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

ELIZABETH CHAVEZ; LEONARD MOORE,
individually and on behalf of others similarly
situated and aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

TRUEPILL, INC., a Delaware corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 23CV047001

Honorable Patrick McKinney
Department 18

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

Reservation ID: A-47001-001
Date: May 6, 2026
Time: 1:30 p.m.
Dept: 18

Complaint Filed: October 10, 2023
FAC Filed: October 20, 2025
Trial Date: Not Set

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

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

2 **PLEASE TAKE NOTICE THAT** on **May 6, 2026 at 1:30 p.m.** in Department 18 of the
3 above-captioned Court located at Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland,
4 California 94612, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the
5 California Rules of Court, and California Labor Code section 2699(l), Leonard Moore (“Plaintiff”)
6 will and hereby does move the Court for an Order granting final approval of the proposed class action
7 and Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*
8 (“PAGA”) settlement between Plaintiff and Defendant Truepill, Inc. (“Defendant”).

9 Plaintiff requests that the Court enter an Order:

- 10 1. Granting final approval of the class action and PAGA settlement;
- 11 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
12 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement and Release
13 (“Settlement Agreement” or “Settlement”), including payment by Defendant of the Gross Settlement
14 Amount of One Million Four Hundred Thousand Dollars and Zero Cents (\$1,400,000.00) equal to the
15 amounts to pay (1) the Participating Class Members and Aggrieved Employees pursuant to the terms
16 of the Settlement; (2) the Court-approved Class Counsel Fees Payment and Class Counsel Litigation
17 Expenses Payment; (3) the Court-approved Class Representative Service Payment; (4) the Court-
18 approved Administration Expenses Payment; and (5) the Court-approved payment to the California
19 Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA;
- 20 3. Approving Class Counsel’s request for one-third (1/3) of the Gross Settlement Amount,
21 i.e., Four Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
22 (\$466,666.67) in attorneys’ fees, plus reimbursement of actual costs and expenses in the amount of
23 Thirty Thousand Dollars and Zero Cents (\$30,000.00);
- 24 4. Approving the Class Representative Service Payment to Plaintiff in the amount of
25 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) in recognition of his services to
26 the Class Members;
- 27 5. Approving the Administration Expenses Payment to ILYM Group, Inc. in the amount
28 of Twelve Thousand Dollars and Zero Cents (\$12,000.00); and

6. Approving Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) to be paid to the LWDA as seventy-five percent (75%) of the One Hundred Thousand Dollars and Zero Cents (\$100,000.00) 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 (Leonard Moore), and the Administrator (Garvin Brown on behalf of ILYM Group, Inc.), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: April 9, 2026

BLACKSTONE LAW, APC

By:

Alexandra Rose
Attorneys for Plaintiff Leonard Moore
and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Leonard Moore (“Plaintiff” or “Class Representative”) seeks final approval of the
4 class action settlement reached with Defendant Truepill, Inc. (“Defendant”). Subject to Court
5 approval, Plaintiff and Defendant (together, the “Parties”) have settled the Released Class Claims and
6 Released PAGA Claims as defined in the Joint Stipulation of Class and PAGA Settlement Agreement
7 and Release (“Settlement Agreement” or “Settlement”) for a total amount of One Million Four
8 Hundred Thousand Dollars and Zero Cents (\$1,400,000.00) (“Gross Settlement Amount”). (See
9 Declaration of Alexandra Rose in Support of Plaintiff’s Motion for Final Approval of Class Action
10 and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
11 Class Representative Service Payment, and Administration Expenses Payment [“Rose Decl.”], ¶ 21,
12 Exh. 1).

13 The Court conditionally certified, for settlement purposes only, the Class defined as: “All non-
14 exempt, hourly-paid employees who worked for Defendant in California during the Class Period”
15 (“Class” or “Class Members”). (Settlement Agreement, ¶ 1.6; Rose Decl., ¶ 19). The “Class Period”
16 is defined as the period from October 10, 2019 through March 1, 2025. (Settlement Agreement, ¶
17 1.12; Rose Decl., ¶ 19). The “Participating Class Members” consist of all Class Members who did not
18 submit a valid and timely Request for Exclusion. (Settlement Agreement, ¶ 1.33; Rose Decl., ¶ 19).
19 The “Aggrieved Employees” consist of “all non-exempt, hourly-paid employees who worked for
20 Defendant in California during the PAGA Period.” (Settlement Agreement, ¶ 1.5; Rose Decl., ¶ 19).
21 The “PAGA Period” is defined as the period from September 8, 2022 through March 1, 2025.
22 (Settlement Agreement, ¶ 1.29; Rose Decl., ¶ 19).

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

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

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

6 Plaintiff seeks the Court’s approval of an attorneys’ fee award of one-third (1/3) of the Gross
7 Settlement Amount, equaling Four Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and
8 Sixty-Seven Cents (\$466,666.67) (“Class Counsel Fees Payment”), plus reimbursement of actual
9 litigation costs and expenses in the amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00)
10 (“Class Counsel Litigation Expenses Payment”). Class Counsel’s request for an award of attorneys’
11 fees and costs is reasonable and appropriate in light of the outstanding work performed by Class
12 Counsel in the matter, the contingent nature of this action, and the results achieved under the
13 Settlement. (*See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

14 Plaintiff also requests the Court’s approval of the amount to be paid to Plaintiff in the amount
15 of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Class Representative Service
16 Payment”) for his services on behalf of the Class. This amount proposed to be awarded to Plaintiff is
17 fair and reasonable for the reasons Plaintiff provided in his declaration. (*See Declaration of Plaintiff*
18 *Leonard Moore in Support of Motion for Final Approval of Class Action and PAGA Settlement, Class*
19 *Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service*
20 *Payment, and Administration Expenses Payment* [“Moore Decl.”] filed concurrently herewith).
21 Courts approve incentive awards to plaintiffs when justified and appropriate to compensate plaintiffs
22 for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Richfield Co.* (N.D. Cal.
23 1995) 901 F. Supp. 294, 299).

24 Finally, Plaintiff requests that the Court approve the payment of Twelve Thousand Dollars and
25 Zero Cents (\$12,000.00) (“Administration Expenses Payment”) to ILYM Group, Inc. (“ILYM” or
26 “Administrator”) as compensation for its administration services it has and will provide in connection
27 with the Settlement. (*See, generally, ILYM Decl.*).

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1 In order to efficiently present the Court with adequate information to determine whether to
2 grant final approval of the Settlement and award the Class Counsel Fees Payment, Class Counsel
3 Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses
4 Payment, Plaintiff also moves for an order permitting the filing of this single consolidated
5 memorandum, although it exceeds the page limit established by California Rules of Court, Rule
6 3.1113(d), instead of filing several separate motions.

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

8 Defendant operates a nationwide network of mail order and specialty pharmacies. Plaintiff
9 was employed by Defendant as an hourly-paid, non-exempt Technician from approximately January
10 2022 to approximately January 2023. (Moore Decl., ¶ 2).

11 On September 8, 2023, former plaintiff Elizabeth Chavez (“Former Plaintiff”) provided written
12 notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to
13 California Labor Code Section 2699.3, of the specified provisions of the California Labor Code
14 alleged to have been violated by Defendant. (Rose Decl., ¶ 2).

15 On October 10, 2023, Former Plaintiff filed a Class Action Complaint for Damages against
16 Defendant and former defendant Beacon Hill Staffing Group LLC in the action entitled *Elizabeth*
17 *Chavez v. Beacon Hill Staffing Group LLC, et al.*, Alameda County Superior Court, Case No.
18 23CV047001 (“Action”). (*Id.*, ¶ 3).

19 On November 14, 2023, Former Plaintiff filed a Complaint for Enforcement Action Under the
20 Private Attorneys General Act, Cal. Labor Code 2698 *Et Seq.* against Defendant and former defendant
21 Beacon Hill Staffing Group LLC in the action entitled *Elizabeth Chavez v. Beacon Hill Staffing Group*
22 *LLC, et al.*, Alameda County Superior Court, Case No. 23CV051247 (“Chavez PAGA Action”)
23 alleging one cause of action under the California Labor Code Private Attorney General Act of 2004
24 (“PAGA”). (*Id.*, ¶ 4).

25 On December 18, 2023, former defendant Beacon Hill Staffing Group LLC propounded
26 written formal discovery onto Former Plaintiff (specifically, Special Interrogatories (Set One) and
27 Request for Production of Documents (Set One)) in the Action. (*Id.*, ¶ 5).

28 ///

1 On January 25, 2024, Plaintiff provided written notice to the LWDA by online submission and
2 to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific
3 provisions of the California Labor Code alleged to have been violated by Defendant. (Rose Decl., ¶
4 6).

5 On January 30, 2024, former defendant Beacon Hill Staffing Group LLC propounded written
6 formal discovery onto Former Plaintiff (specifically, Special Interrogatories (Set One) and Request
7 for Production of Documents (Set One)) in the Chavez PAGA Action. (*Id.*, ¶ 7).

8 On March 12, 2024, pursuant to the request of Former Plaintiff, former defendant Beacon Hill
9 Staffing Group LLC was dismissed from the Chavez PAGA Action without prejudice. (*Id.*, ¶ 8).

10 On March 20, 2024, pursuant to the request of Former Plaintiff, former defendant Beacon Hill
11 Staffing Group LLC was dismissed from the Action without prejudice. (*Id.*, ¶ 9).

12 On April 3, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private
13 Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* against Defendant in the action entitled
14 *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 24CV070208 (“Moore
15 PAGA Action”) alleging one cause of action under PAGA. (*Id.*, ¶ 10).

16 On November 11, 2024, the Parties participated in a formal mediation conducted by Steven J.
17 Rottman, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex
18 wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to
19 reach an agreement to resolve the Action, Chavez PAGA Action, and Moore PAGA Action on a class
20 and representative basis. (*Id.*, ¶ 11). The Parties then worked diligently to negotiate and memorialize
21 the terms in a long form settlement agreement. (*Ibid.*).

22 On September 30, 2025, Plaintiff provided an amended written notice to the LWDA by online
23 submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section
24 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by
25 Defendant. (*Id.*, ¶ 12).

26 On October 20, 2025, Plaintiff filed a First Amended Class and Representative Action
27 Complaint (“Operative Complaint”) in the Action, which substituted Plaintiff as the named plaintiff
28 in place of Former Plaintiff, and added a cause of action under PAGA with the applicable period dating

1 back to Former Plaintiff's PAGA claims. (*Id.*, ¶ 13). The Operative Complaint alleges ten (10) causes
2 of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay
3 overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof,
4 failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay
5 wages during employment, failure to provide accurate wage statements, failure to timely pay wages
6 upon termination, and failure to reimburse necessary business expenses, for violations of California
7 Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor
8 Code violations, and for civil penalties under PAGA based on the aforementioned California Labor
9 Code violations. (*Ibid*).

10 On October 21, 2025, pursuant to the request of Former Plaintiff, the Chavez PAGA Action
11 was dismissed without prejudice. (*Id.*, ¶ 14).

12 On October 21, 2025, pursuant to the request of Plaintiff, the Moore PAGA Action was
13 dismissed without prejudice. (*Id.*, ¶ 15).

14 On October 22, 2025, pursuant to the request of Former Plaintiff, Former Plaintiff's individual
15 claims were dismissed from the Action without prejudice. (*Id.*, ¶ 16).

16 On November 10, 2025, the Parties executed the Settlement Agreement. (*Id.*, ¶ 17 and Exh.
17 1).

18 On November 14, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and
19 PAGA Settlement ("Motion for Preliminary Approval") and supporting documents. (*Id.*, ¶ 18). On
20 December 17, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and
21 PAGA Settlement ("Preliminary Approval Order"), thereby preliminary approving the terms of the
22 Settlement Agreement, the Court Approved Notice of Class Action Settlement and Hearing Date for
23 Final Court Approval ("Class Notice"), and the proposed administration procedures and associated
24 deadlines. (*Id.*, ¶ 18 and Exh. 2).

25 The Parties agree that the Class described herein may be certified for settlement purposes only.
26 If for any reason the Settlement is not approved, the certification will have no force or effect and will
27 immediately be revoked. The Parties further agree that certification for purposes of approving the
28 Settlement Agreement is in no way an admission that class certification is proper under the more

1 stringent standard applied for litigation and that evidence of this limited stipulation for settlement
2 purposes only will not be admissible for any purpose in this or any other proceeding.

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

4 The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
5 Complaint for a non-reversionary Gross Settlement Amount of One Million Four Hundred Thousand
6 Dollars and Zero Cents (\$1,400,000), which is exclusive of employer-side payroll taxes. (Settlement
7 Agreement, ¶ 1.21; Rose Decl., ¶ 21). The Gross Settlement Amount includes: (1) Class Counsel’s
8 fees in the amount of one-third (1/3) of the Gross Settlement Amount, equaling Four Hundred Sixty-
9 Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$466,666.67); (2) Class
10 Counsel’s actual litigation costs and expenses, in the amount of Thirty Thousand Dollars and Zero
11 Cents (\$30,000.00); (3) Administration Expenses Payment in the amount of Twelve Thousand Dollars
12 and Zero Cents (\$12,000.00); (4) Class Representative Service Payment in the amount of Seven
13 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); and (5) PAGA Penalties in the amount
14 of One Hundred Thousand Dollars and Zero Cents (\$100,000.00). (Settlement Agreement, ¶¶ 1.21,
15 3.1, 3.2.1–3.2.3, and 3.2.4.3; Rose Decl., ¶ 21). After the above Court-approved amounts are deducted
16 from the Gross Settlement Amount, the Participating Class Members will share in a Net Settlement
17 Amount of approximately Seven Hundred Eighty-Three Thousand Eight Hundred Thirty-Three
18 Dollars and Thirty-Three Cents (\$783,833.33). (Settlement Agreement, ¶ 1.26; Rose Decl., ¶ 21).

19 The Settlement does not require Participating Class Members to submit claims as a prerequisite
20 to receiving their *pro rata* share of the Net Settlement Amount (“Individual Class Payment”) nor does
21 it require Aggrieved Employees to submit claims as a prerequisite to receiving their *pro rata* share of
22 twenty-five percent (25%) of the PAGA Penalties (“Individual PAGA Payment”). (Settlement
23 Agreement, ¶¶ 1.22 and 1.23; Rose Decl., ¶ 22). Individual Class Payments are calculated by the
24 Administrator by dividing the Net Settlement Amount by the total number of weeks worked by all
25 Participating Class Members for Defendant for at least one shift during the Class Period
26 (“Workweeks”) and multiplying the result by each Participating Class Member’s Workweeks worked
27 during the Class Period. (Settlement Agreement, ¶¶ 1.42 and 3.2.4; Rose Decl., ¶ 22). Individual
28 PAGA Payments are calculated by the Administrator by dividing the amount of the Aggrieved

1 Employees' 25% share of the PAGA Penalties (\$25,000.00) by the total number of pay periods worked
2 by all Aggrieved Employees for Defendant for at least one shift during the PAGA Period ("PAGA Pay
3 Periods") and multiplying the result by each Aggrieved Employee's PAGA Pay Periods worked during
4 the PAGA Period. (Settlement Agreement, ¶¶ 1.28 and 3.2.4.4; Rose Decl., ¶ 22)

5 Each Individual Class Payment will be allocated as ten percent (10%) wages (the "Wage
6 Portion(s)") and ninety percent (90%) interest and penalties (the "Non-Wage Portion(s)").
7 (Settlement Agreement, ¶ 3.2.4.1; Rose Decl., ¶ 24). The Wage Portions will be reported on an IRS
8 Form W-2 and the Non-Wage Portions will be reported on an IRS Form 1099 (if applicable) by the
9 Administrator. (Settlement Agreement, ¶ 3.2.4.1; Rose Decl., ¶ 24). The Administrator will withhold
10 the employee's share of taxes and withholdings with respect to the Wage Portion of the Individual
11 Class Payments, and issue checks to Participating Class Members for their net payment of their
12 Individual Class Payment. (Settlement Agreement, ¶¶ 3.2.4.1; Rose Decl., ¶ 24). The employer's
13 share of taxes and contributions in connection with the Wage Portion of Individual Class Payments
14 will be paid by Defendant separately and in addition to the Gross Settlement Amount. (Settlement
15 Agreement, ¶ 3.1; Rose Decl., ¶ 24). Each Individual PAGA Payment will be allocated as one hundred
16 percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the
17 Administrator. (Settlement Agreement, ¶¶ 3.2.4.4 and 3.2.4.5; Rose Decl., ¶ 24).

18 Each Individual Class Payment and Individual PAGA Payment check will be valid and
19 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
20 thereafter, shall be canceled. (Settlement Agreement, ¶ 4.4.1; Rose Decl., ¶ 25). Any funds associated
21 with such canceled checks will be distributed by the Administrator to East Bay Community Law
22 Center consistent with Code of Civil Procedure section 384, subdivision (b). (Settlement Agreement,
23 ¶ 4.4.3; Rose Decl., ¶ 25).

24 As of the full funding of the Gross Settlement Amount and Effective Date, all Participating
25 Class Members, on behalf of themselves and their respective former and present representatives,
26 agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all
27 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
28 Operative Complaint, arising during the Class Period, including any and all claims that Defendant

1 failed to pay all wages due, including minimum wages and overtime, including, but not limited to, at
2 the regular rate or wages owed from rounding; failed to provide meal and rest periods; failed to pay
3 meal and rest period premiums, including at the regular rate of pay; failed to furnish accurate itemized
4 wage statements; failed to timely pay all wages due during employment and upon termination; and
5 failed to reimburse necessary business expenses. (collectively, “Released Class Claims”). (Settlement
6 Agreement, ¶¶ 1.37, 5, and 5.2). The Released Class Claims include claims for statutory penalties,
7 attorneys’ fees and costs, statutory interest, or other relief in connection therewith brought under
8 California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 1194, 1197,
9 1197.1, 1198, 2800, and 2802, California Business and Professions Code sections 17200, *et seq.*, and
10 the applicable Industrial Welfare Commission Wage Orders. (*Id.*, ¶ 5.2). Except for the Released
11 PAGA Claims, Participating Class Members do not release any other claims, including claims for
12 vested benefits, wrongful termination, violation of the Fair and Employment and Housing Act,
13 unemployment insurance, disability, social security, workers’ compensation, or claims based on facts
14 occurring outside the Class Period. (*Ibid.*).

15 As of the full funding of the Gross Settlement Amount and Effective Date, the State of
16 California with respect to the Aggrieved Employees is deemed to release the Released Parties from all
17 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the
18 facts stated in the PAGA Notice, arising during the PAGA Period, including any and all claims that
19 Defendant failed to pay all wages due, including minimum wages and overtime, including, but not
20 limited to, at the regular rate or wages owed from rounding; failed provide meal and rest periods; failed
21 to pay meal and rest period premiums, including at the regular rate of pay; failed to furnish accurate
22 itemized wage statements; failed to keep accurate records; failed to timely pay all wages due during
23 employment and upon termination; and failed to reimburse necessary business expenses (collectively,
24 “Released PAGA Claims”). (Settlement Agreement, ¶¶ 1.38, 5, and 5.3). The Released PAGA Claims
25 include claims for civil penalties under PAGA for violations of California Labor Code sections 201,
26 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698 *et seq.*,
27 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders. (*Id.*, ¶ 5.3).

28 ///

1 As of the full funding of the Gross Settlement Amount and Effective Date, Plaintiff, on behalf
2 of his respective former and present spouses, representatives, agents, attorneys, heirs, administrators,
3 successors, and assigns, generally releases and discharges the Released Parties from all claims,
4 transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all
5 claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative
6 Complaint, and (b) all PAGA claims that were, or reasonably could have been, alleged, based on facts
7 contained in Plaintiff's PAGA Notice ("Plaintiff's Release"). (*Id.*, ¶¶ 5 and 5.1). The Plaintiff's
8 Release does not extend to any claims or actions to enforce the Settlement Agreement, or to any claims
9 for vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
10 compensation benefits that arose at any time, or based on occurrences outside the Class Period. (*Id.*,
11 ¶ 5.1). Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition
12 to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that the
13 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
14 additional facts or Plaintiff's discovery of them. (*Ibid.*). For purposes of the Plaintiff's Release,
15 Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542
16 of the Civil Code, which reads: A general release does not extend to claims that the creditor or releasing
17 party does not know or suspect to exist in his or her favor at the time of executing the release and that,
18 if known by him or her, would have materially affected his or her settlement with the debtor or released
19 party. (*Ibid.*).

20 The "Released Parties" means Defendant and each of its and their former and present directors,
21 officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents,
22 subsidiaries, affiliated companies or entities, and their exempt employees, partners, and agents. (*Id.*,
23 ¶ 1.39).

24 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

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

27 On December 10, 2025, ILYM received the Court approved text for the Class Notice from
28 Class Counsel. (ILYM Decl., ¶ 4).

1 On December 31, 2025, ILYM received the class data file from Defendant's counsel, which
2 contained the full name, Social Security number, last known mailing address, last known telephone
3 number, and number of Workweeks and PAGA Pay Periods (collectively, "Class Data"). (*Id.*, ¶ 5).
4 The Class Data was uploaded to ILYM's database and checked for duplicates and other possible
5 discrepancies. (*Ibid.*). The Class Data contained 873 Class Members who worked 63,014 Workweeks
6 and 338 Aggrieved Employees who worked 22,037 PAGA Pay Periods. (*Ibid.*).

7 As part of the preparation for mailing, all 873 names and addresses contained in the Class Data
8 were then processed against the National Change of Address ("NCOA") database, maintained by the
9 United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses
10 of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 6). The NCOA contains requested
11 change of addresses filed with the USPS. (*Ibid.*). To the extent that an updated address was found in
12 the NCOA database, the updated address was used for the mailing of the Class Notice. (*Ibid.*). To the
13 extent that no updated address was found in the NCOA database, the original address provided by
14 Defendant's counsel was used for the mailing of the Class Notice. (*Ibid.*).

15 On January 15, 2026, the Class Notice was mailed, via U.S. First Class Mail, to all 873
16 individuals contained in the Class Data. (*Id.*, ¶ 7). 118 Class Notices were returned to ILYM as
17 undeliverable. (*Id.*, ¶ 8). ILYM performed a computerized skip trace on the 118 returned Class Notices
18 that did not have a forwarding address in an effort to obtain an updated address for the purpose of re-
19 mailing the Class Notice. As a result of this skip trace, 109 updated addresses were obtained and the
20 Class Notice was promptly re-mailed to those Class Members, via U.S. First Class Mail. (*Ibid.*). A
21 total of 9 Class Notices have been deemed undeliverable as no updated address was found
22 notwithstanding the skip tracing. (*Ibid.*).

23 Class Members had sixty (60) calendar days after the Administrator mailed the Class Notices
24 to submit a Request for Exclusion, written objection, and/or challenge to Workweeks and/or PAGA
25 Pay Periods ("Response Deadline"). (Settlement Agreement, ¶ 1.41). The Response Deadline was
26 March 15, 2026. (ILYM Decl., ¶¶ 9-11). The Administrator did not receive any Requests for
27 Exclusion, written objections, and/or challenges to Workweeks and/or PAGA Pay Periods. (*Ibid.*).

28 ///

1 The estimated average gross Individual Class Payment is \$897.86, the estimated highest gross
2 Individual Class Payment is \$3,507.81, and the estimated lowest gross Individual Class Payment is
3 \$12.44; the estimated average Individual PAGA Payment is \$73.96, the estimated highest Individual
4 PAGA Payment is \$136.13, and the estimated lowest Individual PAGA Payment is \$1.13. (*Id.*, ¶¶ 14
5 and 15).

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

7 On November 14, 2025, Class Counsel submitted a copy of the Settlement Agreement to the
8 LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2).
9 (Rose Decl., ¶ 26). The LWDA has not objected or otherwise responded to the submissions. (*Ibid.*).

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

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

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

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

2 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
3 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
4 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
5 were at all times made at arm’s-length and were adversarial. (Rose Decl., ¶ 27). The Parties engaged
6 in extensive informal discovery prior to reaching a settlement. (*Id.*, ¶ 27).

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

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

19 Based on the information exchanged, the Parties extensively briefed issues regarding class
20 certification and liability and provided their analyses to the Mediator who helped the Parties debate
21 the strengths and weakness of their respective positions. (Rose Decl., ¶ 29). At all times, Plaintiff
22 was willing and prepared to litigate this matter through class certification and trial if the Parties had
23 been unable to reach a favorable resolution. (*Ibid.*). Additionally, settlement negotiations were
24 conducted by highly capable and experienced counsel. (*Ibid.*). Class Counsel are respected members
25 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
26 in handling complex wage and hour class action litigation. (*Ibid.*). Accordingly, Class Counsel had
27 sufficient information and experience to act intelligently in negotiating the Settlement.

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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 Defendant has legal
10 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 Defendant’s 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 31). Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims
17 asserted in the Action, Defendant’s 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 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
22 with the claims alleged in the Action, and further denies that class certification is appropriate for any
23 purpose other than the Settlement. (*Id.*, ¶ 32). Defendant believes that it would ultimately prevail in
24 the Action. (Ibid). Defendant proffered defenses to both certification and to the merits of Plaintiff’s
25 claims. (Ibid). Defendant contended that Plaintiff’s claims are not suitable for class certification
26 because individual issues would predominate should this case go to trial. (Ibid). As with all class
27 actions, these complex cases raise difficult management and proof issues and, accordingly, there is a
28 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.*, ¶ 33). 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, Defendant would likely be able to obtain the
8 cooperation of its 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.*, ¶ 34).

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

15 Class Counsel seeks one-third (1/3) of the Gross Settlement Amount (i.e., \$466,666.67) for
16 fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling
17 Thirty Thousand Dollars and Zero Cents (\$30,000.00) incurred in the prosecution of the Action. (Rose
18 Decl., ¶ 35). 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 One-Third (1/3) of the Gross Settlement Amount**
22 **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* (1995)
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

1 (approving attorney's fee of 33%)).

2 A fee of one-third (1/3) of the Gross Settlement Amount (i.e., \$466,666.67) is easily within the
3 range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to
4 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F. Supp. at
5 1378). According to Professor Newberg: "No general rule can be articulated on what is a reasonable
6 percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a reasonable fee
7 award from a common fund, in order to assure that fees do not consume a disproportionate part of the
8 recovery obtained for the class, though somewhat larger percentages are not unprecedented."
9 (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel's requested fee is reasonable and falls
10 well within the historical range of attorney's fee awards under the common fund theory. Based on
11 Class Counsel's showing of reasonableness, the Court should approve the requested fees pursuant to
12 the common fund approach.

13 **B. The Circumstances of this Case Support a One-Third (1/3) Fee 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 Defendant's opposition,
there was no assurance that Plaintiff would succeed at trial. (Rose Decl., ¶¶ 31-33). Despite such

1 challenges, Class Counsel was able to persuade Defendant that it faced significant liability exposure
2 such that it was willing to pay \$1,400,000 to settle the Class 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., ¶¶ 38 and 39). Class
6 Counsel's skill in developing a factual record and convincing Defendant of its 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, Participating Class
15 Members will be paid, on average, approximately \$897.86 each, which is intended to compensate them
16 for the alleged wage and hour violations they suffered during their employment. (Rose Decl., ¶ 23).
17 This is a significant benefit for the Participating 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
19 \$75,000.00 for enforcement of labor laws and education of employers. (*Id.*, ¶ 45).

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., ¶ 37).

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 ¶¶ 38-39.

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., ¶ 39). 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 386.10 total hours litigating these claims to date.¹
2 (Rose Decl., ¶ 39). Class Counsel expects to spend another 10 hours in connection with the final
3 approval process (including preparing for and attending the Final Approval Hearing, and managing
4 the Settlement through its conclusion, including anticipated communications with defense counsel, the
5 Administrator, our client, and Class Members). (*Id.*, ¶ 40). In addition to time spent during litigation,
6 reasonable hours also include the time spent before the Action was filed, including time spent
7 interviewing the client, investigating the facts and the law, preparing the initial pleadings, as well as
8 litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award should
9 include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982) 32
10 Cal.3d 621, 639 ("*Serrano IV*"). Based on the rates of Class Counsel, the total fees incurred to date
11 are \$346,288. (Rose Decl., ¶ 39). By the conclusion of this matter, the total fees are estimated to be
12 approximately \$353,788. (*Id.*, ¶ 40).

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).

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26 ¹ 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 In *Lealao*, the court held that trial courts should award lodestar fees by examining the
2 percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 and 53). The
3 court indicated that this is an upward adjustment and should be akin to a contingency fee recovery;
4 the court stated, “[a]n adjustment reflecting the amount of the class recovery is not significantly
5 different from an adjustment reflecting a percentage of that amount; and California courts have
6 evaluated a lodestar as a percentage of the benefit.” (*Id.* at 46). The *Lealao* method appears
7 particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and
8 the class action clients do not expect to pay an hourly fee.

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

13 Given the unique reliance of our legal system on private litigants to enforce
14 substantive provisions of law through class and derivative actions, attorneys
15 providing the essential enforcement services must be provided incentives
16 roughly comparable to those negotiated in the private bargaining that takes
17 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.

18 In the class action context, that would mean attempting to award the fee that
19 informed private bargaining, if it were truly possible, might have reached.
20 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.

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

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

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

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

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1 In looking at similar cases, including those set forth above, Class Counsel's requested fee
2 comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the
3 collective hours worked in this matter, the requested fee award would represent a modest multiplier of
4 1.35 over the current total fee lodestar. In this regard, Class Counsel's fee request is reasonable.

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

6 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
7 clearly disclosed to each Class Member in the Court-approved Class Notice. (Rose Decl., ¶ 42; *See*
8 *also*, ILYM Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to
9 the request for attorneys' fees. (ILYM Decl., ¶ 10). It is fair to conclude that the Class approves
10 of/does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's
11 request for one-third (1/3) of the Gross Settlement Amount, equaling Four Hundred Sixty-Six
12 Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$466,666.67), should be granted.

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

14 Class Counsel seeks reimbursement of a total amount of Thirty Thousand Dollars and Zero
15 Cents (\$30,000.00) in costs and expenses in this matter, which includes reasonable future costs for
16 filing the Motion. (Rose Decl., ¶ 41 and Exh. 4). All costs and expenses were reasonably incurred in
17 prosecution of this matter.

18 **VIII. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT TO**
19 **PLAINTIFF IS REASONABLE**

20 The named Plaintiff should be awarded a Class Representative Service Payment in the amount
21 of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for his services as the Class
22 Representative and the risks in connection with that role. (Rose Decl., ¶ 43). Enhancement awards in
23 wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher.
24 (Ibid). Often, multiple class representatives receive awards in the above range. (*See e.g., Munoz v.*
25 *BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an
26 enhancement request of \$10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142
27 F.3d 1004, 1016 (7th Cir. 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir.
28 1974) ["We also think there is something to be said for rewarding those drivers who protect and help

1 to bring rights to a group of employees who have been the victims of discrimination.”)]. Here, the
2 requested Class Representative Service Payment is modest, reasonable, and should be approved.

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

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

17 In sum, Plaintiff has performed considerable services on behalf of the Class during the
18 litigation. (*See, generally, Moore Decl.*). Plaintiff has understood that this is a class action where he
19 is serving as the Class Representative and must protect the Class Members’ interests. (*Id.*, ¶ 10).
20 Plaintiff has actively protected the Class Members’ interests during the pendency of this matter and
21 will continue to do so even if the case was required to go to trial. (*Ibid.*). Plaintiff spent numerous
22 hours participating in this matter by searching for an attorney, communicating with his attorneys on
23 numerous occasions, searching for and producing relevant documents related to his employment,
24 responding to his attorneys’ inquiries, reviewing the settlement documents, and approving the
25 Settlement on behalf of all Class Members. (*See, generally, Moore Decl.*).

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

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

6 **IX. THE REQUESTED ADMINISTRATION EXPENSES PAYMENT ARE**
7 **REASONABLE**

8 In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, an
9 Administration Expenses Payment not to exceed Fifteen Thousand Dollars and Zero Cents
10 (\$15,000.00). (Rose Decl., ¶ 44). ILYM Group, Inc. is the approved Administrator. (Ibid). It is an
11 experienced class administrator and has adequately performed the administration tasks required by the
12 Preliminary Approval Order. ILYM's *actual* costs to administer the Settlement are only Twelve
13 Thousand Dollars and Zero Cents (\$12,000.00). (ILYM Decl., ¶ 16 and Exh. B). Based thereon, the
14 requested costs should be approved.

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

16 Pursuant to California Labor Code Section 2699(s)(1), the Superior Court shall review and
17 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
18 § 2699(s)(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
19 should be approved. As part of the Settlement, Defendant has agreed to pay One Hundred Thousand
20 Dollars and Zero Cents (\$100,000.00) to settle the claims of the Aggrieved Employees brought
21 pursuant to PAGA, of which the payment of Seventy Five Thousand Dollars and Zero Cents
22 (\$75,000.00) (75% of the PAGA Penalties) will be paid to the LDWA for education and enforcement
23 purposes. (Rose Decl., ¶ 45).

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

1 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
2 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
3 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
4 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
5 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
6 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
7 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
8 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
9 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
10 in these approved settlements, the parties generally maximized statutory penalties and minimized
11 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
12 California Labor Code violations. (Rose Decl., ¶ 46).

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

14 California law vests the Court with broad discretion in fashioning an appropriate notice
15 program. (See California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
16 74). To protect the rights of absent class members, the parties must provide class members with the
17 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
18 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
19 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
20 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
21 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
22 the action and afford them an opportunity to present their objections"]). The content and method of
23 the notice should be designed to apprise the class members of the terms of the proposed settlement
24 and of the class members' rights regarding the settlement. (See *Mullane, supra*, 339 U.S. at 314;
25 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
26 F. Supp. 364, 378).

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1 The Class Notice approved by the Court met these requirements: it identified the Parties and
2 described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution
3 of the Gross Settlement Amount, the amounts proposed to be paid as the Class Representative Service
4 Payment to Plaintiff, the Administration Expenses Payment to the Administrator, and the Class
5 Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel. (Rose
6 Decl., ¶ 47; *see also* ILYM Decl., Exh. A thereto). The Class Notice described the proposed
7 Settlement with enough specificity to allow each Class Member to make an informed choice whether
8 to accept and participate in it. (Ibid). It also explained how and when Class Members may object to
9 or opt out of the Class Settlement. (Ibid). Finally, the Class Notice provided the date for the hearing
10 on final approval of the Settlement and informed Class Members how to obtain additional information
11 about the Settlement. (Ibid).

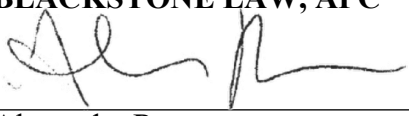
12 XII. CONCLUSION

13 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
14 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
15 attorneys' fees to Class Counsel of \$466,666.67; (2) the requested reimbursement of actual costs and
16 expenses to Class Counsel of \$30,000.00; (3) the requested Class Representative Service Payment to
17 Plaintiff of \$7,500.00; and (4) the requested Administration Expenses Payment to the Administrator
18 of \$12,000.00; and permit the filing of a memorandum that exceeds the page limit.

19 Respectfully submitted,

20 Dated: April 9, 2026

BLACKSTONE LAW, APC

21 By: 

22 Alexandra Rose
23 Attorneys for Plaintiff Leonard Moore
24 and the Class
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