 Cal. App. 4th 1380, 1393 (“These awards are discretionary...and are intended to
14 compensate class representatives for work done on behalf of the class, to make up for financial or
15 reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness
16 to act as a private attorney general.”);

17 **VI. SETTLEMENT ADMINISTRATION COSTS**

18 The settlement provides for a payment to Simpluris for its services as the Settlement
19 Administrator, and as set forth in the Declaration of Fatima Montanez. Simpluris has performed and
20 will continue to perform its required duties through final distribution of the settlement funds, and
21 incurred \$7,286.00 in fees and expenses. [Montanez Decl., ¶ 19.] Accordingly, Plaintiff requests the
22 Court approve payment of \$7,286.00 to Simpluris from the GSA. [Serb Decl., ¶ 26.]

23 **VII. ATTORNEY’S FEES AND COSTS**

24 **A. The Attorney's Fees Requested Are Fair and Reasonable and Should Be** 25 **Approved**

26 This Court has discretion over the amount of attorneys' fees awarded and court approval
27 is required for Class Counsel's fees. Cal. Rule of Court 3.769; Levy v. Toyota Motor Sales,
28 U.S.A. (1992) 4 Cal.App.4th 807, 813; Lealao v. Beneficial Cal., Inc. (2000) 82 Cal.App.4th

1 19. In defining a reasonable fee, the Court should attempt to mimic the marketplace for cases
2 involving significant contingent risk, such as this one. Deposit Guaranty Nat'l Bank, Jackson,
3 Miss. v. Roper (1980) 445 U.S. 326, 338, rehg. den. 446 U.S. 947; Lealao, 82 Cal.App.4th at
4 49-50 (court should attempt "to award the fee that informed private bargaining, if it were truly
5 possible, might have reached" in determining a reasonable fee, and a fee award should
6 approximate a "range of fees freely negotiated in comparable litigation"). Here, Class
7 Counsel's request for attorney's fees and costs is reasonable and justified by the work
8 performed, the benefits obtained, and the contingent risk assumed. As addressed in detail
9 above, at the time the parties reached the tentative settlement success for Plaintiff and the
10 putative class was far from certain. Plaintiff faced a real risk that some or all the claims would
11 not be certified for class treatment, as Premier had strong arguments that its compensation
12 policies were legal and properly compensated the class members. Even if Plaintiffs certified
13 some or all of the claims and ultimately prevailed on the merits, it undoubtedly would have
14 taken several years to realize any recovery while they pursued class certification, trial, and an
15 almost certain appeal. [Sarb Decl., ¶¶ 15-22.]

16 Nonetheless, Plaintiffs succeeded and expeditiously obtained the relief they set out to
17 obtain, and the settlement provides substantial cash payments to Class Members, with an
18 average award of \$585.45, and with a maximum award of \$2,718.40. Importantly as well, the
19 Class Members have been overwhelmingly supportive of the Settlement – as of the filing of
20 this motion, there are no objections to the settlement and zero individuals have opted out.
21 [Montanez Decl., ¶¶ 11-12.]

22 **B. The Requested Fee Award Is Reasonable and Appropriate**

23 The United States Supreme Court has ruled the parties to a class action properly may
24 negotiate not only the settlement of the action itself but also the payment of attorney's fees.
25 Evans v. Jeff D. (1986) 475 U.S. 717, 734-35, 738, fn. 30.) In Hensley v. Eckerhart (1983)
26 461 U.S. 424, 437, the Supreme Court explained that negotiated, agreed-upon attorney's fee
27 provisions are the ideal towards which the parties should strive: "A request for attorney's fees
28 should not result in a second major litigation. Ideally, of course, litigants will settle the amount

1 of a fee." The United States Supreme Court has reemphasized this policy and further stressed
2 trial courts have "a responsibility to encourage agreement" on fees. Blum v. Stenson (1984)
3 465 U.S. 886, 902 n.19.

4 As part of the Settlement, Premier agreed not to object to an award of no more than 1/3
5 of the GSA for attorney's fees, or \$81,666.67, and up to \$20,000 in reimbursement for litigation
6 costs and expenses (although only \$18,056.24 in costs is requested). Such a fee is
7 commensurate with what the market would provide for similar services and the Court therefore
8 can most certainly enforce the agreement. As California's Court of Appeal has instructed:

9 Given the unique reliance of our legal system on private litigants to enforce substantive
10 provisions of law through class and derivative actions, attorneys providing the essential
11 enforcement services must be provided incentives roughly comparable to those negotiated
12 in the private bargaining that takes place in the legal marketplace, as it will otherwise be
13 economic for defendants to increase injurious behavior.

14 Lealao, 82 Cal.App.4th at 47.

15 Here, the parties did not negotiate the inclusion of attorney's fees until after extensive
16 arms-length bargaining regarding relief to the Class was completed. [Serb Decl., ¶ 26.] The
17 requested fee and cost award was a product of these arms-length negotiations and fairly reflects
18 the marketplace value of the services rendered by Class Counsel in this case. As a result, the
19 fee agreed to by the parties should be approved.

20 **C. Class Counsel's Fees are Justified When Calculated as a Percentage of the**
21 **Common Fund**

22 In approving fee applications, courts typically apply either a percentage-of-recovery
23 method or the lodestar method. Laffitte v. Robert Half Int'l., Inc. (2016) 1 Cal.5th 480, 489;
24 Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 254, disapproved on other
25 grounds, Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260. The California
26 Supreme Court recently recognized the advantages and equities of calculating attorney's fees
27 using the percentage-of-the-common-fund method in another wage-and-hour case:

28 The recognized advantages of the percentage method-including relative ease of
calculation, alignment of incentives between counsel and the class, a better
approximation of market conditions in a contingency case, and the encouragement it

1 provides counsel to seek an early settlement and avoid unnecessarily prolonging the
2 litigation convince us the percentage method is a valuable tool that should not be denied
our trial courts.

3 Laffitte, 1 Cal.5th at 503 (citations omitted).

4 Indeed, both California and federal courts have long recognized an appropriate method
5 for determining the award of attorney's fees is based on a percentage of the total value of
6 benefits afforded to class members by the settlement. Serrano v. Priest (1977) 20 Cal.3d 25,
7 34; Boeing Co. v. Van Gernert (1980) 444 U.S. 472, 478; Vincent v. Hughes Air West, Inc.
8 (9th Cir. 1977) 557 F.2d 759, 769. Awarding a fee based on a percentage of the common fund
9 recovered operates to "spread litigation costs proportionately among all the beneficiaries so that
10 the active beneficiary does not bear the entire burden alone." Vincent, 557 F.2d at 769.

11 In determining a reasonable common fund fee award, courts should also consider the
12 fact that fees serve as an economic incentive for lawyers to bring class action litigation to
13 achieve increased access to the judicial system for meritorious claims and to enhance deterrents
14 to wrongdoing. Conte, Attorney Fee Awards (2d ed. 1993) § 104. Without prosecution on a
15 contingent basis and use of the class action mechanism, the courthouse door would effectively
16 be closed to most class members due to the relatively small size of their individual claims in
17 relation to the enormous time and cost associated with class action litigation.

18 Here, Class Counsel seek a fee award for their successful prosecution and resolution of
19 this action of no more than 1/3 of the total amount recovered by the Class via the lawsuit, or
20 \$81,666.67. The percentage requested is justified for the reasons set forth further below, and
21 comports with fee awards calculated on a percentage-of-the-benefit basis. Indeed, review of
22 class action settlements shows that courts have historically awarded fees in the range of 20 to
23 50 percent, depending upon the circumstances of the case. In re Warner Communications Sec.
24 Litig. (S.D.N.Y. 1985) 618 F.Supp. 735, 749-50 (concluding that percentage fees in common
25 fund cases range from 20 to 50 percent); Newberg, Newberg on Class Actions (3d ed.) § 14.03,
26 pp. 13-14 ("Usually 50% of the fund is the upper limit on a reasonable fee award from a
27 common fund in order to assure that the fees do not consume a disproportionate part of the
28

1 recovery obtained for the class, although somewhat larger percentages are not
2 unprecedented.").

3 **D. A Lodestar Cross-Check Also Supports Class Counsel's Fee Request**

4 To ensure the fairness of an attorney's fee award, courts frequently conduct a lodestar
5 cross check of counsel's fees. "A lodestar cross-check thus provides a mechanism for bringing
6 an objective measure of the work performed into the calculation of a reasonable attorney fee."
7 Laffitte, 1 Cal.5th at 504. Here, Class Counsel spent 131.6 hours of time on this matter, resulting
8 in a modest and very reasonable lodestar of \$106,115.

9 As is fully detailed in the Serb Declaration, Class Counsel's efforts included:
10 (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including
11 legal research, research into similar claims and claims against other employers in the same industry,
12 and attempts to locate and contact other IDS employees; (2) drafting a PAGA notice letter; (3)
13 drafting the initial complaint and related documents; (4) case management, including
14 communications with defense counsel, meeting and conferring/preparing case management
15 statements, etc.; (5) opposing Defendant's motion to compel arbitration; (6) drafting a first amended
16 complaint; (7) propounding initial written discovery, (8) lengthy discussions with defense counsel
17 regarding settlement/mediation and informal discovery needed for meaningful settlement
18 discussions; (9) engaging in substantial informal discovery, including propounding informal
19 discovery "requests" and reviewing documents and other information produced; (10) drafting a
20 mediation brief and accompanying damages model after review and analysis of Defendant's
21 informal discovery production; (11) attending an all-day mediation; (12) negotiating and drafting
22 the settlement agreement and related documents; (13) drafting an amended complaint to effectuate
23 the settlement; (14) drafting the motion for preliminary approval, and attending the hearing; (15)
24 administration of the settlement, including communications with the Settlement Administrator and
25 settlement class members; (16) drafting the motion for final approval and motion for attorney's fees,
26 and attending the final approval hearing; and (17) extensive communications with the Plaintiff
27 regarding case status, case investigation and document review, mediation, and settlement terms.
28 [Serb Decl., ¶ 27, Exh. 2.] Additionally, Class Counsel will incur additional time following final

1 approval to, inter alia, respond to class member inquiries, work with the Settlement Administrator
2 on the distribution of settlement funds, and on the compliance hearing.

3 In pursuing this matter, Class Counsel incurred total attorney's fees of \$106,115, based
4 on 131.6 attorney hours. The lodestar is based on an eminently reasonable number of hours worked
5 to litigate this matter to a successful conclusion, and the requested attorney hourly rates are
6 reasonable and comport with hourly rates charged by other attorneys with similar experience in this
7 practice area in California. [Serb Decl., ¶¶ 28-40.] On a lodestar basis, the fee request of
8 \$81,666.67 is less than the base lodestar and accordingly there is no request for a multiplier.
9 Plaintiff submits, however, this reflects the reasonableness of the fees requested on a percentage
10 basis, which are actually lower than the value of the services rendered when valued via
11 traditional hourly billing.

12 **E. The Award is Supported By 1) the Results Achieved; 2) the Risk, 3) the Skill**
13 **Required, 4) the Contingent Nature of the Fee and 5) Awards in Similar Cases**

14 What has now emerged in most fee award decisions is the recognition that fee
15 determinations in both common fund and statutory fee situations are incapable of mathematical
16 precision because of the intangible factors that must be resolved in the court's discretion based
17 on the circumstances of each particular case. Conte, § 207, p. 44. In determining an appropriate
18 fee in a common fund case, a Court must decide, based on the unique posture of each case,
19 what percentage of the common fund would most reasonably compensate Class Counsel given
20 the nature of the litigation and the performance of counsel. Paul, Johnson, Alston & Hunt v.
21 Grauly (9th Cir. 1989 886 F.2d 268, 272) (the benchmark percentage fee may be adjusted to
22 account for the circumstances involved in a case).

23 Courts apply a five-part test in calculating a reasonable percentage fee in common fund
24 cases: (1) the results achieved; (2) the risk of litigation; (3) the skill required and the quality of
25 work; (4) the contingent nature of the fee and the financial burden carried by the plaintiffs; and
26 (5) awards made in similar cases. Laffitte, 1 Cal.5th at 489.

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1 **1. The Results Achieved.**

2 Class Counsel obtained an excellent result in this case for the Class Members. The
3 Settlement provides real monetary benefits to the Class Members, and the Settlement is
4 particularly advantageous to the Class Member because the proceeds will be distributed shortly
5 as opposed to waiting additional years for a similar, or possibly, less favorable result.
6 Considering many individual claims would be very modest and would not be cost-effective to
7 pursue successfully, the Settlement provided them with fair compensation for their claims.
8 Moreover, the absence of any objection to either the Settlement or the attorney's fee request
9 bolsters the excellent results. Indeed, the approval of the Class is overwhelming as indicated by
10 the fact that not only one class member opted out. Additionally, the settlement amounts to a
11 substantial percentage of the maximum value of the amount the Class might have obtained if it
12 had tried the case and recovered on all theories seeking recovery of wages and penalties. "It is
13 well-settled law that a cash settlement amounting to only a fraction of the potential recovery
14 does not per se render the settlement inadequate or unfair." In re Omnivision Techs., Inc., 559
15 (N.D. Cal. 2008) F.Supp.2d 1036, 1042.

16 **2. Class Counsel Bore Considerable Risk.**

17 At the time of filing the complaint, Class Counsel recognized that they would have to
18 expend a substantial amount of time and advance significant costs to prosecute a statewide
19 class action suit with no guarantee of compensation or reimbursement, in the hope of
20 prevailing against a sophisticated company represented by first-rate attorneys. Despite their
21 belief in the validity of Plaintiff's claims, they also knew they faced substantial risks of class
22 certification and the ability to prove class-wide and individual damages. In light of the highly
23 uncertain nature of this suit, Class Counsel also bore the risk that Premier would dig in and
24 attempt to bury their small firm in work. Given the small size of Class Counsel's firm, not
25 receiving any compensation for several years while simultaneously advancing litigation costs
26 posed considerable risk and difficulty. [Serb Decl., ¶¶ 41-42.]

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28 //

1 **3. The Skill Required and the Quality of Work.**

2 Practice in the narrow area of wage and hour litigation requires skill, knowledge and
3 experience. The issues presented in this case required more than just a general appreciation of
4 wage and hour law and class action procedure. This Settlement was possible only because
5 counsel persuaded Premier that Plaintiff and the putative class had a realistic chance of
6 prevailing on their claims despite Premier's contrary arguments, and that the case would
7 be pursued through class certification and trial if necessary. In successfully navigating
8 these hurdles, Class Counsel displayed appropriate skill while pursuing a risky and difficult
9 case.

10 **4. The Contingent Nature of the Fee and Risk Assumed**

11 There is a substantial difference between the risk assumed by attorneys being paid
12 by the hour and attorneys working on a contingent fee basis. The attorney being paid by
13 the hour can go to the bank with his fee. Powers v. Eichen (9th Cir. 2000) 229 F.3d 1249,
14 1256. The attorney working on a contingent basis can only log hours while working without
15 pay towards a result that will hopefully entitle him to a market fee considering the risk and
16 other factors of the undertaking. Id. at 1257. Otherwise, the contingent fee attorney receives
17 nothing. Id. In this case, Class Counsel subjected themselves to this risk in this all or
18 nothing contingent fee case wherein the necessity and financial burden of private
19 enforcement makes the requested award appropriate.

20 Counsel retained on a contingency fee basis, whether in private matters or in class
21 action litigation, is entitled to a premium beyond their standard, hourly, non-contingent fee
22 schedule to compensate for both the contingent risk assumed and the delay in payment.
23 The simple fact is that despite the most vigorous and competent of efforts, success is never
24 guaranteed. McKittrick v. Gardner (4th Cir. 1967) 378 F.2d 872, 875. Indeed, if counsel is
25 not adequately compensated for the risks inherent in difficult class actions, competent
26 attorneys will be discouraged from prosecuting similar cases. Ketchum v. Moses (2001) 24
27 Cal.4th 1122, 1132-33; Cazares v. Saenz (1989) 208 Cal.App.3d 279, 287.

1 Here, the contingent fee practices of Plaintiff's counsel simply do not accommodate the
2 investment of unnecessary time in a case, and the adverse resolution of any one of several
3 difficult issues present in this matter could have doomed the entire effort. As discussed, the
4 attorney's fees in this case were not only contingent but fairly risky, and there was always a
5 real chance Plaintiff's counsel would receive nothing for any number of reasons. [Serb Decl.,
6 ¶¶ 41-42.] Accordingly, the contingent nature of the fee and the financial burdens on Class
7 Counsel and Plaintiff also support the fee requested.

8 **5. Awards in Other Cases**

9 As discussed, the attorney's fees requested by Class Counsel are within the range of fees
10 awarded in comparable cases, as cross-checked against the lodestar method in light of the
11 contingent risk assumed, the delay in payment, the result achieved, and the overall quality of
12 the representation.

13 **F. Class Counsel's Costs and Expenses are Reasonable**

14 Plaintiff's counsel also requests reimbursement of actual out-of-pocket expenses incurred to
15 prosecute this action. These expenses were incidental and necessary to the effective representation
16 of the employees, and Plaintiff's counsel is permitted to recover litigation costs and expenses under
17 the common fund doctrine and the Settlement Agreement. Serrano, 20 Cal.3d at 35 (common fund
18 doctrine permits recovery of fees and costs from the fund); Rider v. County of San Diego (1992) 11
19 Cal.App.4th 1410, 1424 n.6 (costs are recoverable from the common fund "[o]f necessity, and for
20 precisely the same reasons discussed above with respect to the recovery of attorneys' fees by ...
21 [Plaintiffs'] attorneys"). Plaintiff's counsel also is entitled to recover "those out-of-pocket expenses
22 that would normally be charged to a fee-paying client." Harris v. Marhoefer (9th Cir. 1994) 24 F.3d
23 16, 19.

24 As explained in the Serb Declaration, Class Counsel incurred a total of \$18,056.24,
25 in expenses incurred in connection with this litigation. These expenses include the amounts
26 paid for court filing fees, service of process, expert fees, postage, and mediation fees, all
27 of which are costs normally billed to and paid by the client. These costs were reasonably
28

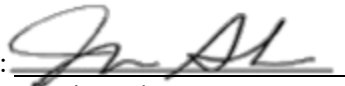
1 incurred in the prosecution of this matter and it is respectfully requested that the Court
2 authorized they be reimbursed in full. [Serb Decl., ¶¶ 43-44.]

3 **VII. CONCLUSION**

4 For all the foregoing reasons, Plaintiff Erik Smith respectfully requests that the Court grant
5 this motion and grant final approval of the proposed class action settlement and approve the payment
6 of PAGA penalties to the State. Plaintiff further requests the Court approve payment of the
7 Settlement Administrator's fees and expenses, approve the requested class representative
8 enhancement payment, approve the award of attorney's fees and costs as requested, and enter
9 judgment in this action. Finally, Plaintiff requests the Court set a compliance hearing regarding
10 settlement compliance for October 2027, or a later date convenient for the Court.

11
12 Dated: July 8, 2026

CROSNER LEGAL, PC

13
14 By: 
15 Jamie Serb, Esq.
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