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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GREGORIO PINEDA, individually and on behalf of others similarly situated, Plaintiff, vs. ORTHOPAEDIC HOSPITAL dba ORTHOPAEDIC INSTITUTE FOR CHILDREN AND LUSKIN ORTHOPAEDIC INSTITUTE FOR CHILDREN, a California Nonprofit Corporation; ORTHOPAEDIC HOSPITAL MEDICAL GROUP, INC., a California Corporation; ORTHOPAEDIC INSTITUTE FOR CHILDREN AMBULATORY SURGERY CENTER, LLC, a California Limited Liability Company; ORTHOPAEDIC INSTITUTE FOR CHILDREN FOUNDATION, a California Nonprofit Corporation; and DOES 1 through 25, inclusive, Defendants.	Case No.: 24STCV01618 [Consolidated with Case Nos. 24STCV07307, 24STCV03460, and 24STCV10042] Honorable Elihu M. Berle Department 6 **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEYS' FEES AND COSTS, ENHANCEMENT PAYMENTS, AND SETTLEMENT ADMINISTRATION COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** Date: May 21, 2026 Time: 9:00 a.m. Dept: 6 Complaint Filed: January 19, 2024 Trial Date: Not Set

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Attorneys for Plaintiff CHARLES WILKINS and the Class

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on **May 21, 2026 at 9:00 a.m.** in Department 6 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and California Labor Code section 2699(l), Gregorio Pineda and Charles Wilkins (together, "Plaintiffs") will and hereby do move the Court for an Order granting final approval of the proposed class action and Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA") settlement between Plaintiffs and Defendants Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children; Orthopaedic Hospital Medical Group, Inc.; Orthopaedic Institute for Children Ambulatory Surgery Center, LLC; and Orthopaedic Institute for Children Foundation (collectively, "Defendants").

Plaintiffs request that the Court enter an Order:

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

2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together, "Settlement Agreement" or "Settlement"), including payment by Defendant of the Gross Settlement Amount of One Million Nine Hundred Fifty Thousand Dollars and Zero Cents ($1,950,000.00) equal to the amounts to pay (1) the Settlement Class Members and PAGA Employees pursuant to the terms of the Settlement; (2) the Court-approved Attorneys' Fees and Costs; (3) the Court-approved Enhancement Payments; (4) the Court-approved Settlement Administration Costs; and (5) the Court-approved payment to the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA;

3. Approving Class Counsel's request for thirty-five percent (35%) of the Gross Settlement Amount, i.e., Six Hundred Eighty-Two Thousand Five Hundred Dollars and Zero Cents ($682,500.00) in attorneys' fees, plus reimbursement of actual costs and expenses in the amount of Twenty-Six Thousand Five Hundred Ninety-Six Dollars and Twenty-Four Cents ($26,596.24);

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4. Approving the Enhancement Payments to Plaintiffs in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) each (total, $20,000.00) in recognition of their services to the Class Members;

5. Approving the Settlement Administration Costs to ILYM Group, Inc. in the amount of Nine Thousand Dollars and Zero Cents ($9,000.00); and

8. 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 (Jasmine Y. Kianfard and David D. Bibiyan), the Class Representatives (Gregorio Pineda and Charles Wilkins), and the Settlement Administrator (Cassandra Polites 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: March 17, 2026

BLACKSTONE LAW, APC

By: */s/ Jasmine Y. Kianfard*
Jasmine Y. Kianfard
Attorneys for Plaintiff Pineda
and the Class

Dated: March 17, 2026

BIBIYAN LAW GROUP, P.C.

By: */s/ Vedang Patel*
Vedang Patel
Attorneys for Plaintiff Wilkins and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Gregorio Pineda ("Plaintiff Pineda") and Charles Wilkins ("Plaintiff Wilkins") ("Plaintiffs" or "Class Representatives") seek final approval of the class action settlement reached with Defendants Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children; Orthopaedic Hospital Medical Group, Inc.; Orthopaedic Institute for Children Ambulatory Surgery Center, LLC; and Orthopaedic Institute for Children Foundation (collectively, "Defendants"). Subject to Court approval, Plaintiffs and Defendants (collectively, the "Parties") have entered into the Joint Stipulation of Class Action and PAGA Settlement ("Original Agreement") and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement ("Amendment No. 1") (together, "Settlement Agreement" or "Settlement") for a total amount of One Million Nine Hundred Fifty Thousand Dollars and Zero Cents ($1,950,000.00) ("Gross Settlement Amount"). (*See* Declaration of Jasmine Y. Kianfard in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs ["Kianfard Decl."], ¶ 22).

The Court conditionally certified, for settlement purposes only, the Class defined as: "All current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period" ("Class" or "Class Members"). (Original Agreement, ¶ 15.b; Kianfard Decl., ¶ 21). The "Class Period" is defined as the period from January 19, 2020 through August 31, 2025. (Amendment No. 1, ¶ A; Kianfard Decl., ¶ 21). The "Settlement Class Members" consist of all Class Members who did not submit a timely and valid Request for Exclusion. (Original Agreement, ¶ 15.mm; Kianfard Decl., ¶ 21). The "PAGA Employees" consist of "all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period." (Original Agreement, ¶ 15.y; Kianfard Decl., ¶ 22). The "PAGA Period" is defined as the period from January 19, 2023 through August 31, 2025. (Amendment No. 1, ¶ B; Kianfard Decl., ¶ 21).

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As discussed herein, the proposed Settlement satisfies all the criteria for final settlement approval under California law because it is fair, adequate, and reasonable. (Kianfard Decl., Exh. 1 and Exh. 2; *See also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 180 l).

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

Plaintiffs seek the Court's approval of an attorneys' fee award of thirty-five percent (35%) of the Gross Settlement Amount, equaling Six Hundred Eighty-Two Thousand Five Hundred Dollars and Zero Cents ($682,500.00), plus reimbursement of actual litigation costs and expenses in the amount of Twenty-Six Thousand Five Hundred Ninety-Six Dollars and Twenty-Four Cents ($26,596.24) (together, "Attorneys' Fees and Costs"). Class Counsel's request for an award of attorneys' fees and costs is reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter, the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

Plaintiffs also request the Court's approval of the amounts to be paid to Plaintiffs in the amounts of Ten Thousand Dollars and Zero Cents ($10,000.00) each (total, $20,000.00) ("Enhancement Payment(s)") for their services on behalf of the Class. (*See* Declaration of Plaintiff Gregorio Pineda in Support of Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs ["Pineda Decl."] filed concurrently herewith). Courts approve incentive awards to plaintiffs when justified and appropriate to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Riclifield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

Finally, Plaintiffs request that the Court approve the payment of Nine Thousand Dollars and Zero Cents ($9,000.00) ("Settlement Administration Costs") to ILYM Group, Inc. ("ILYM" or "Settlement Administrator") as compensation for its administration services it has and will provide in connection with the Settlement.

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

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendants operate The Luskin Orthopaedic Institute for Children in Los Angeles, a children's orthopedic clinic, urgent care and ambulatory surgery center, and pharmacy. Plaintiff Pineda was employed by Defendants as an hourly-paid, non-exempt Environmental Services Technician from approximately February 2021 to approximately December 2023. (Pineda Decl., ¶ 2). Plaintiff Wilkins was employed by Defendants as an hourly-paid, non-exempt lead for janitorial employees from approximately June 2020 to approximately February 2024.

On January 16, 2024, Plaintiff Pineda provided written notice to the Labor and Workforce Development Agency ("LWDA") by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendants ("Pineda PAGA Letter"). (Kianfard Decl., ¶ 3).

On January 19, 2024, Plaintiff Pineda filed a Class Action Complaint ("Pineda Class Operative Complaint") in the action entitled *Gregorio Pineda v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court Case No. 24STCV01618 ("Pineda Class Action"), thereby commencing a putative class action against Defendants. (*Id.*, ¶ 3).

On February 9, 2024, Plaintiff Wilkins provided written notice to the LWDA by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendants ("Wilkins PAGA Letter") (together, the Pineda PAGA Letter and Wilkins PAGA Letter are referred to as the "PAGA Letters"). (*Id.*, ¶ 4).

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On February 9, 2024, Plaintiff Wilkins filed a Class Action Complaint for Damages ("Wilkins Class Operative Complaint") in the action entitled *Charles Wilkins v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court Case No. 24STCV03460 ("Wilkins Class Action"), thereby commencing a putative class action against Defendants. (*Id.*, ¶ 5).

On March 22, 2024, Plaintiff Pineda filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* ("Pineda PAGA Operative Complaint") in the action entitled *Gregorio Pineda v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court Case No. 24STCV07307 ("Pineda PAGA Action"), which alleged one cause of action under the California Labor Code Private Attorney General Act of 2004 ("PAGA") against Defendants. (*Id.*, ¶ 6).

On April 22, 2024, Plaintiff Wilkins filed a Complaint Under the Labor Code Private Attorneys' General Act of 2004 for Civil Penalties Under Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1 and 2699 ("Wilkins PAGA Operative Complaint) in the action entitled *Charles Wilkins v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children*, Los Angeles County Superior Court Case No. 24STCV10042 ("Wilkins PAGA Action"), which alleged one cause of action under PAGA against Defendants. (*Id.*, ¶ 6).

On May 24, 2024, Defendants filed a Motion to Compel Arbitration and supporting documents in the Pineda Class Action. (*Id.*, ¶ 8). On July 16, 2025, Plaintiff Pineda filed an Opposition to Defendants' Motion to Compel Arbitration and supporting documents. (Ibid). On July 30, 2024, Defendants filed a Reply to Plaintiff Pineda's Opposition and supporting documents. (Ibid). On August 5, 2024, August 6, 2024, and August 21, 2024, Plaintiff Pineda filed additional documents in support of his Opposition. (Ibid). On October 1, 2024, the Court entered an Order, which denied Defendants' Motion to Compel Arbitration. (Ibid).

On June 27, 2024, Defendants filed a Motion to Compel Arbitration of the Individual PAGA Claim and to Stay the Remainder of the Action ("Motion to Compel PAGA") and supporting documents in the Pineda PAGA Action. (*Id.*, ¶ 9). On September 11, 2024, Plaintiff Pineda filed an

Opposition to Defendants' Motion to Compel PAGA and supporting documents. (Ibid). On September 17, 2024, Defendants filed a Reply to Plaintiff Pineda's Opposition and supporting documents. (Ibid). On October 3, 2024, the Court entered an Order, which related the Pineda Class Action and Pineda PAGA Action and took all of the Pineda PAGA Action's hearings off calendar. (Ibid).

On October 17, 2024, the Court ruled the Pineda Class Action, Pineda PAGA Action, Wilkins Class Action, and Wilkins PAGA Action related (collectively, the "Actions"). (*Id*., ¶ 10).

The Pineda Class Operative Complaint, Wilkins Class Operative Complaint (together, "Class Operative Complaints"), Pineda PAGA Operative Complaint, and Wilkins PAGA Operative Complaint (together, "PAGA Operative Complaints") (collectively, the Class Operative Complaints and PAGA Operative Complaints are referred to as the "Operative Complaints") allege causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations. (*Id*., ¶ 11).

On January 27, 2025, Plaintiff Pineda propounded written formal discovery onto Defendants (specifically, Special Interrogatories (Set One)). (*Id*., ¶ 12).

On June 30, 2025, the Parties participated in a formal mediation conducted by Monique Ngo-Bonnici, Esq. ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator's evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. (*Id*., ¶ 13). The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (Ibid).

On September 5, 2025, the Parties executed the Original Agreement. (*Id*., ¶ 14 and Exh. 1).

On October 16, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval") and supporting documents. (*Id.*, ¶ 15).

On October 21, 2025, the Court entered an Order, which consolidated the Actions. (*Id.*, ¶ 16).

On November 19, 2025, the Court held a hearing on the Motion for Preliminary Approval in which the Court ordered the Parties to determine whether the Escalator Clause of the Original Agreement was triggered. (*Id.*, ¶ 17). Pursuant to the Court's direction, the Parties' counsel engaged the Settlement Administrator, ILYM Group, Inc., to calculate the total number of weeks each Class Member worked as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks") to determine whether the Escalator Clause was triggered. (Original Agreement, ¶ 15.nn; Kianfard Decl., ¶ 17).

On December 10, 2025, the Parties executed Amendment No. 1. (*Id.*, ¶ 18 and Exh. 2)

On December 10, 2025, Plaintiffs filed the Supplemental Declaration of Alexandra Rose in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. (*Id.*, ¶ 19).

On January 23, 2026, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminary approving the terms of the Settlement Agreement, the Notice of Class Action Settlement ("Class Notice"), and the proposed administration procedures and associated deadlines. (*Id.*, ¶ 20 and Exh. 3).

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

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of One Million Nine Hundred Fifty Thousand Dollars and Zero Cents ($1,950,000.00), which is exclusive of employer-side payroll taxes.

(Original Agreement, ¶ 15.q; Kianfard Decl., ¶ 22). The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Six Hundred Eighty-Two Thousand Five Hundred Dollars and Zero Cents ($682,500.00); (2) Class Counsel's actual litigation costs and expenses, in the amount of Twenty-Six Thousand Five Hundred Ninety-Six Dollars and Twenty-Four Cents ($26,596.24); (3) Settlement Administration Costs in the amount Nine Thousand Dollars and Zero Cents ($9,000.00); (4) Enhancement Payments in the aggregate amount of Twenty Thousand Dollars and Zero Cents ($20,000.00); and (5) PAGA Amount in the amount of One Hundred Thousand Dollars and Zero Cents ($100,000.00). (Original Agreement, ¶¶ 15.q, 18, 19, 20, and 21; Kianfard Decl., ¶ 22). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately One Million One Hundred Eleven Thousand Nine Hundred Three Dollars and Seventy-Six Cents ($1,111,903.76). (Original Agreement, ¶ 15.v; Kianfard Decl., ¶ 22).

The Settlement does not require Settlement Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share of twenty-five percent (25%) of the PAGA Amount ("Individual PAGA Payment"). (Original Agreement, ¶¶ 15.r and 15.t; Kianfard Decl., ¶ 23). Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members during the Class Period and multiplying the result by each Settlement Class Member's Workweeks worked during the Class Period. (Original Agreement, ¶ 23; Kianfard Decl., ¶ 23). Individual PAGA Payments are calculated by the Settlement Administrator by dividing the amount of the PAGA Employees' 25% share of PAGA Amount ($25,000.00) by the total number of pay periods each PAGA Employee worked for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods") and multiplying the result by each PAGA Employee's Pay Periods worked during the PAGA Period. (Original Agreement, ¶¶ 15.c and 24; Kianfard Decl., ¶ 23).

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Each Individual Settlement Share will be allocated as twenty percent (20%) wages, and eighty percent (80%) penalties, interest, and non-wage damages. (Original Agreement, ¶ 25; Kianfard Decl., ¶ 24). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Original Agreement, ¶ 25; Kianfard Decl., ¶ 24). The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wage portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share ("Individual Settlement Payment"). (Original Agreement, ¶¶ 15.s and 25; Kianfard Decl., ¶ 24). The employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid by Defendants separately and in addition to the Gross Settlement Amount. (Original Agreement, ¶25; Kianfard Decl., ¶ 24). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Original Agreement, ¶ 25; Kianfard Decl., ¶ 24).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Original Agreement, ¶ 43; Kianfard Decl., ¶ 25). Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee. (Original Agreement, ¶ 43; Kianfard Decl., ¶ 25).

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Class Operative Complaints, arising during the Class Period, which shall specifically include claims for Defendants' alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq*. (collectively, "Released Class Claims"). (Original Agreement, ¶¶ 15.ff and 44).

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letters and the PAGA Operative Complaints, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., which shall specifically include claims for Defendants' alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Order (collectively, "Released PAGA Claims"). (Original Agreement, ¶¶ 15.gg and 45).

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from their employment and/or separation of employment with Defendants, which Plaintiffs, at any time up until the execution of the Settlement Agreement, had or claimed to have or may have. (*Id*., ¶ 46). It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. (Ibid). Any and all rights granted under any state or federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. (Ibid). Section 1542 of the California Civil Code reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. (Ibid).

The "Released Parties" means Defendants and their current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. (*Id*., ¶ 15. hh).

V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

On September 12, 2025 and December 10, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2). (Kianfard Decl., ¶ 26). The LWDA has not objected or otherwise responded to the submissions. (Ibid).

VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL

A. The Legal Standard for Final Approval

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

B. The Settlement Should be Finally Approved

California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am. Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations were at all times made at arm's-length and were adversarial. (Kianfard Decl., ¶ 27). The Parties engaged in extensive informal discovery prior to reaching a settlement. (*Id*., ¶ 28).

C. The Settlement is Fair and Reasonable

Courts typically assess the status of discovery in determining whether a class action settlement agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation, Defendant produced a random thirty-three percent (33%) sampling of putative class members' time and pay records as well as Defendants' relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. (Kianfard Decl., ¶ 28). This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (Ibid). Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

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Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. (Kianfard Decl., ¶ 30). At all times, Plaintiffs were willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. (Ibid). Additionally, settlement negotiations were conducted by highly capable and experienced counsel. (Ibid). Class Counsel are respected members of the California State Bar with strong records of vigorous and effective advocacy and are experienced in handling complex wage and hour class action litigation. (Ibid). Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

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

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

Class Counsel are aware of Defendants' defenses and arguments and have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication. (Kianfard Decl., ¶ 32). Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted in the Actions, Defendants' defenses, and the difficulties in establishing entitlement to monetary recovery. (Ibid). Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and employment matters. (Ibid).

Defendants denied and continue to deny any liability and wrongdoing of any kind associated with the claims alleged in the Actions, and further deny that class certification is appropriate for any purpose other than the Settlement. (*Id.*, ¶ 33). Defendants believe that they would ultimately prevail in the Actions. (Ibid). Defendants proffered defenses to both certification and to the merits of Plaintiffs' claims. (Ibid). Defendants contended that Plaintiffs' claims are not suitable for class certification because individual issues would predominate should this case go to trial. (Ibid). As with all class actions, these complex cases raise difficult management and proof issues and, accordingly, there is a significant risk that the Court may deny class certification. (Ibid).

Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. (*Id.*, ¶ 34). In order to prove liability and damages, Class Counsel would need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them, and obtain declarations at great expense. (Ibid). Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. (Ibid). On the other hand, Defendants would likely be able to obtain the cooperation of their employees. (Ibid). Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

In light of the Parties' respective legal positions and the risks of continued litigation, the Gross Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable. (*Id.*, ¶ 35).

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

Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e., $682,500.00) for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling Twenty-Six Thousand Five Hundred Ninety-Six Dollars and Twenty-Four Cents ($26,596.24) incurred in the prosecution of the Actions. (Kianfard Decl., ¶ 36); Declaration of David D. Bibiyan in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs ["Bibiyan Decl."], ¶ 18). The requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. (Ibid).

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

Courts have long recognized the "common fund" or "common benefit" doctrine, under which attorneys who create a common fund or benefit for a group of persons may be awarded their fees and costs to be paid out of the fund. (*See Serrano v. Priest ("Serrano III")* (1977) 20 Cal.3d 25, 34, quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees' Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995) 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

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

> Where the lawsuit results in the recovery of a fund or property benefiting others as well as plaintiff (e.g., a class action), the court has inherent equitable power to order plaintiffs attorney fees paid out of the common fund or property [citations]. Such fee spreading assures that all of those benefited by the litigation pay their fair share of obtaining the recovery.

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

Cal. 3d at 35).

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

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

The Supreme Court noted that several courts have expressed frustration with the alternative "lodestar" approach for deciding fee awards, which usually involves wading through voluminous and often indecipherable time records. (*Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th at 503; *see Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373, 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources. (*In re Activision Sec. Litig*., 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the percentage of the common fund approach to determine the award of attorney's fees. (*Lealao*, 82 Cal.App.4th at 30-31; *see e.g., In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79 (approving attorney's fee of 33%)).

A fee of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $682,500.00.00) is easily within the range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig*., 723 F. Supp. at 1378). According to Professor Newberg: "No general rule can be articulated on what is a reasonable percentage of a common fund…Usually 50 per cent of the fund is the upper limit on a reasonable fee award from a common fund, in order to assure that fees do not consume a disproportionate part of the recovery obtained for the class, though somewhat larger percentages are not unprecedented." (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel's requested fee is reasonable and falls well within the historical range of attorney's fee awards under the common fund theory. Based on Class Counsel's showing of reasonableness, the Court should approve the requested fees pursuant to the common fund approach.

B. The Circumstances of this Case Support a Thirty-Five Percent (35%) Fee Award

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

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

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

C. The Contingent Nature of This Matter

From the outset of the Actions to the present, prosecution of this matter has involved significant financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. Class Counsel has placed their own resources at risk to prosecute this matter with no guarantee of success. The risks of this matter are apparent in that class certification would likely have been a hard-fought issue, especially given the uncertainty regarding certification of cases such as this. Moreover, even if class certification were granted over Defendants' opposition, there was no assurance that Plaintiffs would succeed at trial. (Kianfard Decl., ¶¶ 32-34). Despite such challenges, Class Counsel was able to persuade Defendants that they faced significant liability exposure such that they were willing to pay $1,950,000.00 to settle the Class Members' claims.

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

Class Counsel has substantial experience in wage-and-hour and other class action litigation, including litigation involving the legal issues in this matter. (Kianfard Decl., ¶¶ 39 and 40; Bibiyan Decl., ¶¶ 2-14). Class Counsel's skill in developing a factual record and convincing Defendants of their litigation exposure under California law was essential to achieving the Settlement. Through their skill and reputation, Class Counsel was able to obtain a settlement that provides an outstanding result for Class Members. (*See generally* Kianfard Decl.).

E. The Results Achieved

The excellent results achieved by the Settlement support Class Counsel's request for attorneys' fees. Equally important is the fact that the State of California will receive $75,000.00 for enforcement of labor laws and education of employers. (*Id*., ¶ 46).

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

F. Preclusion of Other Employment

As California law recognizes, Class Counsel's commitment to this litigation should not be assessed in a vacuum. (*See Serrano, supra,* 20 Cal.3d at 49). A relevant factor in determining attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See ibid*). Class Counsel had to consider their 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. (Kianfard Decl., ¶ 38).

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 111, supra,* 20 Cal.3d at 48). Class Counsel's hourly rates are summarized in the Kianfard Decl. at ¶¶ 39-40 and Bibiyan Decl. at ¶ 17.

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. (Kianfard Decl., ¶ 40). 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).

Class Counsel has spent approximately 733.40 total hours litigating these claims to date.[1] (Kianfard Decl., ¶ 40; Bibiyan Decl., ¶ 17). Class Counsel expects to spend another 10 hours in connection with the final approval process (including preparing for and attending the Final Approval Hearing, and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our clients, and Class Members). (Kianfard Decl., ¶ 41). In addition to time spent during litigation, reasonable hours also include the time spent before the Actions were filed, including time spent interviewing the clients, investigating the facts and the law, preparing the initial pleadings, as well as litigating the cases. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982) 32 Cal .3d 621, 639 ("*Serrano IV*")). Based on the

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

rates of Class Counsel, the total fees incurred to date are $580,727. (Kianfard Decl., ¶ 40; Bibiyan Decl., ¶ 17). By the conclusion of this matter, the total fees are estimated to be approximately $586,227. (Kianfard Decl., ¶ 41)

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

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

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

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

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

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

> [T]rial judges need the flexibility *Serrano III* provides, as it enables them to relate fee awards to the economic realities that determine the efficacy of the private enforcement contemplated by our civil justice system.
> Accordingly, we hold that, in cases in which the value of the class recovery can be monetized with a reasonable degree of certainty and it is not otherwise inappropriate, a trial court has discretion to adjust the basic lodestar through the application of a positive or negative multiplier where necessary to ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation.

(*Id.* at 49-50).

In looking at similar cases, including those set forth above, Class Counsel's requested fee comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the collective hours worked in this matter, the requested fee award would represent a modest multiplier of 1.18 over the current total fee lodestar. In this regard, Class Counsel's fee request is reasonable.

H. Plaintiffs' Cost Request is Reasonable

Class Counsel seeks reimbursement of a total amount of Twenty-Six Thousand Five Hundred Ninety-Six Dollars and Twenty-Four Cents ($26,596.24) in costs and expenses in this matter, which includes reasonable future costs for filing the Motion. (Kianfard Decl., ¶ 42 and Exh. 5; Bibiyan Decl., ¶ 18 and Exh. 1). All costs and expenses were reasonably incurred in prosecution of this matter.

VIII. THE REQUESTED ENHANCEMENT PAYMENTS TO PLAINTIFFS ARE REASONABLE

The named Plaintiffs should be awarded Enhancement Payments in the amounts of Ten Thousand Dollars and Zero Cents ($10,000.00) each (total, $20,000.00) for their services as the Class Representatives and the risks in connection with that role. (Kianfard Decl., ¶ 44). Enhancement awards in wage and hour cases typically range from $5,000.00 to $20,000.00, although some awards are higher. (Ibid). Often, multiple class representatives receive awards in the above range. (*See e.g.*, *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of $10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir.

1974) ["We also think there is something to be said for rewarding those drivers who protect and help to bring rights to a group of employees who have been the victims of discrimination."]). Here, the requested Enhancement Payments are modest, reasonable, and should be approved.

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

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

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

In contrast, without having to take on any of the risk incurred by Plaintiffs or time spent by Plaintiffs in litigating this matter, Settlement Class Members will automatically be issued a payment for their claims. Thus, the Enhancement Payments to Plaintiffs are warranted to compensate them for their time and effort, the fear and stress associated with assuming the responsibility of serving as the Class Representatives, and the concrete risks they assumed as the Class Representatives.

IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE

In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved, Settlement Administration Costs not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00). (Kianfard Decl., ¶ 45). ILYM Group, Inc. is the approved Settlement Administrator. (Ibid). It is an experienced class administrator and has adequately performed the administration tasks required by the Preliminary Approval Order. ILYM Group, Inc.'s *actual* costs to administer the Settlement are only Nine Thousand Dollars and Zero Cents ($9,000.00). (Ibid). Based thereon, the requested costs should be approved.

X. THE PROPOSED LWDA ALLOCATION IS REASONABLE

Pursuant to California Labor Code Section 2699(s)(1), the Superior Court shall review and approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code § 2699(s)(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and should be approved. As part of the Settlement, Defendants have agreed to pay One Hundred Thousand Dollars and Zero Cents ($100,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which the payment of Seventy-Five Thousand Dollars and Zero Cents ($75,000.00) (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes. (Kianfard Decl., ¶ 46).

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

Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving $10,000 in PAGA penalties out of a total settlement amount of $900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving $10,000 in PAGA penalties out of a total settlement amount of $1,250,000]; *Franco v. Ruiz Food Prods*. (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $6,900,000]). Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations. (Kianfard Decl., ¶ 47).

XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE

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

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The Class Notice approved by the Court met these requirements: it identified the Parties and described the Actions, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payments to Plaintiffs, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. (Kianfard Decl., ¶ 48). The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. (Ibid). It also explained how and when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class Notice provided the date for the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement. (Ibid).

XII. CONCLUSION

For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested attorneys' fees to Class Counsel of $682,500.00; (2) the requested reimbursement of actual costs and expenses to Class Counsel of $26,596.24; (3) the requested Enhancement Payments to Plaintiffs of $10,000.00 each (total, $20,000.00); and (4) the requested Settlement Administration Costs to the Settlement Administrator of $9,000.00; and permit the filing of a memorandum that exceeds the page limit.

Respectfully submitted,

Dated: March 17, 2026

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Dated: March 17, 2026

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