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

LUKE LEON, individually and on behalf of
others similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

BIGHORN GOLF CLUB dba BIGHORN
CLUBHOUSE, a California Nonprofit
Corporation; BIGHORN HOMEOWNERS
ASSOCIATION, INC. dba BIGHORN
HOMEOWNERS ASSOCIATION, a California
Nonprofit Corporation; BIGHORN
PROPERTIES, INC., a California Corporation;
and DOES 1 through 25, inclusive,

Defendants.

Case No. CVRI2400375

Assigned to the Hon. Harold W. Hopp,
Dept. 1

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

Date: September 28, 2026
Time: 8:30 a.m.
Dept: 1

Complaint Filed: January 22, 2024
FAC Filed: January 6, 2026
Trial Date: Not Set

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

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

2 **PLEASE TAKE NOTICE THAT** on September 28, 2026 at 8:30 a.m. in Department 1 of
3 the above-captioned Court located at 4050 Main Street, Riverside, California 92501, pursuant to
4 California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and
5 California Labor Code section 2699(1), Luke Leon (“Plaintiff”) will and hereby does move the Court
6 for an Order granting final approval of the proposed class action and Labor Code Private Attorneys
7 General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) settlement between
8 Plaintiff and Defendant BIGHORN Golf Club (“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 set
12 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement (“Settlement
13 Agreement” or “Settlement”), including payment by Defendant of the Total Settlement Amount of
14 One Million One Hundred Eighty-Eight Thousand Dollars (\$1,188,000), which will be increased to
15 \$1,328,035.50 by virtue of Defendant’s election to increase the Total Settlement Amount under an
16 escalator clause, inclusive of: (1) payments to Participating Class Members and PAGA Group
17 Members pursuant to the terms of the Settlement; (2) the Court-approved Class Counsel Fees and
18 Class Counsel Litigation Expenses; (3) the Court-approved Class Representative Payment; (4) the
19 Court-approved Settlement Administrator’s Fees and Expenses; and (5) the Court-approved payment
20 to the California Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA;
- 21 3. Approving Class Counsel’s request for thirty-five percent (35%) of the Total
22 Settlement Amount, i.e., Four Hundred Sixty-Four Thousand Eight Hundred Twelve Dollars and
23 Forty-Three Cents (\$464,812.43) in Class Counsel Fees, plus reimbursement of actual Class Counsel
24 Litigation Expenses in the amount of Thirty-Five Thousand Six Hundred Eighty-Three Dollars and
25 Eighty Cents (\$35,683.80);
- 26 4. Approving the Class Representative Payment to Plaintiff in the amount of Ten
27 Thousand Dollars (\$10,000) in recognition of his services to the Class Members;
- 28 5. Approving the Settlement Administrator’s Fees and Expenses to Apex Class Action

1 Administrators in the amount of Ten Thousand Nine Hundred Ninety Dollars (\$10,990); and

2 8. Approving Forty-Five Thousand Dollars (\$45,000) to be paid to the LWDA as seventy-
3 five percent (75%) of the Sixty Thousand Dollars (\$60,000) allocated to PAGA Civil Penalties.

4 This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of
5 Court, which require approval by the Court of a class action settlement and permit the Court to extend
6 the page limit for memoranda.

7 This Motion is based on the following Memorandum of Points and Authorities, the Settlement
8 Agreement, the Declarations of Class Counsel (Annabel Blanchard), the Class Representative (Luke
9 Leon), and the Settlement Administrator (Apex Class Action Administrators), the pleadings and other
10 records on file with the Court in this matter, and such evidence or oral argument as may be presented
11 at the hearing on this Motion.

12 Respectfully submitted,

13 Dated: September 2, 2026

BLACKSTONE LAW, APC

14 By: A. Blanchard
15 Annabel Blanchard
16 Attorneys for Plaintiff Luke Leon
and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Luke Leon (“Plaintiff” or “Class Representative”) seeks final approval of the class
4 action and PAGA settlement reached with Defendants BIGHORN GOLF CLUB dba BIGHORN
5 CLUBHOUSE, BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN
6 HOMEOWNERS ASSOCIATION, and BIGHORN PROPERTIES, INC. (collectively “BIGHORN”
7 or “Defendants”). Subject to Court approval, Plaintiff and Defendants (together, the “Parties”) have
8 settled the Released Class Claims and Released PAGA Claims as defined in the Settlement Agreement
9 (“Settlement Agreement” or “Settlement”) for a total amount of One Million Three Hundred Twenty
10 Eight Thousand Thirty-Five Dollars and Fifty Cents (\$1,328,035.50) (“Total Settlement Amount”)¹.
11 (See Declaration of Annabel Blanchard in Support of Plaintiff’s Motion for Final Approval of Class
12 Action and PAGA Settlement, Class Counsel Fees and Expense Payment, Class Representative
13 Payment, and Settlement Administrator’s Fees and Expenses [“Blanchard Decl.”], ¶¶ 6, 12, and Exh.
14 1).

15 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
16 current and former employees who worked for BIGHORN in a nonexempt position in California at
17 any time during the Class Period” (“Class” or “Class Members”). (Settlement Agreement, § II.C;
18 Blanchard Decl., ¶ 10). The “Class Period” is defined as the period from January 22, 2020 through
19 April 8, 2026. (Settlement Agreement, § II.I; Blanchard Decl., ¶ 10). The “Participating Class
20 Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion.
21 (Settlement Agreement, § III.E.3.b; Blanchard Decl., ¶ 10). The “PAGA Group Members” consist of
22 all current and former employees who worked for Defendants in a nonexempt position in California
23 at any time during the PAGA Period. (Settlement Agreement, §§ II.S-II.T; Blanchard Decl., ¶ 10).
24 The “PAGA Period” is defined as the period from January 17, 2023 through April 8, 2026. (Settlement
25 Agreement, § II.V; Blanchard Decl., ¶ 10).

26
27
28 ¹ The escalator provision in Paragraph III.I of the Settlement Agreement was triggered, and Defendants opted to Increase the original Total Settlement Amount of One Million One Hundred Eighty-Eight Thousand Dollars (\$1,188,000) accordingly.

1 As discussed herein, the proposed Settlement satisfies all criteria for final settlement approval
2 under California law because it is fair, adequate, and reasonable. (Blanchard Decl., ¶¶ 18-25;
3 Settlement Agreement, § J.7; see also *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116,
4 129-130; *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1801.) The Class’s response to
5 the Settlement further confirms that final approval is appropriate. There have been no objections to
6 the Settlement and only one (1) request for exclusion from the Class Settlement. (Declaration of Apex
7 Class Action LLC, Regarding Notice and Settlement Administration [“Apex Decl.”], ¶¶ 11 and 12).

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

12 Plaintiff seeks the Court’s approval of an attorneys’ fee award of thirty-five percent (35%) of
13 the Total Settlement Amount, equaling Four Hundred Sixty-Four Thousand Eight Hundred Twelve
14 Dollars and Forty-Three Cents (\$464,812.43), plus reimbursement of actual litigation costs and
15 expenses in the amount of Thirty-Five Thousand Six Hundred Eighty-Three Dollars and Eighty Cents
16 (\$35,683.80) (together, the “Class Counsel Fees and Expenses Payment”). Class Counsel’s request is
17 reasonable and appropriate in light of the work performed, the contingent nature of the litigation, the
18 risks undertaken, and the results achieved under the Settlement. (Blanchard Decl., ¶¶ 26-33; Settlement
19 Agreement, § III.C.2; see also *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

20 Plaintiff also requests the Court’s approval of a Class Representative Payment to Plaintiff Luke
21 Leon in the amount of Ten Thousand Dollars (\$10,000) for his services on behalf of the Class. This
22 requested payment is fair and reasonable given Plaintiff’s time, effort, active participation, and the
23 risks he undertook in serving as the named plaintiff and class representative, as detailed in his
24 declaration. (Blanchard Decl., ¶ 34; Declaration of Plaintiff Luke Leon in Support of Motion for Final
25 Approval of Class Action and PAGA Settlement [“Leon Decl.”], ¶¶ 10-12; Settlement Agreement, §
26 III.C.1). Courts approve incentive awards to class representatives when justified and appropriate to
27 compensate them for their time, effort, and inconvenience. (See, e.g., *Van Vranken v. Atlantic Richfield*
28 *Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

1 Finally, Plaintiff requests that the Court approve payment of Twelve Thousand Dollars
2 (\$12,000) in Settlement Administrator's Fees and Expenses to Apex Class Action Administrators
3 ("Apex" or "Settlement Administrator") as compensation for the administration services it has
4 provided and will continue to provide in connection with the Settlement. (Blanchard Decl., ¶ 35;
5 Settlement Agreement, § III.C.4).

6 In order to efficiently present the Court with the information necessary to determine whether
7 to grant final approval of the Settlement and award the Class Counsel Fees and Expenses Payment,
8 Class Representative Payment, and Settlement Administrator's Fees and Expenses, Plaintiff also
9 moves for an order permitting the filing of this single consolidated memorandum, although it exceeds
10 the page limit established by California Rules of Court, Rule 3.1113(d), in lieu of filing several
11 separate motions.

12 II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

13 On January 17, 2024, Plaintiff provided written notice, and on January 24, 2024, amended
14 written notice to the California Labor and Workforce Development Agency ("LWDA") by online
15 submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section
16 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by
17 Defendants. The amended written notice shall be referred to as the "PAGA Letter." (Blanchard Decl.,
18 ¶ 2).

19 On January 22, 2024, Plaintiff filed a Class Action Complaint for Damages in the action
20 entitled *Luke Leon vs. Bighorn Golf Club, et al.*, Riverside County Superior Court Case No.
21 CVRI2400375 (the "Action"), thereby commencing a putative class action against Defendants. (*Id.*, ¶
22 3)

23 On March 25, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private
24 Attorneys' General Act, Cal. Labor Code §§ 2698, et seq. in the action entitled *Luke Leon vs. Bighorn*
25 *Golf Club, et al.*, Riverside County Superior Court Case No. CVPS2401926 (the "PAGA Action").
26 On April 16, 2024, Plaintiff filed a First Amended Complaint for Enforcement Action Under the
27 Private Attorneys' General Act, Cal. Labor Code §§ 2698, et seq. in the PAGA Action, alleging
28

1 various Labor Code violations premised on the same facts and allegations detailed in the Class Action
2 Complaint. (Blanchard Decl., ¶ 4)

3 On February 4, 2025, Plaintiff and Defendants (together, the “Parties”) participated in a formal
4 mediation conducted by Eve Wagner of Signature Resolution (“Mediator”), a neutral and respected
5 mediator with extensive experience in complex wage and hour matters. On April 24, 2025, the Parties
6 participated in a supplemental mediation presided over by Ms. Wagner, and with the assistance of the
7 Mediator’s evaluations, the Parties were able to reach an agreement to resolve this dispute on a class
8 and representative basis. The Parties then worked diligently to negotiate and memorialize the terms
9 in a long form settlement agreement. (*Id.*, ¶ 5)

10 On October 6, 2025, the Parties executed the Settlement Agreement (“Settlement” or
11 “Settlement Agreement”). (*Id.*, ¶ 6, Exh. 1)

12 On December 19, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and
13 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 7).

14 On January 6, 2026, Plaintiff filed the First Amended Class Action Complaint (“FAC” or
15 “Operative Complaint”) in the Action. The Operative Complaint alleges ten (10) causes of action for
16 violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime
17 wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to
18 provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages
19 during employment, failure to provide accurate wage statements, failure to timely pay wages upon
20 termination, and failure to reimburse necessary business expenses, for violations of California
21 Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor
22 Code violations, and for civil penalties under PAGA based on the aforementioned California Labor
23 Code violations. (*Id.*, ¶ 8)

24 On April 9, 2026, the Court entered the Order Granting Preliminary Approval of Class Action
25 and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of
26 the Settlement Agreement, the Notice of Proposed Class Action Settlement and Final Approval
27 Hearing (“Class Notice”), and the proposed administration procedures and associated deadlines. (*Id.*,
28 ¶ 9, and Exh. 2).

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

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

8 The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
9 Complaint for a non-reversionary Total Settlement Amount of One Million Three Hundred Twenty
10 Eight Thousand Thirty-Five Dollars and Fifty Cents (\$1,328,035.50), which is inclusive of employer-
11 side payroll taxes.² (Settlement Agreement, § III.A; Blanchard Decl., ¶ 12). The Total Settlement
12 Amount includes: (1) Class Counsel's fees in the amount of thirty-five percent (35%) of the Total
13 Settlement Amount, equaling Four Hundred Sixty-Four Thousand Eight Hundred Twelve Dollars and
14 Forty-Three Cents (\$464,812.43); (2) Class Counsel's actual litigation costs and expenses in an
15 amount of Thirty-Five Thousand Six Hundred Eighty-Three Dollars and Eighty Cents (\$35,683.80);
16 (3) Settlement Administrator's Fees and Expenses in the amount of Twelve Thousand Dollars
17 (\$12,000); (4) Class Representative Payment in the amount of Ten Thousand Dollars (\$10,000); and
18 (5) PAGA Civil Penalties in the amount of Sixty Thousand Dollars (\$60,000). (Settlement Agreement,
19 §§ III.A, III.C.1-III.C.4; Blanchard Decl., ¶ 12). After the above amounts are deducted from the Total
20 Settlement Amount, the Settlement Class Members will share in a Gross Net Settlement Amount of
21 approximately Seven Hundred Forty-Five Thousand, Five Hundred Thirty-Nine Dollars and Twenty-
22 Seven Cents (\$745,539.27), subject to reduction for employer payroll taxes on the Wage Portions of
23 the Settlement Shares. (Settlement Agreement, § II.O; Blanchard Decl., ¶ 12).

24 The Settlement does not require Class Members to submit claims as a prerequisite to receiving
25 their pro rata share of the Net Settlement Amount ("Class Member Payment") nor does it require
26 PAGA Group Members to submit claims as a prerequisite to receiving their pro rata share of twenty-
27 five percent (25%) of the PAGA Civil Penalties ("PAGA Settlement Share"). (Settlement Agreement,
28

² See note 1, supra.

§ III.B.1; Blanchard Decl., ¶ 13). Class Member Payments are calculated by the Settlement Administrator by dividing the Net Settlement Amount by the total number of Covered Workweeks worked by all Class Members during the Class Period and multiplying the result by each Class Member's Covered Workweeks worked during the Class Period. (Settlement Agreement, § III.B.1.b; Blanchard Decl., ¶ 13). PAGA Settlement Shares are calculated by the Settlement Administrator by dividing the amount of the PAGA Group Members' twenty-five percent (25%) share of the PAGA Civil Penalties, Fifteen Thousand Dollars (\$15,000), by the total number of Covered Pay Periods worked by all PAGA Group Members during the PAGA Period and multiplying the result by each PAGA Group Member's Covered Pay Periods worked during the PAGA Period. (Settlement Agreement, § III.B.1.a; Blanchard Decl., ¶ 13).

Each Class Member Payment will be allocated as one-third (1/3) wages ("Wage Portion") and the remaining two-thirds (2/3) as penalties and interest ("Non-Wage Portion"). (Settlement Agreement, §§ III.B.3.a-III.B.3. b; Blanchard Decl., ¶ 15). The Wage Portion will be reported on an IRS Form W-2, and the Non-Wage Portion will be reported on an IRS Form 1099, if applicable, by the Settlement Administrator. (Settlement Agreement, §§ III.B.3.a-III.B.3. b; Blanchard Decl., ¶ 15). The Settlement Administrator will withhold the employee's and employer's share of taxes and withholdings with respect to the Wage Portion of the Class Member Payments and issue checks to Class Members for their net Class Member Payment. (Settlement Agreement, § III.B.3.a; Blanchard Decl., ¶ 15). Each PAGA Settlement Share will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099, if applicable, by the Settlement Administrator. (Settlement Agreement, § III.B.3.c; Blanchard Decl., ¶ 15).

Each Class Member Payment and PAGA Settlement Share check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued and thereafter shall be canceled. (Settlement Agreement, § III.E.11; Blanchard Decl., ¶ 16). If any Class Member's Settlement Share check is not cashed within sixty (60) days after mailing, the Settlement Administrator will send a reminder letter or postcard advising that the check will expire and become non-negotiable unless cashed within the next one hundred and twenty (120) days and offering to replace the check if it was lost or misplaced but not cashed. (Settlement Agreement, § III.E.11; Blanchard Decl., ¶ 16).

Any funds associated with canceled checks will be distributed by the Settlement Administrator to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member and/or PAGA Group Member at issue. (Settlement Agreement, § III.E.11; Blanchard Decl., ¶ 16).

Upon the Settlement becoming Final as defined in the Settlement Agreement and being fully funded as set forth therein, Plaintiff and all Participating Class Members will be deemed to have released the Released Parties from any and all known and unknown claims that are asserted in the Complaint or First Amended Complaint, or that arise out of or reasonably relate to the facts alleged therein, including claims that, during the Class Period, Defendants failed to pay all wages due at the correct rates of pay, including minimum wages, straight-time wages, overtime wages, and paid sick leave, including by failing to record all hours worked and failing to include all required compensation for purposes of calculating the regular rate of pay; failed to provide meal and rest periods; failed to pay meal and rest period premiums at the regular rate of pay; failed to maintain accurate records; failed to furnish accurate itemized wage statements; failed to reimburse necessary business expenses; failed to timely pay all wages due during employment; and failed to timely pay all wages due upon separation of employment (collectively, the "Released Class Claims"). The Released Class Claims include, but are not limited to, claims arising under California Labor Code sections 201-204, 210, 218.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, California Business and Professions Code section 17200 et seq., the Industrial Welfare Commission Wage Order, PAGA, any other related federal, state, or municipal law, attorneys' fees and costs, and interest. (Settlement Agreement, § III.F.1).

Upon the Settlement becoming Final as defined in the Settlement Agreement and being fully funded as set forth therein, Plaintiff and the State of California, with respect to all PAGA Group Members, will be deemed to have released the Released Parties from any and all claims under PAGA for civil penalties that are described in the notice(s) submitted by Plaintiff to the LWDA pursuant to PAGA and that, during the PAGA Period, arise from allegations that Defendants failed to pay all wages due at the correct rates of pay, including minimum wages, straight-time wages, overtime wages, and paid sick leave, including by failing to record all hours worked and failing to include all required compensation for purposes of calculating the regular rate of pay; failed to provide meal and rest

1 periods; failed to pay meal and rest period premiums at the regular rate of pay; failed to maintain
2 accurate records; failed to furnish accurate itemized wage statements; failed to reimburse necessary
3 business expenses; failed to timely pay all wages due during employment; and failed to timely pay all
4 wages due upon separation of employment (collectively, the “Released PAGA Claims”). The
5 Released PAGA Claims include, but are not limited to, claims arising under California Labor Code
6 sections 201-204, 210, 218.5, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197,
7 1197.1, 1198, 2698 et seq., 2800, and 2802, the Industrial Welfare Commission Wage Order, and any
8 resulting claim for attorneys’ fees and costs. (Settlement Agreement, § III.F.2).

9 The Settlement Agreement provides for the release of the Released Class Claims by
10 Participating Class Members and the release of the Released PAGA Claims by Plaintiff and the State
11 of California with respect to PAGA Group Members. (Settlement Agreement, §§ III.F.1-III.F.2). The
12 Settlement Agreement does not include a separate individual general release by Plaintiff beyond the
13 releases set forth in the Settlement Agreement.

14 The “Released Parties” means BIGHORN GOLF CLUB dba BIGHORN CLUBHOUSE;
15 BIGHORN HOMEOWNERS ASSOCIATION, INC. dba BIGHORN HOMEOWNERS
16 ASSOCIATION; BIGHORN PROPERTIES, INC.; BIGHORN GOLF CLUB CHARITIES;
17 BIGHORN PROPERTIES, LLC; BIGHORN GP, INC.; and BIGHORN PENTHOUSE
18 CONDOMINIUM OWNERS ASSOCIATION. (Settlement Agreement, § II.X).

19 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

20 Apex Class Action Administrators has taken all necessary steps to effectuate the notice and
21 settlement administration process, as set forth in the Preliminary Approval Order.

22 On March 6, 2026, Apex received the Court-approved text for the Class Notice from Class
23 Counsel. (Apex Decl., ¶ 4).

24 On April 3, 2026, Apex received the class data file from Defendants, which contained each
25 Class Member’s full name, Social Security number, last known mailing address, number of Covered
26 Workweeks during the Class Period, and number of Covered Pay Periods during the PAGA Period
27 (collectively, “Class Member Information”). (*Id.*, ¶ 5). The Class Member Information was uploaded
28 to Apex’s database and checked for duplicates and other possible discrepancies. (*Ibid.*). The Class

1 Member Information contained 744 individuals identified as Class Members who worked 87,601
2 Covered Workweeks during the Class Period and 551 individuals identified as Aggrieved Employees
3 who worked 49,640 Covered Pay Periods during the PAGA Period. (Apex Decl., ¶¶ 15, 18).

4 As part of the preparation for mailing, all Class Member names and addresses contained in the
5 Class Member Information were processed against the National Change of Address (“NCOA”)
6 database maintained by the United States Postal Service (“USPS”) for purposes of updating and
7 confirming Class Members’ mailing addresses before mailing of the Class Notice. (*Id.*, ¶ 6). The
8 NCOA contains requested change of addresses filed with the USPS. (*Ibid.*). To the extent that an
9 updated address was found in the NCOA database, the updated address was used for the mailing of
10 the Class Notice. (*Ibid.*). To the extent that no updated address was found in the NCOA database, the
11 original address provided by Defendants’ counsel was used for the mailing of the Class Notice. (*Ibid.*).

12 On July 2, 2026, the Class Notice was mailed, via U.S. First Class Mail, to all 744 individuals
13 contained in the Class Data. (*Id.*, ¶ 7). 71 Class Notices were returned to Apex as undeliverable. (*Id.*,
14 ¶ 8). Apex performed a computerized skip trace on the 71 returned Class Notices that did not have a
15 forwarding address in an effort to obtain an updated address for the purpose of re-mailing the Class
16 Notice and 57 updated addresses were found. The Class Notice was promptly re-mailed to those 57
17 Class Members, via U.S First Class Mail. (*Ibid.*). A total of 14 Class Notices have been deemed
18 undeliverable as no updated address was found notwithstanding the skip tracing. (*Id.*, ¶ 9).

19 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
20 Class Notices to submit a Request for Exclusion, Objection to Settlement Form, and/or dispute
21 regarding the information shown on their Notice of Estimated Settlement Share (“Response
22 Deadline”). (Settlement Agreement, §§ III.E.3-III.E.4). The Response Deadline was August 17, 2026.
23 (Apex Decl., ¶ 10). The Settlement Administrator received one (1) Request for Exclusion. The
24 Settlement Administrator did not receive any Notices of Objection, and/or Workweeks Disputes.
25 (Apex Decl., ¶¶ 10-13).

26 The estimated average gross Class Member Payment is \$996.27, the estimated highest gross
27 Class Member Payment is \$2,749.94, and the estimated lowest gross Class Member Payment is \$8.46.

1 The estimated average PAGA Settlement Share is \$27.22, the estimated highest PAGA Settlement
2 Share is \$51.07, and the estimated lowest PAGA Settlement Share is \$0.30. (Blanchard Decl., ¶ 14).³

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

4 On December 19, 2025, Class Counsel submitted a copy of the Settlement Agreement to the
5 LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2).
6 (Blanchard Decl., ¶ 17). The LWDA has not objected or otherwise responded to the submission.
7 (Ibid).

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

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

10 Before granting final approval of a class action settlement, the Court must determine whether
11 the proposed settlement is fair, reasonable, and adequate. (Cal. Rules of Court, rule 3.769(g); *Dunk v.*
12 *Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801). In making this determination, courts consider
13 relevant factors including the strength of the plaintiff's case, the risk, expense, complexity, and likely
14 duration of further litigation, the amount offered in settlement, the extent of discovery completed and
15 the stage of the proceedings, the experience and views of counsel, and the reaction of the class
16 members to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116,
17 128; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-245; *Dunk*, supra, 48
18 Cal.App.4th at 1801). The list of relevant factors is not exhaustive and should be tailored to the
19 circumstances of each case. (*Dunk*, supra, 48 Cal.App.4th at 1801).

20 A presumption of fairness exists where the settlement is reached through arm's-length
21 bargaining, investigation and discovery are sufficient to allow counsel and the court to act intelligently,
22 counsel is experienced in similar litigation, and the percentage of objectors is small. (*Wershba*, supra,
23 91 Cal.App.4th at 245; *Dunk*, supra, 48 Cal.App.4th at 1802). In evaluating settlement approval, the
24 Court need not decide the merits of the underlying claims or resolve contested issues of fact or law.
25 Rather, the fairness inquiry recognizes that uncertainty of outcome, litigation risk, and avoidance of
26

27 ³ The actual average, highest, and lowest Individual Settlement Shares will be larger than the amounts stated in the Apex
28 Decl. because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs
and expenses in an amount that is less than \$40,000 (the difference between the amount sought and the amount authorized
under the Settlement, i.e., \$4,316.20 will be part of the Net Settlement Amount).

1 costly and protracted litigation are central reasons parties enter into class action settlements. (*Officers*
2 *for Justice v. Civil Serv. Comm’n* (9th Cir. 1982) 688 F.2d 615, 625).

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

4 California courts recognize that a presumption of fairness exists where the settlement is
5 reached through arm’s-length bargaining. (*Wershba*, 91 Cal.App.4th at 245; see also *Clark v.*
6 *American Residential Services LLC* (2009) 175 Cal.App.4th 785, 799). Here, the Parties’ settlement
7 negotiations were at all times arm’s-length and adversarial. (Blanchard Decl., ¶ 18). The Settlement
8 was reached after one full day of mediation and a supplemental half-day mediation with Eve Wagner
9 of Signature Resolution, a respected mediator with substantial experience in wage-and-hour matters,
10 followed by additional negotiations to finalize the long-form agreement. (Ibid). The Parties also
11 engaged in extensive informal discovery before reaching the Settlement, including the production of
12 Plaintiff’s personnel records, a random sampling of putative class members’ time and payroll records,
13 relevant wage-and-hour policies and documents, and information regarding the size and composition
14 of the putative class, total workweeks, and average rates of pay. (Blanchard Decl., ¶ 19). This
15 discovery allowed Class Counsel to conduct an informed assessment of the strengths and weaknesses
16 of the claims and potential class-wide damages. (Ibid).

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

18 Courts typically assess the status of discovery in determining whether a class action settlement
19 is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation, BIGHORN
20 produced Plaintiff’s personnel records, a random sampling of putative class members’ time punch and
21 payroll records, relevant wage-and-hour policies and documents, including the meal period waiver,
22 arbitration agreement, dispute resolution agreement, meal and rest policy, overtime policy, and
23 multiple iterations of its handbook, along with information regarding the total number of putative class
24 members, the number of current versus former employees, total workweeks, and average rates of pay.
25 (Blanchard Decl., ¶ 19). This allowed Class Counsel to conduct an informed assessment and analysis
26 of the strengths and weaknesses of the claims and potential class-wide damages. (Ibid). Plaintiff’s
27 investigation and the information exchanged were sufficient to support final approval under *Dunk v.*
28

1 *Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168
2 Cal.App.4th 116, 129-130.

3 Based on the information exchanged, the Parties extensively briefed issues regarding class
4 certification and liability and provided their analyses to the Mediator, who helped the Parties evaluate
5 the strengths and weaknesses of their respective positions. (Blanchard Decl., ¶ 20). At all times,
6 Plaintiff was willing and prepared to litigate this matter through class certification and trial if the
7 Parties had been unable to reach a favorable resolution. (Ibid). Settlement negotiations were also
8 conducted by experienced counsel. (Ibid). Class Counsel are respected members of the California
9 State Bar with strong records of vigorous and effective advocacy and are experienced in handling
10 complex wage-and-hour class action litigation. (Ibid). Accordingly, Class Counsel had sufficient
11 information and experience to act intelligently in negotiating the Settlement.

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

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

24 Class Counsel is aware of Defendants’ defenses and arguments and has taken into account the
25 uncertainty and risk of further litigation, as well as the difficulties and delays inherent in class and
26 representative adjudication. (Blanchard Decl., ¶ 22). Plaintiff further recognizes the burdens of proof
27 necessary to establish liability for the claims asserted in the Action, Defendants’ defenses, and the
28 difficulties in establishing entitlement to monetary recovery. (Ibid). Plaintiff has also considered the

1 Parties' settlement discussions, Defendants' arbitration agreement, and the evaluations of the
2 Mediator, who is experienced and well-regarded in complex labor and employment matters. (Ibid).

3 Defendants denied and continue to deny any liability or wrongdoing associated with the claims
4 alleged in the Action, and further deny that class certification is appropriate for any purpose other than
5 the Settlement. (Blanchard Decl., ¶ 23). Defendants believe that they would ultimately prevail in the
6 Action and proffered defenses to both certification and the merits of Plaintiff's claims. (Ibid).
7 Defendants asserted that many putative class members had signed arbitration agreements that barred
8 them from bringing class claims, and, although Plaintiff did not concede the validity or legality of
9 those arbitration agreements, Plaintiff recognized the risks involved with further litigation and the risk
10 that a court could find the agreements enforceable. (Ibid). Defendants also contended that Plaintiff's
11 claims are not suitable for class certification because individual issues would predominate should this
12 case go to trial. (Ibid). As with all class actions, these complex cases raise difficult management and
13 proof issues and, accordingly, there is a significant risk that the Court may deny class certification.
14 (Blanchard Decl., ¶ 23).

15 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
16 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
17 uncertain proposition. (Blanchard Decl., ¶ 24). In order to prove liability and damages, Class Counsel
18 would need to request and analyze thousands of pages of documents, obtain the Class Members'
19 contact information, contact them, and obtain declarations at great expense. (Ibid). Obtaining the
20 cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution
21 of a lawsuit against a current employer. (Ibid). On the other hand, Defendants would likely be able to
22 obtain the cooperation of their employees. (Ibid). Moreover, even if Plaintiff prevailed at class
23 certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

24 In light of the Parties' respective legal positions and the risks of continued litigation, the
25 \$1,328,035.500 Total Settlement Amount for resolution of the Class and PAGA claims is fair,
26 adequate, and reasonable. (*Id.*, ¶ 25).

27 ///

28 ///

1 **VII. THE REQUESTED CLASS COUNSEL FEES AND EXPENSES PAYMENT IS**
2 **REASONABLE AND SHOULD BE APPROVED**

3 Class Counsel seeks thirty-five percent (35%) of the escalated Total Settlement Amount, i.e.,
4 Four Hundred Sixty-Four Thousand Eight Hundred Twelve Dollars and Forty-Three Cents
5 (\$464,812.43), for fees for the time spent litigating this matter, and reimbursement of actual litigation
6 costs and expenses of Thirty-Five Thousand Six Hundred Eighty-Three Dollars and Eighty Cents
7 (\$35,683.80) incurred in the prosecution of the Action. (Blanchard Decl., ¶ 26). The requested fees
8 and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming
9 litigation on a contingent-fee basis, especially in light of the substantial benefits achieved by Class
10 Counsel for the Class Members. (Ibid).

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

13 Courts have long recognized the “common fund” or “common benefit” doctrine, under which
14 attorneys who create a common fund or confer a substantial benefit on a group of persons may recover
15 reasonable fees and costs from that fund. (See *Serrano v. Priest* (“Serrano III”) (1977) 20 Cal.3d 25,
16 34, quoting *D’Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees’*
17 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341, fn. 19; *Quinn v. State of California* (1975)
18 15 Cal.3d 162, 167; see also *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Mills v. Electric*
19 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

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

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

equitable power to order plaintiff's 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. (Cal. Practice Guide: Civil Trials and Evidence (The Rutter Group), § 17:172.3).

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

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

Whatever doubts may have been created by *Serrano III*, supra, 20 Cal.3d 25, [], or the Court of Appeal cases that followed, we clarify today that use of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion. We join the overwhelming majority of federal and state courts in holding that when class action litigation established a monetary fund for the benefit of the class 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

1 attorneys' fees in a representative action as the proper exercise of the court's broad equitable powers);
2 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys' fees and expenses properly
3 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
4 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
5 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
6 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
7 in an inverse condemnation action)).

8 The Supreme Court noted that several courts have expressed frustration with the alternative
9 "lodestar" approach for deciding fee awards, which usually involves wading through voluminous and
10 often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; see *Lealao v. Beneficial California, Inc.*
11 (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373,
12 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class
13 counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing
14 an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources.
15 (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the
16 percentage of the common fund approach to determine the award of attorney's fees. (*Lealao*, 82
17 Cal.App.4th at 30-31; see e.g., *In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79
18 (approving attorney's fee of 33%)).

19 A fee of thirty-five percent (35%) of the Total Settlement Amount, i.e., Four Hundred Sixty-
20 Four Thousand Eight Hundred Twelve Dollars and Forty-Three Cents (\$464,812.43), is well within
21 the range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to
22 50%, depending on the circumstances of the case. (See *In re Activision Securities Litigation* (N.D. Cal.
23 1989) 723 F.Supp. 1373, 1378). According to Professor Newberg: "No general rule can be articulated
24 on what is a reasonable percentage of a common fund . . . Usually 50 per cent of the fund is the upper
25 limit on a reasonable fee award from a common fund, in order to assure that fees do not consume a
26 disproportionate part of the recovery obtained for the class, though somewhat larger percentages are
27 not unprecedented." (*Newberg on Class Actions* (4th ed.), § 14.6). Class Counsel's requested fee is
28 reasonable and falls within the historical range of attorneys' fee awards under the common fund theory.

1 Based on Class Counsel's showing of reasonableness, the Court should approve the requested fees
2 pursuant to the common fund approach.

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

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

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

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

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

15 From the outset of the Action to the present, prosecution of this matter has involved significant
16 financial risk for Class Counsel. Class Counsel undertook this matter on a contingent basis, with no
17 guarantee of recovery, and placed its own resources at risk to prosecute the Action. The risks were
18 substantial. Class certification would likely have been hard fought, particularly given Defendants'
19 contention that individual issues would predominate and its arbitration-agreement defenses.
20 (Blanchard Decl., ¶ 23). Even if Plaintiff prevailed at class certification, proving liability and damages
21 would have required extensive document review, contact with Class Members, and declarations at
22 substantial expense, and any trial victory could have been delayed by appeals. (Blanchard Decl., ¶ 24).
23 Despite these risks, Class Counsel obtained a \$1,328,035.50 non-reversionary Settlement for the
24 benefit of Class Members, PAGA Group Members, and the State of California. (Blanchard Decl., ¶¶
25 12, 25).

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

27 Class Counsel has substantial experience in complex wage-and-hour class action and PAGA
28 litigation. (Blanchard Decl., ¶¶ 28-29). Class Counsel's skill in developing the factual record,
evaluating the strengths and weaknesses of the claims, and negotiating with experienced defense
counsel was essential to achieving the Settlement. (Blanchard Decl., ¶¶ 18-20). Through its skill and
reputation, Class Counsel obtained a Settlement that provides meaningful monetary relief, including

1 a guaranteed Total Settlement Amount of \$1,328,035.50, while avoiding the risks, expense, and delay
2 of continued litigation through certification, trial, and possible appeal. (*See generally* Blanchard
3 Decl.).

4 **E. The Results Achieved**

5 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
6 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the absence
7 of any objections to either the Settlement or Class Counsel's request for fees, both of which were
8 disclosed in the Class Notice. As of the date of this Motion, Class Members are estimated to receive
9 an average gross Class Member Payment of approximately \$996.27 each, which is intended to
10 compensate them for the alleged wage-and-hour violations at issue in the Action. (Blanchard Decl., ¶
11 14). This is a significant benefit for the Class Members, particularly because the Settlement represents
12 a recovery for highly disputed claims. Equally important, the State of California will receive \$45,000,
13 representing seventy-five percent (75%) of the PAGA Civil Penalties, for education and enforcement
14 purposes. (*Id.*, ¶ 36).

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

21 **F. Preclusion of Other Employment**

22 As California law recognizes, Class Counsel's commitment to this litigation should not be
23 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
24 attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See*
25 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
26 additional work that was available, and which Class Counsel had to forego in order to devote the time
27 necessary to pursue this litigation. (Blanchard Decl., ¶ 28).

28 ///

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

2 Fee calculations under the lodestar method would result in a similar award, demonstrating the
3 fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is
4 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
5 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
6 various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel's hourly rates are summarized
7 in the Blanchard Declaration a Paragraphs 29-31.

8 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the
9 relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Blanchard
10 Decl., ¶ 30). As a practical matter, few, if any, employees pay attorneys' fees on an hourly basis for
11 such extensive litigation, and retainer agreements in such cases are generally based on a stepped-up
12 contingency fee. (Ibid). Therefore, there is no customary hourly billing rate for work that is routinely
13 based on a contingent-fee relationship, but the nature of class action work should be strongly
14 considered by the Court. (Ibid). Wage-and-hour class and PAGA work presents a specialized and
15 challenging area of law that is not within the knowledge of many lawyers. (Ibid). This kind of class
16 action work requires specialized learning and the willingness to take substantial risks. (Ibid).

17 Class Counsel has spent approximately 337 total hours litigating these claims to date.⁴
18 (Blanchard Decl., ¶ 30). Class Counsel expects to spend another 10 hours in connection with the final
19 approval process (including preparing for and attending the Final Approval Hearing, and managing
20 the Settlement through its conclusion, including anticipated communications with defense counsel, the
21 Settlement Administrator, our client, and Class Members). (*Id.*, ¶ 31). In addition to time spent during
22 litigation, reasonable hours also include the time spent before the Action was filed, including time
23 spent interviewing the client, investigating the facts and the law, preparing the initial pleadings, as
24 well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award

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26 ⁴ 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 should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982)
2 32 Cal .3d 621, 639 ("Serrano IV")). Based on the rates of Class Counsel, the total fees incurred to
3 date are \$322,850. (Blanchard Decl., ¶ 30). By the conclusion of this matter, the total fees are
4 estimated to be approximately \$330,350. (*Id.*, ¶ 31).

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

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

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

26 Given the unique reliance of our legal system on private litigants to enforce
27 substantive provisions of law through class and derivative actions, attorneys
28 providing the essential enforcement services must be provided incentives
roughly comparable to those negotiated in the private bargaining that takes
place in the legal marketplace, as it will otherwise be economic for
defendants to increase injurious behavior. It has therefore been urged (most

1 persistently by Judge Richard Posner) that in defining a reasonable fee in
2 such representative actions, the law should mimic the market.

3 In the class action context, that would mean attempting to award the fee that
4 informed private bargaining, if it were truly possible, might have reached.
5 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.

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

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

9 Accordingly, we hold that, in cases in which the value of the class recovery
10 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
11 necessary to ensure that the fee awarded is within the range of fees freely
negotiated in the legal marketplace in comparable litigation.

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

13 In looking at similar cases, including those set forth above, Class Counsel's requested fee
14 comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the
15 collective hours worked in this matter, the requested fee award would represent a 1.4 multiplier of the
current total fee lodestar. In this regard, Class Counsel's fee request is reasonable.

16 **H. No Class Member Objected to the Requested Class Counsel Fees and**
17 **Expenses Payment**

18 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
19 clearly disclosed to each Class Member in the Court-approved Class Notice. (Blanchard Decl., ¶ 33;
20 *See also*, Apex Decl., Exh. A). As of the filing of this Motion, there has not been a single objection
21 to the request for attorneys' fees. (Apex Decl., ¶ 12). It is fair to conclude that the Class approves of,
22 or does not take issue with, the requested attorneys' fee award. Based thereon, Class Counsel's request
23 for thirty-five percent (35%) of the Total Settlement Amount, equaling Four Hundred Sixty-Four
24 Thousand Eight Hundred Twelve Dollars and Forty-Three Cents (\$464,812.43), should be granted.

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

26 Class Counsel seeks reimbursement of a total amount of Thirty-Five Thousand Six Hundred
27 Eighty-Three Dollars and Eighty Cents (\$35,683.80) in costs and expenses in this matter, which
28 includes reasonable future costs for filing the Motion. (Blanchard Decl., ¶ 32 & Exh. 4). All costs

1 and expenses were reasonably incurred in prosecution of this matter.

2 **VIII. THE REQUESTED CLASS REPRESENTATIVE PAYMENT TO PLAINTIFF**
3 **IS REASONABLE**

4 The named Plaintiff should be awarded a Class Representative Payment in the amount of Ten
5 Thousand Dollars (\$10,000) for his services as the Class Representative and the risks he undertook in
6 connection with that role. (Blanchard Decl., ¶ 34). Class representative payments in wage-and-hour
7 cases commonly compensate class representatives for their efforts in assisting counsel, participating
8 in the litigation, and undertaking the risks associated with serving as a named plaintiff. (Ibid). Courts
9 also recognize that class representatives may be compensated for the expense or risk incurred in
10 conferring a benefit on other class members. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*
11 (2010) 186 Cal.App.4th 399, 412; see also *Clark v. American Residential Services LLC* (2009) 175
12 Cal.App.4th 785, 804). Here, the requested Class Representative Payment is modest, reasonable, and
13 should be approved.

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

21 The requested award for Plaintiff is also reasonable given the financial and personal risks he
22 undertook in commencing the Action, and in light of the benefits his actions conferred upon the Class.
23 (Leon Decl., ¶¶ 10-12; see also *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp.
24 294, 299-300). Additionally, in considering a requested class representative enhancement award,
25 courts may consider the risks undertaken by the named plaintiff, including potential reputational or
26 employment-related risks. Here, Plaintiff undertook the risks associated with serving as the named
27 plaintiff in a wage-and-hour class and PAGA action against his former employee.

1 In sum, Plaintiff performed considerable services on behalf of the Class during the litigation.
2 (Leon Decl., ¶¶ 3-4, 10-12). Plaintiff sought legal advice, consulted with Class Counsel about his
3 work experiences and the litigation, investigated class and representative actions on his own, and
4 regularly conferred with his attorneys regarding the case. (Leon Decl., ¶¶ 3-4). He also searched for
5 and provided documents concerning his employment, answered counsel's questions about those
6 documents, provided information regarding BIGHORN's practices and the duties of other hourly-paid
7 and/or non-exempt employees, and assisted counsel in developing litigation strategy. (Leon Decl., ¶
8 4). Plaintiff understood that any class-wide resolution must be designed in the best interests of the
9 Class as a whole, and he considered the interests of the Class and put them before his own personal
10 interests throughout the litigation. (Leon Decl., ¶ 10). For these reasons, the requested Class
11 Representative Payment is fair, reasonable, and should be approved. (*See*, generally, Leon Decl.).

12 In contrast, without taking on any of the risks incurred by Plaintiff or devoting the time Plaintiff
13 spent litigating this matter, Class Members who do not request exclusion will automatically be issued
14 a payment for their claims. It appears that Class Members recognize the requested Class
15 Representative Payment is justified because, since the Class received notice of the requested payment,
16 no one has objected to the request. Thus, the Class Representative Payment to Plaintiff is warranted
17 to compensate him for his time and effort, the responsibility associated with serving as the Class
18 Representative, and the risks he assumed in that role.

19 **IX. THE REQUESTED SETTLEMENT ADMINISTRATOR'S FEES AND**
20 **EXPENSES ARE REASONABLE**

21 In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved,
22 Settlement Administrator's Fees and Expenses not to exceed Twelve Thousand Dollars (\$12,000).
23 (Blanchard Decl., ¶ 35). Apex Class Action Administrators is the approved Settlement Administrator.
24 (Ibid.) It is an experienced class administrator and has adequately performed the administration tasks
25 required by the Preliminary Approval Order. Apex's actual costs to administer the Settlement are
26 Twelve Thousand Dollars (\$12,000). (Blanchard Decl., ¶ 35). Based thereon, the requested Settlement
27 Administrator's Fees and Expenses should be approved.

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

1 Pursuant to California Labor Code section 2699(s)(2), the Superior Court shall review and
2 approve the settlement of penalties sought under PAGA. (Cal. Lab. Code, § 2699(l)). For all of the
3 reasons stated above, the Settlement is fair, reasonable, and adequate, and should be approved. As part
4 of the Settlement, Defendants have agreed to allocate Sixty Thousand Dollars (\$60,000) from the Total
5 Settlement Amount to the PAGA Civil Penalties, of which Forty-Five Thousand Dollars (\$45,000),
6 representing seventy-five percent (75%) of the PAGA Civil Penalties, will be paid to the LWDA for
7 education and enforcement purposes. (Blanchard Decl., ¶ 36; Settlement Agreement, § III.C.3).

8 It is extremely common in approved wage and hour class action cases that settle that only a
9 small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to
10 class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
11 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
12 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
13 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
14 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
15 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
16 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
17 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
18 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
19 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
20 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
21 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
22 in these approved settlements, the parties generally maximized statutory penalties and minimized
23 PAGA penalties to focus on claims to the Class Members, the persons who allegedly suffered the
24 California Labor Code violations. (Blanchard Decl., ¶ 37).

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

26 California law vests the Court with broad discretion in fashioning an appropriate notice
27 program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
28 74). To protect the rights of absent class members, the parties must provide class members with the

1 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
2 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
3 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
4 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
5 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
6 the action and afford them an opportunity to present their objections"])). The content and method of
7 the notice should be designed to apprise the class members of the terms of the proposed settlement
8 and of the class members' rights regarding the settlement. (See *Mullane, supra*, 339 U.S. at 314;
9 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
10 F. Supp. 364, 378).

11 The Class Notice approved by the Court met these requirements: it identified the Parties and
12 described the Action, the Class, the Total Settlement Amount, the proposed method for distribution of
13 the Total Settlement Amount, the amounts proposed to be paid as the Class Representative Payment
14 to Plaintiff, the Settlement Administrator's Fees and Expenses to the Settlement Administrator, and
15 the Class Counsel Fees and Class Counsel Litigation Expenses to Class Counsel. (Blanchard Decl., ¶
16 38; see also Apex Decl., Exh. A thereto). The Class Notice described the proposed Settlement with
17 enough specificity to allow each Class Member to make an informed choice whether to participate in
18 the Settlement, object to the Settlement, or request exclusion from the Class Settlement. (Ibid). The
19 Class Notice also provided the date and time of the Final Approval Hearing and informed Class
20 Members how to obtain additional information about the Settlement. (Ibid).

21 XII. CONCLUSION

22 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
23 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
24 attorneys' fees to Class Counsel of \$464,812.43; (2) the requested reimbursement of actual litigation
25 costs and expenses to Class Counsel of \$35,683.80; (2) the requested Class Representative Payment
26 to Plaintiff of \$10,000; and (4) the requested Settlement Administrator's Fees and Expenses to the
27 Settlement Administrator of \$12,000. Plaintiff further requests that the Court permit the filing of a
28 consolidated memorandum that exceeds the page limit.

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Dated: September 2, 2026

Respectfully submitted,

BLACKSTONE LAW, APC

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