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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

EDGAR CORRAL, individually and on behalf
of similarly situated individuals and members of
the general public,

Plaintiff,

vs.

PENN ELCOM, INC., a California corporation;
OPTIMUM EMPLOYER SOLUTIONS, LLC.,
a California limited liability corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 30-2023-01363928-CU-OE-CXC

Honorable Melissa R. McCormick
Department CX105

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

Date: October 8, 2026
Time: 2:00 p.m.
Dept: CX105

Complaint Filed: November 17, 2023
FAC Filed: January 12, 2024
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on **October 8, 2026 at 2:00 p.m.** in Department
3 CX105 of the above-captioned Court located at Civil Complex Center, 751 West Santa Ana
4 Boulevard, Santa Ana, California, 92701, pursuant to California Code of Civil Procedure section 382,
5 Rule 3.769 of the California Rules of Court, and California Labor Code section 2699(1), Edgar Corral
6 (“Plaintiff”) will and hereby does move the Court for an Order granting final approval of the proposed
7 class action and Labor Code Private Attorneys General Act of 2004, California Labor Code sections
8 2698, *et seq.* (“PAGA”) settlement between Plaintiff and Defendants Penn Elcom, Inc. and Optimum
9 Employer Solutions, LLC (together, “Defendants”).

10 Plaintiff requests that the Court enter an Order:

- 11 1. Granting final approval of the class action and PAGA settlement;
- 12 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
13 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement, Amendment No.
14 1 to Joint Stipulation of Class Action and PAGA Settlement, and Amendment No. 2 to Joint
15 Stipulation of Class Action and PAGA Settlement (collectively, “Settlement Agreement” or
16 “Settlement”), including payment by Defendant Penn Elcom, Inc. of the Gross Settlement Amount of
17 One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) equal to the amounts to pay (1)
18 the Settlement Class Members and PAGA Employees pursuant to the terms of the Settlement; (2) the
19 Court-approved Attorneys’ Fees and Costs; (3) the Court-approved Enhancement Payment; (4) the
20 Court-approved Settlement Administration Costs; and (5) the Court-approved payment to the
21 California Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA;
- 22 3. Approving Class Counsel’s request for thirty percent (30%) of the Gross Settlement
23 Amount, i.e., Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) in attorneys’ fees, plus
24 reimbursement of actual costs and expenses in the amount of Fifteen Thousand Dollars and Zero Cents
25 (\$15,000.00);
- 26 4. Approving the Enhancement Payment to Plaintiff in the amount of Five Thousand
27 Dollars and Zero Cents (\$5,000.00) in recognition of his services to the Class Members;

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5. Approving the Settlement Administration Costs to Apex Class Action LLC in the amount of Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00); and

6. Approving Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to be paid to the LWDA as seventy-five percent (75%) of the Ten Thousand Dollars and Zero Cents (\$10,000.00) 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 (Alexandra Rose), the Class Representative (Edgar Corral), and the Settlement Administrator (Missy Carey on behalf of Apex Class Action 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: September 15, 2026

BLACKSTONE LAW, APC

By:

Alexandra Rose
Attorneys for Plaintiff Edgar Corral
and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Edgar Corral (“Plaintiff” or “Class Representative”) seeks final approval of the class
4 action settlement reached with Defendants Penn Elcom, Inc. (“Penn Elcom”) and Optimum Employer
5 Solutions, LLC (“Optimum”) (together, “Defendants”). Subject to Court approval, Plaintiff and
6 Defendants (collectively, the “Parties”) have entered into the Joint Stipulation of Class Action and
7 PAGA Settlement (“Original Agreement”), Amendment No. 1 to Joint Stipulation of Class Action and
8 PAGA Settlement (“Amendment No. 1”), and Amendment No. 2 to Joint Stipulation of Class Action
9 and PAGA Settlement (“Amendment No. 2”) (collectively, “Settlement Agreement” or “Settlement”)
10 for a total amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) (“Gross
11 Settlement Amount”). (See Declaration of Alexandra Rose in Support of Plaintiff’s Motion for Final
12 Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment,
13 and Settlement Administration Costs [“Rose Decl.”], ¶ 17 and Exh. 1, Exh. 2, and Exh. 3).

14 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
15 current and former hourly-paid and/or non-exempt employees who worked for Defendant Penn Elcom,
16 Inc. within the State of California at any time during the Class Period” (“Class” or “Class Members”).
17 (Original Agreement, ¶ 6.b; Rose Decl., ¶ 15). The “Class Period” is defined as the period from
18 November 17, 2019 through August 11, 2024¹. (Original Agreement, ¶¶ 6.f and 13; Rose Decl., ¶ 15).
19 The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid
20 Request for Exclusion. (Original Agreement, ¶ 6.oo; Rose Decl., ¶ 15). The “PAGA Employees”
21 consist of “all current and former hourly-paid and/or non-exempt employees who worked for
22 Defendant Penn Elcom, Inc. within the State of California at any time during the PAGA Period.”
23 (Original Agreement, ¶ 6.aa; Rose Decl., ¶ 15). The “PAGA Period” is defined as the period from
24 November 7, 2022 through August 11, 2024. (Original Agreement, ¶¶ 6.cc and 13; Rose Decl., ¶ 15).

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27 ¹ The Parties previously identified August 15, 2024 as the end date for the Class Period and PAGA Period based on Penn
28 Elcom’s estimate of the number of Workweeks implicated by the Escalator Clause. After receiving the Class List, however,
the Settlement Administrator calculated the actual Workweeks and determined that August 11, 2024 is the appropriate end
date for both periods to ensure the total number of Workweeks does not exceed the Escalator Clause threshold. For the
avoidance of doubt, the Class Notice used August 11, 2024 as the end date for the Class Period and PAGA Period.
Accordingly, all Class Members have received notice of the correct end date for both periods

1 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
2 approval under California law because it is fair, adequate, and reasonable. (Rose Decl., Exh. 1, Exh.
3 2, and Exh. 3; *See also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk*
4 *v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1801). The response of the Class to the
5 Settlement confirms that final settlement approval is appropriate. *There have been no objections to*
6 *and no requests to opt-out from the Class Settlement.* (Declaration of Missy Carey on Behalf of Apex
7 Class Action, LLC, Regarding Notice and Settlement Administration [“Carey Decl.”], ¶¶ 12 and 13).

8 Because the Settlement achieves outstanding results for the Settlement Class Members, the
9 PAGA Employees, and the State of California, Plaintiff respectfully requests, on behalf of the Class
10 and without opposition from Defendants, that the Court approve the Settlement as fair, adequate, and
11 reasonable, and enter judgment in accordance with the Settlement’s terms.

12 Plaintiff seeks the Court’s approval of an attorneys’ fee award of thirty percent (30%) of the
13 Gross Settlement Amount, equaling Forty-Five Thousand Dollars and Zero Cents (\$45,000.00), plus
14 reimbursement of actual litigation costs and expenses in the amount of Fifteen Thousand Dollars and
15 Zero Cents (\$15,000.00) (together, “Attorneys’ Fees and Costs”). Class Counsel’s request for an
16 award of attorneys’ fees and costs is reasonable and appropriate in light of the outstanding work
17 performed by Class Counsel in the matter, the contingent nature of this action, and the results achieved
18 under the Settlement. (*See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

19 Plaintiff also requests the Court’s approval of the amount to be paid to Plaintiff in the amount
20 of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Enhancement Payment”) for his services on
21 behalf of the Class. This amount proposed to be awarded to Plaintiff is fair and reasonable for the
22 reasons Plaintiff provided in his declaration. (*See Declaration of Plaintiff Edgar Corral in Support of*
23 *Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs,*
24 *Enhancement Payment, and Settlement Administration Costs* [“Corral Decl.”] filed concurrently
25 herewith). Courts approve incentive awards to plaintiffs when justified and appropriate to compensate
26 plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Richfield Co.*
27 (N.D. Cal. 1995) 901 F. Supp. 294, 299).

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1 Finally, Plaintiff requests that the Court approve the payment of Four Thousand Five Hundred
2 Dollars and Zero Cents (\$4,500.00) (“Settlement Administration Costs”) to Apex Class Action LLC
3 (“Apex” or “Settlement Administrator”) as compensation for its administration services it has and will
4 provide in connection with the Settlement. (*See, generally*, Carey Decl.).

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

10 II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

11 Penn Elcom is a global manufacturer of quality Flight Case and Speaker Cabinet Hardware, as
12 well as 19 Inch Racking solutions. Optimum is a Professional Employer Organization that has
13 partnered with Penn Elcom to provide certain employee administrative services and products,
14 including payroll processing, new employee screening, onboarding, compliance, human resources
15 advice, as well as direct assistance concerning employee benefits. Plaintiff was employed by Penn
16 Elcom as an hourly-paid, non-exempt Warehouse Associate from approximately September 2022 to
17 August 2023. (Corral Decl., ¶ 2).

18 On November 7, 2023, Plaintiff provided written notice to the California Labor and Workforce
19 Development Agency (“LWDA”) by online submission and to Defendants by U.S. Certified Mail,
20 pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor
21 Code alleged to have been violated by Defendants (“PAGA Letter”). (Rose Decl., ¶ 2).

22 On November 17, 2023, Plaintiff filed a Class Action Complaint for Damages in the action
23 entitled *Edgar Corral v. Penn Elcom, Inc., et al.*, Orange County Superior Court Case No. 30-2023-
24 01363928-CU-OE-CXC (“Action”), thereby commencing a putative class action against Defendants.
25 (*Id.*, ¶ 3).

26 On January 12, 2024, Plaintiff filed a First Amended Class and Representative Action
27 Complaint (“Operative Complaint”) in the Action, which added a cause of action under the Private
28 Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”).

1 The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code
2 for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal
3 periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums
4 payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant
5 wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary
6 business expenses, for violations of California Business & Professions Code Section 17200, *et seq.*
7 based on the aforementioned California Labor Code violations, and for civil penalties under PAGA
8 based on the aforementioned California Labor Code violations. (*Id.*, ¶ 4).

9 On September 6, 2024, the Parties participated in a formal mediation conducted by Jason
10 Marsili (“Mediator”), a neutral and respected mediator with extensive experience in complex wage
11 and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to reach
12 an agreement to resolve this dispute on a class and representative basis. (*Id.*, ¶ 5). The Parties then
13 worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (*Ibid.*).

14 On July 16, 2025, the Parties executed the Original Agreement. (*Id.*, ¶ 6 and Exh. 1).

15 On August 13, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and
16 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 7).

17 On October 16, 2025, the Court issued a tentative ruling in which it raised points of inquiry
18 with regards to the Motion for Preliminary Approval. (*Id.*, ¶ 8).

19 On January 23, 2026, the Parties executed Amendment No. 1. (*Id.*, ¶ 9 and Exh. 2).

20 On January 23, 2026, Plaintiff filed supplemental papers in support of the Motion for
21 Preliminary Approval. (*Id.*, ¶ 10).

22 On February 5, 2026, the Court issued a tentative ruling in which it raised further points of
23 inquiry with regards to the Motion for Preliminary Approval. (*Id.*, ¶ 11).

24 On May 13, 2026, the Parties executed Amendment No. 2. (*Id.*, ¶ 12 and Exh. 3).

25 On May 14, 2026, Plaintiff filed supplemental papers in support of the Motion for Preliminary
26 Approval. (*Id.*, ¶ 13).

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1 On June 17, 2026, the Court entered the Order Granting Preliminary Approval of Class Action
2 and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of
3 the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed
4 administration procedures and associated deadlines. (*Id.*, ¶ 14 and Exh. 4).

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

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

12 The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
13 Complaint for a non-reversionary Gross Settlement Amount of One Hundred Fifty Thousand Dollars
14 and Zero Cents (\$150,000.00), which is exclusive of employer-side payroll taxes. (Original
15 Agreement, ¶ 6.q; Rose Decl., ¶ 17). The Gross Settlement Amount includes: (1) Class Counsel’s fees
16 in the amount of thirty percent (30%) of the Gross Settlement Amount, equaling Forty-Five Thousand
17 Dollars and Zero Cents (\$45,000.00); (2) Class Counsel’s actual litigation costs and expenses, in the
18 amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00); (3) Settlement Administration
19 Costs in the amount of Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00); (4)
20 Enhancement Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00); and (5)
21 PAGA Amount in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00). (Original
22 Agreement, ¶¶ 6.q, 9, 10, and 11; Amendment No. 1, ¶ F; Rose Decl., ¶ 17). After the above Court-
23 approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members
24 will share in a Net Settlement Amount of approximately Seventy Thousand Five Hundred Dollars and
25 Zero Cents (\$70,500.00). (Original Agreement, ¶ 6.v; Rose Decl., ¶ 17).

26 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
27 to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor
28 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share

1 of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”). (Original
2 Agreement, ¶¶ 6.t, 6.r, and 14; Rose Decl., ¶ 18). Individual Settlement Shares are calculated by the
3 Settlement Administrator by dividing the Net Settlement Amount by the total number of weeks each
4 Settlement Class Member worked for Defendant Penn Elcom, Inc. as an hourly-paid and/or non-
5 exempt employee in California during the Class Period (“Workweeks”) and multiplying the result by
6 each Settlement Class Member’s Workweeks worked during the Class Period. (Settlement
7 Agreement, ¶¶ 6.pp and 14; Rose Decl., ¶ 18). Individual PAGA Payments are calculated by the
8 Settlement Administrator by dividing the amount of the PAGA Employees’ twenty-five percent (25%)
9 share of the PAGA Amount by the total number of pay periods each PAGA Employee for Defendant
10 Penn Elcom, Inc. as an hourly-paid and/or non-exempt employee in California during the PAGA
11 Period (“PAGA Pay Periods”) and multiplying the result by each PAGA Employee’s PAGA Pay
12 Periods worked during the PAGA Period. (Amendment No. 1, ¶¶ C and 1G; Rose Decl., ¶ 18)

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

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1 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
2 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
3 thereafter, shall be canceled. (Original Agreement, ¶ 34; Rose Decl., ¶ 21). Any funds associated
4 with such canceled checks will be distributed by the Settlement Administrator to the State of
5 California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA
6 Employee. (Original Agreement, ¶ 34; Rose Decl., ¶ 21).

7 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all
8 Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
9 compromised, relinquished, and discharged the Released Parties of any and all claims, debts,
10 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of
11 action which were alleged or which reasonably could have been alleged based on the factual
12 allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or
13 local law, and shall specifically include claims for Defendants' alleged failure to pay minimum wages,
14 alleged failure to pay overtime wages, alleged failure to provide compliant meal periods and premium
15 payments in lieu thereof, alleged failure to provide compliant rest periods and premium payments in
16 lieu thereof, alleged failure to timely pay wages during employment, alleged failure to provide
17 compliant wage statements, alleged failure to timely pay wages upon termination, and alleged failure
18 to reimburse necessary business expenses in violation of California Labor Code Sections 201, 202,
19 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial
20 Welfare Commission Wage Orders, including *inter alia*, Wage Order 1-2001, and all claims for
21 attorneys' fees and costs and statutory interest in connection therewith, California Business and
22 Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory
23 penalties, pertaining to the Class Members (collectively, "Released Class Claims"). (Original
24 Agreement, ¶ 35; Amendment No. 1, ¶ D).

25 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State
26 of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have
27 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
28 Parties of any and all claims arising from any of the factual allegations in the PAGA Letter, arising

1 during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
2 California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related
3 thereto, for Defendants’ alleged failure to pay minimum wages, failure to pay overtime wages, failure
4 to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
5 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
6 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
7 to reimburse necessary business expenses in violation of California Labor Code Sections 201, 202,
8 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial
9 Welfare Commission Wage Orders, including *inter alia*, Wage Order 1-2001 (collectively, “Released
10 PAGA Claims”). (Original Agreement, ¶¶ 6.ii and 36).

11 The “Released Parties” means Defendants and their past, current, and/or future, officers,
12 directors, members, managers, employees, parent companies, shareholders, subsidiaries, predecessors,
13 successors, and assigns. (Amendment No. 1, ¶ E).

14 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

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

17 On June 8, 2026, Apex received the Court approved text for the Notice Packet from Class
18 Counsel. (Carey Decl., ¶ 4).

19 On June 18, 2026, Apex received the class data file from Defendants’ counsel, which contained
20 each Class Member’s full name, Social Security number, last known mailing address, and dates
21 worked for Defendant Penn Elcom, Inc. during the Class Period (collectively, “Class List”). (*Id.*, ¶
22 5). The Class List was uploaded to Apex’s database and checked for duplicates and other possible
23 discrepancies. (*Ibid*).

24 On June 19, 2025, Apex informed Defendant’s Counsel that the maximum Workweeks set
25 forth in Section 13 of the Original Agreement had triggered the Escalator Clause. (*Id.*, ¶ 6). Pursuant
26 to the terms of the Original Agreement, Penn Elcom was provided the option to either increase the
27 Gross Settlement Amount or shorten the Class Period and PAGA Period end dates to ensure that the
28 total number of Workweeks remained within the ten percent (10%) threshold. (*Ibid*). Defendants

1 elected to shorten the Class Period and PAGA Period end dates. (Ibid). As a result, the Class Period
2 and PAGA Period end dates were modified from October 11, 2024, to August 11, 2024, which is the
3 end date that Apex calculated. (Ibid). This reduced the total number of Workweeks to 3,905.29.
4 (Ibid).

5 Accordingly, the Class List contained 32 individuals identified as Class Members who worked
6 3,905.29 Workweeks during the Class Period and 23 individuals identified as PAGA Employees who
7 worked 802 PAGA Pay Periods during the PAGA Period. (*Id.*, ¶¶ 5, 6, and 18).

8 As part of the preparation for mailing, all 32 names and addresses contained in the Class List
9 were then processed against the National Change of Address (“NCOA”) database, maintained by the
10 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses
11 of the Class Members before mailing of the Notice Packet. (*Id.*, ¶ 7). The NCOA contains requested
12 change of addresses filed with the USPS. (Ibid). To the extent that an updated address was found in
13 the NCOA database, the updated address was used for the mailing of the Notice Packet. (Ibid). To
14 the extent that no updated address was found in the NCOA database, the original address provided by
15 Defendants’ Counsel was used for the mailing of the Notice Packet. (Ibid).

16 On June 25, 2026, the Notice Packet was mailed, via U.S. First Class Mail, to all 32 individuals
17 contained in the Class List. (*Id.*, ¶ 8). 4 Notice Packets were returned to Apex as undeliverable. (*Id.*,
18 ¶ 9). Apex performed a computerized skip trace on the 4 returned Notice Packets that did not have a
19 forwarding address in an effort to obtain an updated address for the purpose of re-mailing the Notice
20 Packet, (Ibid). This skip trace effort resulted in obtaining three (3) updated addresses, to which the
21 Notice Packet was promptly re-mailed to those Class Members, via U.S First Class Mail. (Ibid). A
22 total of 1 Notice Packet has been deemed undeliverable as no updated address was found
23 notwithstanding the skip tracing. (*Id.*, ¶ 10)

24 Class Members had sixty (60) calendar days after the Settlement Administrator mailed the
25 Notice Packets to submit a Request for Exclusion, Notice of Objection, and/or Workweeks/PAGA Pay
26 Periods Dispute (“Response Deadline”). (Original Agreement, ¶ 6.11; Amendment No.1, ¶ B). The
27 Response Deadline was August 24, 2026 and the extended Response Deadline was September 8, 2026.
28 (Carey Decl., ¶ 11). The Settlement Administrator did not receive any Requests for Exclusion, Notice
of Objections, and/or Workweeks/PAGA Pay Periods Disputes. (*Id.*, ¶¶ 12-14).

1 The estimated average gross Individual Settlement Share is \$2,203.12, the estimated highest
2 gross Individual Settlement Share is \$4,458.95, and the estimated lowest gross Individual Settlement
3 Share is \$141.89; the estimated average Individual PAGA Payment is \$108.69, the estimated highest
4 Individual PAGA Payment is \$143.39, and the estimated lowest Individual PAGA Payment is \$9.35.
5 (*Id.*, ¶¶ 17 and 19).

6 **V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA**

7 On August 13, 2025, January 23, 2026, and May 13, 2026, Class Counsel submitted copies of
8 the Original Agreement, Amendment No. 1, and Amendment No. 2 to the LWDA through its online
9 submission portal in compliance with California Labor Code § 2699(s)(2). (Rose Decl., ¶ 22). The
10 LWDA has not objected or otherwise responded to the submissions. (*Ibid.*).

11 **VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL**

12 **A. The Legal Standard for Final Approval**

13 Before granting final approval of a class action settlement, the Court must review the
14 settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48
15 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the
16 strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation,
17 the amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
18 the experience and views of counsel, and the reaction of the class members to the proposed settlement.
19 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801
20 ["The list of factors is not exhaustive and should be tailored to each case"]; *Officers for Justice v. Civil*
21 *Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, a presumption of fairness
22 exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and
23 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
24 in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245;
25 *Dunk*, 48 Cal.App.4th at 1802). "The settlement or fairness hearing is not to be turned into a trial or
26 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
27 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty
28 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual

1 settlements.” (*Officers for Justice, supra*, 688 F.2d at 625).

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

3 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
4 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
5 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
6 were at all times made at arm’s-length and were adversarial. (Rose Decl., ¶ 23). The Parties engaged
7 in extensive informal discovery prior to reaching a settlement. (*Id.*, ¶ 24).

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

9 Courts typically assess the status of discovery in determining whether a class action settlement
10 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
11 Defendants produced all of the putative class members’ time and pay records as well as Defendants’
12 relevant wage and hour policies, and information regarding the total number of putative class
13 members, the number of current versus former employees, the total workweeks worked by the putative
14 class members, and the average rate of pay for the putative class members. (Rose Decl., ¶ 24). This
15 allowed Class Counsel to conduct an informed assessment and analysis of the strengths and
16 weaknesses of the claims and the potential class-wide damages. (*Ibid*). Plaintiff’s investigation was
17 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Company* (1996) 48
18 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
19 (“Dunk/Kullar”).

20 Based on the information exchanged, the Parties extensively briefed issues regarding class
21 certification and liability and provided their analyses to the Mediator who helped the Parties debate
22 the strengths and weakness of their respective positions. (Rose Decl., ¶ 25). At all times, Plaintiff
23 was willing and prepared to litigate this matter through class certification and trial if the Parties had
24 been unable to reach a favorable resolution. (*Ibid*). Additionally, settlement negotiations were
25 conducted by highly capable and experienced counsel. (*Ibid*). Class Counsel are respected members
26 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
27 in handling complex wage and hour class action litigation. (*Ibid*). Accordingly, Class Counsel had
28 sufficient information and experience to act intelligently in negotiating the Settlement.

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

9 Here, the reasonableness of the Settlement is underscored by the fact that Defendants have
10 legal and factual grounds for defending the Action. Based upon Class Counsel’s experience litigating
11 similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class
12 certification and the merits of the Action absent a settlement.

13 Class Counsel is aware of Defendants’ defenses and arguments and has also taken into account
14 the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
15 such litigation, including those involved in class and/or representative adjudication. (Rose Decl., ¶
16 27). Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims
17 asserted in the Action, Defendants’ defenses, and the difficulties in establishing entitlement to
18 monetary recovery. (Ibid). Plaintiff has also considered the Parties’ settlement discussions, as well
19 as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and
20 employment matters. (Ibid).

21 Defendants denied and continue to deny any liability and wrongdoing of any kind associated
22 with the claims alleged in the Action, and further deny that class certification is appropriate for any
23 purpose other than the Settlement. (*Id.*, ¶ 28). Defendants believe that they would ultimately prevail
24 in the Action. (Ibid). Defendants proffered defenses to both certification and to the merits of
25 Plaintiff’s claims. (Ibid). Defendants contended that Plaintiff’s claims are not suitable for class
26 certification because individual issues would predominate should this case go to trial. (Ibid). As with
27 all class actions, these complex cases raise difficult management and proof issues and, accordingly,
28 there is a significant risk that the Court may deny class certification. (Ibid).

1 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
2 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
3 uncertain proposition. (*Id.*, ¶ 29). In order to prove liability and damages, Class Counsel would need
4 to request and analyze thousands of pages of documents, obtain the Class Members' contact
5 information, contact them, and obtain declarations at great expense. (*Ibid.*). Obtaining the cooperation
6 of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
7 against a current employer. (*Ibid.*). On the other hand, Defendants would likely be able to obtain the
8 cooperation of their employees. (*Ibid.*). Moreover, even if Plaintiff prevailed at class certification and
9 trial, possible appeals would substantially delay any recovery by the Class. (*Ibid.*).

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

13 **VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**
14 **AND SHOULD BE APPROVED**

15 Class Counsel seeks thirty percent (30%) of the Gross Settlement Amount (i.e., \$45,000.00)
16 for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling
17 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) incurred in the prosecution of the Action.
18 (Rose Decl., ¶ 31). The requested fees and costs are fair compensation for undertaking complex, risky,
19 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
20 substantial benefits achieved by Class Counsel for the Class Members. (*Ibid.*).

21 **A. Plaintiff's Fee Request of Thirty Percent (30%) of the Gross Settlement**
22 **Amount is Proper Under the Common Fund Doctrine**

23 Courts have long recognized the "common fund" or "common benefit" doctrine, under which
24 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
25 costs to be paid out of the fund. (*See Serrano v. Priest* ("Serrano III") (1977) 20 Cal.3d 25, 34,
26 quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees'*
27 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1975)
28 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*

1 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

2 The California Supreme Court has held that, “when a number of persons are entitled in
3 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
4 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees
5 out of the fund.” (*Serrano III*, *supra*, 20 Cal.3d at 34, quoting *D’Amico*, 11 Cal.3d 1; *see also Boeing*,
6 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than
7 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills*, *supra*,
8 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
9 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
10 explains the common fund doctrine as follows:

11 Where the lawsuit results in the recovery of a fund or property benefiting
12 others as well as plaintiff (e.g., a class action), the court has inherent
13 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.

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

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

22 Whatever doubts may have been created by *Serrano III*, *supra*, 20 Cal.3d 25, [], or the
23 Court of Appeal cases that followed, we clarify today that use of the percentage method
24 to calculate a fee in a common fund case, where the award serves to spread the attorney
25 fee among all the beneficiaries of the fund, does not in itself constitute an abuse of
26 discretion. We join the overwhelming majority of federal and state courts in holding
27 that when class action litigation established a monetary fund for the benefit of the class
28 members, and the trial court in its equitable powers awards class counsel a fee out of
that fund, the court may determine the amount of a reasonable fee by choosing an
appropriate percentage of the fund created. The recognized advantages of the percentage
method - including relative ease of calculation, alignment of incentives between counsel
and the class, a better approximation of market conditions in a contingency case, and
the encouragement it provides counsel to seek an early settlement and avoid
unnecessarily prolonging the litigation [] convince us the percentage method is a

valuable tool that should not be denied our trial courts.
(*Laffitte*, 1 Cal.5th at 503).

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

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); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556, 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property in an inverse condemnation action)).

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*, 1 Cal.5th at 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; see e.g., *In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79 (approving attorney’s fee of 33%)).

1 A fee of thirty percent (30%) of the Gross Settlement Amount (i.e., \$45,000.00) is easily within
2 the range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to
3 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F. Supp. at
4 1378). According to Professor Newberg: “No general rule can be articulated on what is a reasonable
5 percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a reasonable fee
6 award from a common fund, in order to assure that fees do not consume a disproportionate part of the
7 recovery obtained for the class, though somewhat larger percentages are not unprecedented.”
8 (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel’s requested fee is reasonable and falls
9 well within the historical range of attorney’s fee awards under the common fund theory. Based on
10 Class Counsel’s showing of reasonableness, the Court should approve the requested fees pursuant to
11 the common fund approach.

12 **B. The Circumstances of this Case Support a Thirty Percent (30%) Fee**
13 **Award**

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

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

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

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

25 From the outset of the Action to the present, prosecution of this matter has involved significant
26 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
27 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
28 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 Defendants’ opposition,
there was no assurance that Plaintiff would succeed at trial. (Rose Decl., ¶¶ 26-29). Despite such

1 challenges, Class Counsel was able to persuade Defendants to pay \$150,000.00 to settle the Class
2 Members' claims.

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

4 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
5 including litigation involving the legal issues in this matter. (Rose Decl., ¶¶ 34 and 35). Class
6 Counsel's skill in developing a factual record and convincing Defendants of their litigation exposure
7 under California law was essential to achieving the Settlement. Through its skill and reputation, Class
8 Counsel was able to obtain a settlement that provides an outstanding result for Class Members. (*See*
9 *generally* Rose Decl.).

10 **E. The Results Achieved**

11 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
12 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
13 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
14 which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class
15 Members will be paid, on average, approximately \$2,203.12 each, which is intended to compensate
16 them for the alleged wage and hour violations they suffered during their employment. (Rose Decl., ¶
17 19). This is a significant benefit for the Settlement Class Members here as it represents a recovery for
18 highly disputed claims. Equally important is the fact that the State of California will receive \$7,500.00
19 for enforcement of labor laws and education of employers. (*Id.*, ¶ 42).

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

26 **F. Preclusion of Other Employment**

27 As California law recognizes, Class Counsel's commitment to this litigation should not be
28 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. (Rose Decl., ¶ 33).

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

Fee calculations under the lodestar method would result in a similar award, demonstrating the fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel's hourly rates are summarized in the Rose Decl. at ¶¶ 34-35.

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. (Rose Decl., ¶ 35). 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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1 Class Counsel has spent approximately 133 total hours litigating these claims to date.² (Rose
2 Decl., ¶ 35). Class Counsel expects to spend another 10 hours in connection with the final approval
3 process (including preparing for and attending the Final Approval Hearing, and managing the
4 Settlement through its conclusion, including anticipated communications with defense counsel, the
5 Settlement Administrator, our client, and Class Members). (*Id.*, ¶ 36). In addition to time spent during
6 litigation, reasonable hours also include the time spent before the Action was filed, including time
7 spent interviewing the client, investigating the facts and the law, preparing the initial pleadings, as
8 well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award
9 should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982)
10 32 Cal .3d 621, 639 ("*Serrano IV*"). Based on the rates of Class Counsel, the total fees incurred to
11 date are \$121,208. (Rose Decl., ¶ 35). By the conclusion of this matter, the total fees are estimated
12 to be approximately \$126,708. (*Id.*, ¶ 36).

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
3 clearly disclosed to each Class Member in the Court-approved Class Notice. (Rose Decl., ¶ 39; *See*
4 *also*, Carey Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to the
5 request for attorneys' fees. (Carey Decl., ¶ 13). It is fair to conclude that the Class approves of/does
6 not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's request for
7 thirty percent (30%) of the Gross Settlement Amount, equaling Forty-Five Thousand Dollars and Zero
8 Cents (\$45,000.00), should be granted.

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

10 Class Counsel seeks reimbursement of a total amount of Fifteen Thousand Dollars and Zero
11 Cents (\$15,000.00) in costs and expenses in this matter, which includes reasonable future costs for
12 filing the Motion. (Rose Decl., ¶ 38 and Exh. 7). All costs and expenses were reasonably incurred in
13 prosecution of this matter.

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

16 The named Plaintiff should be awarded an Enhancement Payment in the amount of Five
17 Thousand Dollars and Zero Cents (\$5,000.00) for his services as the Class Representative and the risks
18 in connection with that role. (Rose Decl., ¶ 40). Enhancement awards in wage and hour cases typically
19 range from \$5,000.00 to \$20,000.00, although some awards are higher. (*Ibid*). Often, multiple class
20 representatives receive awards in the above range. (*See e.g., Munoz v. BCI Coca-Cola Bottling Co. of*
21 *Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of \$10,000.00 per
22 named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Thornton*
23 *v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) ["We also think there is something to
24 be said for rewarding those drivers who protect and help to bring rights to a group of employees who
25 have been the victims of discrimination."]). Here, the requested Enhancement Payment is modest,
26 reasonable, and should be approved.

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28 ///

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

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

16 In sum, Plaintiff has performed considerable services on behalf of the Class during the
17 litigation. (*See, generally, Corral Decl.*). Class Counsel cannot understate the importance of the role
18 of an employee who is willing to search out an attorney and step forward to assume the risk of litigation
19 and retaliation in order to represent a class and put the interests of the class before their own interests.
20 Plaintiff has understood that this is a class action where he is serving as the Class Representative and
21 must protect the Class Members' interests. (*Id., ¶ 10*). Plaintiff was the catalyst to the benefit reached
22 for the Class Members, and has actively protected the Class Members' interests during the pendency
23 of this matter and will continue to do so even if the case was required to go to trial. (*Ibid.*).

24 In contrast, without having to take on any of the risk incurred by Plaintiff or time spent by
25 Plaintiff in litigating this matter, Settlement Class Members will automatically be issued a payment
26 for their claims. It appears that the Settlement Class Members recognize this enhancement was
27 justified because since the time the Class received notice of the requested Enhancement Payment, no
28 one has objected to the request. Thus, the Enhancement Payment to Plaintiff is warranted to

1 compensate him for his time and effort, the fear and stress associated with assuming the responsibility
2 of serving as the Class Representative, and the concrete risks he assumed as the Class Representative.

3 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
4 **REASONABLE**

5 The Court approved Settlement Administration Costs not to exceed Four Thousand Five
6 Hundred Dollars and Zero Cents (\$4,500.00). (Rose Decl., ¶ 41). Apex Class Action LLC is the
7 approved Settlement Administrator. (Ibid). It is an experienced class administrator and has adequately
8 performed the administration tasks required by the Preliminary Approval Order. Apex's *actual* costs
9 to administer the Settlement are indeed Four Thousand Five Hundred Dollars and Zero Cents
10 (\$4,500.00). (Carey Decl., ¶ 21 and Exh. B). Based thereon, the requested costs should be approved.

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

12 Pursuant to California Labor Code Section 2699(s)(2), the Superior Court shall review and
13 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
14 § 2699(s)(2)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
15 should be approved. As part of the Settlement, Defendants have agreed to pay Ten Thousand Dollars
16 and Zero Cents (\$10,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA,
17 of which the payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (75% of
18 the PAGA Amount) will be paid to the LWDA for education and enforcement purposes. (Rose Decl.,
19 ¶ 42).

20 It is extremely common in approved wage and hour class action cases that settle that only a
21 small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to
22 class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
23 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
24 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
25 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
26 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
27 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
28 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. (Rose Decl., ¶ 43).

XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE

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

The Class Notice approved by the Court met these requirements: it identified the Parties and described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. (Rose Decl., ¶ 44; see also Carey Decl., Exh. A 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

1 when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class
2 Notice provided the date for the hearing on final approval of the Settlement and informed Class
3 Members how to obtain additional information about the Settlement. (Ibid).

4 **XII. CONCLUSION**

5 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
6 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
7 attorneys' fees to Class Counsel of \$45,000.00; (2) the requested reimbursement of actual costs and
8 expenses to Class Counsel of \$15,000.00; (3) the requested Enhancement Payment to Plaintiff of
9 \$5,000.00; and (4) the requested Settlement Administration Costs to the Settlement Administrator of
10 \$4,500.00; and permit the filing of a memorandum that exceeds the page limit.

11 Respectfully submitted,

12 Dated: September 15, 2026

BLACKSTONE LAW, APC

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14 By: 
15 Alexandra Rose
16 Attorneys for Plaintiff Edgar Corral
17 and the Class
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