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

GREGORY MEADE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PUMPKIN CITY'S PUMPKIN FARM INC.,
a California corporation; and DOES 1 through
100,

Defendants.

Case No. 30-2024-01382083-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
David A. Hoffer, Dept. CX103]*

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT AWARD**

Date: June 20, 2025
Time: 10:00 a.m.
Dept.: CX103

Action Filed: February 27, 2024
Trial Date: None Set

PLEASE TAKE NOTICE that on June 20, 2025, at 10:00 a.m., or as soon thereafter as the matter may be heard in Department CX103 of the Orange County Superior Court, located at 751 W Santa Ana Blvd, Santa Ana, California 92701, Plaintiff Gregory Meade, as an individual and on behalf of a class of similarly situated individuals, will and hereby does move this Court for entry of an Order pursuant to California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court:

1. Confirming the certification of the Settlement Class for settlement purposes under California Code of Civil Procedure § 382;
2. Confirming the appointment of Plaintiff Gregory Meade as the Class Representative for settlement purposes;
3. Confirming the appointment of Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Aden M. Khachadoorian of Haines Law Group, APC, and Joseph Tojarieh of Stonebrook Law as Class Counsel for settlement purposes;
4. Granting final approval of the Stipulation of Settlement (“Settlement Agreement” or “Settlement”);
5. Approving an award of \$75,000.00 in attorneys’ fees to Class Counsel;
6. Approving an award of \$7,806.57 in actual litigation costs reimbursement to Class Counsel;
7. Approving an award of \$13,490.00 in costs to Apex Class Action Administration (“Apex”) for its settlement administration services;
8. Approving a Class Representative Enhancement Award of \$5,000.00 to Plaintiff Gregory Meade for his service as the Class Representative;
9. Approving an award of \$10,000.00 for civil penalties under the Private Attorneys General Act (“PAGA”), \$7,500.00 of which will be paid to the California Labor and Workforce Development Agency (“LWDA”); and
10. Entering final judgment in the form of the [Proposed] Order Granting Plaintiff’s Motion for Final Approval of Class Action and PAGA Action Settlement, Attorneys’ Fees and

Costs, and Class Representative Enhancement Award, and Final Judgment (the “[Proposed] Judgment and Order”) submitted herewith.

This Motion is made on the following grounds: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes only under Code of Civil Procedure § 382; (2) Plaintiff and Class Counsel continue to be adequate representatives of the Settlement Class; (3) the Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the requested awards of attorneys’ fees and costs, Class Representative Enhancement Award, LWDA payment for its share of PAGA penalties, and settlement administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the [Proposed] Judgment and Order submitted concurrently herewith should be entered so as to give finality to, and allow for disbursements from, the Settlement.

This Motion is based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, Aden M. Khachadorian, Joseph Tojarieh, Plaintiff Gregory Meade,¹ and Madely Nava of Apex, and the exhibits attached thereto; the Settlement Agreement; all other pleadings and papers on file in this action; and on any further oral or documentary evidence or argument presented at the time of hearing.

Dated: June 2, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By: 
Matthew K. Moen
Attorneys for Plaintiff

¹ Plaintiff Gregory Meade previously submitted his declaration in support of preliminary settlement approval on October 4, 2024. For the convenience of the Court, Plaintiff is re-submitting his declaration with the current filing.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Gregory Meade (“Plaintiff”) hereby submits this Memorandum of Points and
4 Authorities in support of his Motion for Final Approval of this Class Action and PAGA Action
5 Settlement (the “Settlement”)² on behalf of all current and former non-exempt employees who
6 worked for Defendant Pumpkin City’s Pumpkin Farm Inc. (“Defendant”) in California between
7 February 27, 2020 and September 23, 2024 (the “Class Period”). Plaintiff and Defendant are
8 referred to collectively as “the Parties.”

9 This is a \$225,000.00 non-reversionary Settlement, in which all participating Settlement
10 Class members will automatically receive payments without the need to submit a claim form. This
11 results in average Individual Settlement Payments of approximately \$155.54 to each of the 731
12 participating Settlement Class members, with the highest Individual Settlement Payment expected
13 to be approximately \$1,755.66, and the lowest Individual Settlement Payment expected to be
14 approximately \$2.71. *See* Declaration of Madely Nava (“Nava Decl.”), ¶¶ 14, 16. Further, this
15 Settlement provides additional consideration to the State of California and 334 PAGA Aggrieved
16 Employees for settlement of Plaintiff’s claim for civil penalties under PAGA. *Id.*, ¶ 18. This
17 results in average payments to the PAGA Aggrieved Employees of approximately \$7.49, with the
18 highest Individual PAGA Payment expected to be approximately \$73.42, and the lowest
19 Individual PAGA Payment expected to be approximately \$1.79. *Id.* This is a fair and reasonable
20 resolution of the disputed wage and hour claims at issue in this case considering the significant
21 litigation risks that Plaintiff faced and Defendant’s precarious financial condition. After receiving
22 notice of the Settlement and estimated Individual Settlement Payments, zero Settlement Class
23 members objected to the Settlement and only one Settlement Class member opted out from
24 participation, resulting in a 99.86% participation rate. *Id.*, ¶¶ 11-14.

25 As explained below, the Court should grant Plaintiff’s Motion in its entirety because:
26 (1) the Settlement Class continues to meet the requirements for class certification for settlement

27 _____
28 ² The Parties’ Stipulation of Settlement (the “Settlement Agreement”) is attached as Exhibit 1 to
the Declaration of Matthew K. Moen (“Moen Decl.”), filed concurrently herewith.

purposes under Code of Civil Procedure § 382; (2) the Settlement is a fair, adequate, and reasonable compromise of the disputed claims in this case; and (3) the amounts requested for Class Counsel’s attorneys’ fees and costs, Plaintiff’s Class Representative Enhancement Award, payment to the LWDA, and settlement administration costs are all fair, adequate, and reasonable. In light of the foregoing, this Court should enter the [Proposed] Order Granting Plaintiff’s Motion for Final Approval of Class Action and PAGA Action Settlement, Attorneys’ Fees and Costs, and Class Representative Enhancement Award, and Final Judgment (the “[Proposed] Judgment and Order”), submitted concurrently herewith.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant operates seasonal pumpkin patches, Christmas tree lots, and strawberry stands. Moen Decl., ¶ 9. Plaintiff was employed by Defendant as a non-exempt “Ride Handler” at Defendant’s Laguna Hills pumpkin patch location from approximately September through October 2023. *Id.*; Declaration of Gregory Meade (“Meade Decl.”), ¶ 2. Like all Settlement Class members, Plaintiff was subject to Defendant’s wage and hour policies and practices. Moen Decl., ¶ 9; Meade Decl., ¶¶ 3-4.

On February 27, 2024, Plaintiff filed a class action complaint alleging Defendant failed to: (i) pay all overtime wages owed; (ii) pay all minimum wages owed; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) issue accurate itemized wage statements; (vi) timely pay all final wages upon separation; and (vii) comply with California’s Unfair Competition laws. Moen Decl., ¶ 10. On May 3, 2024, after exhausting his administrative remedies with the LWDA, Plaintiff filed the operative FAC to add an eighth cause of action for civil penalties under PAGA, premised on the same underlying Labor Code violations. *Id.*

In connection with mediation, Defendant provided Plaintiff with electronic timekeeping and payroll records for all of Settlement Class members spanning the entire Class Period, as well as key policy documents and data points. Moen Decl., ¶ 11. Defendant further provided Plaintiff’s counsel with copies of the company’s last four years of balance sheets and profit & loss/income statements so that Plaintiff could analyze the company’s financial condition. *Id.* Plaintiff then analyzed the produced data and conducted a comprehensive, class-wide analysis to create a class-

1 wide exposure model for the claims at issue. *Id.* On July 25, 2024, the Parties participated in a
2 mediation session with mediator Michael Ludwig, Esq., during which the Parties exchanged
3 divergent views on Defendant’s liability and exposure valuations and the likelihood of
4 certification of Plaintiff’s claims. *Id.* At the conclusion of mediation, Mr. Ludwig made a
5 mediator’s proposal that the Parties ultimately accepted. *Id.* Over the following months, the
6 Parties finalized the terms of the Settlement that this Court, the Honorable Randall J. Sherman,
7 presiding, preliminarily approved on January 24, 2025. *Id.*, Exhibit 1 (Settlement Agreement);
8 Exhibit 2 (Preliminary Approval Order).³

9 On March 3, 2025, the Court-approved Notice of Class and PAGA Action Settlement,
10 Request for Exclusion Form, and Notice of Individual Settlement Payment, (collectively, the
11 “Notice Packet”) was mailed via first class mail to all 732 potential Settlement Class members.
12 See Nava Decl., ¶ 7, Exhibit A. Settlement Class members had until May 2, 2025, to submit
13 disputes, objections, and/or requests for exclusion (the “Response Deadline”). *Id.*, ¶¶ 11-13. After
14 the Response Deadline passed, not a single Settlement Class member had objected to the
15 Settlement and only one Settlement Class member elected to opt-out of the Settlement, resulting
16 in a 99.86% participation rate. *Id.*, ¶¶ 11-14. Plaintiff now respectfully submits the Settlement for
17 this Court’s final approval.

18 **III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS**

19 **A. Settlement Class Definition**

20 The Settlement Class includes: All current and former non-exempt employees who
21 worked for Defendant in California at any time between February 27, 2020 and September 23,
22 2024. See Moen Decl., Exhibit 2.

23 **B. Monetary Terms**

24 Defendant will pay a non-reversionary Maximum Settlement Amount (“MSA”) of
25

26 ³ On October 4, 2024, Plaintiff submitted the Parties’ Stipulation of Settlement to the LWDA in connection
27 with the filing of his Motion for Preliminary Approval. See Moen Decl., Exhibit 3. Further, on January 28,
28 2025, Plaintiff provided notice of the Court’s Preliminary Approval ruling to Defendant and the LWDA.
Id., ¶ 12, Exhibit 4; see also ROA # 63, 65.

\$225,000.00. Settlement, ¶ 3. The Net Settlement Amount (“NSA”) is the amount remaining from the MSA after deducting Court-approved amounts for attorneys’ fees (\$75,000.00) and verified costs reimbursement (\$7,806.57), the Class Representative Enhancement Award (\$5,000.00), settlement administration costs (\$13,490.00), and the PAGA Payment to the LWDA (\$7,500.00). *Id.*, ¶ 4.A; Moen Decl., ¶¶ 13-14, Exhibit 5 (Expense Summary).⁴ Based on these requested amounts, the NSA is calculated to be approximately \$116,203.43. Nava Decl., ¶ 15.

Apex will calculate and apportion Individual Settlement Payments from the NSA using the following formula: (1) the \$2,500.00 payable to the PAGA Aggrieved Employees shall be designated as the “PAGA Amount,” and will be distributed to each PAGA Aggrieved Employee who was employed by Defendant at any time between February 27, 2023 through the close of the Class Period (“PAGA Period”), proportionate to the number of pay periods that he or she worked during the PAGA Period compared to the total aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period; (2) five percent (5%) of the NSA will be designated as the “Wage Statement Amount,” and distributed to each participating Settlement Class member who was employed by Defendant at any time between February 27, 2023 and the end of the Class Period, proportionate to the number of pay periods that he or she worked during the aforementioned time period by multiplying the Wage Statement Amount by a fraction, the numerator of which is the Settlement Class member’s total pay periods worked during the aforementioned time period, and the denominator of which is the aggregate number of pay periods worked by all participating Settlement Class members during the aforementioned time period; (3) fifty percent (50%) of the NSA will be designated as the “Waiting Time Amount,” and distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendant at any time between February 27, 2021 and the end of the Class Period; and (4) the remainder of the NSA will be distributed to each participating Settlement Class

⁴ Plaintiff’s Counsel’s expense summary identifies Plaintiff’s Counsel’s to-date out of pocket expenses as \$7,706.01. Moen Decl., Exhibit 5. The total amount that Plaintiff’s Counsel is requesting for expense reimbursement (\$7,806.57) includes an additional \$100.56 in anticipated future costs for the filing and service of the Motion for Final Approval, which will be incurred by the time the motion is heard, and costs for the filing of the Final Accounting Declaration. *Id.*, ¶ 14.

1 member based on their proportionate number of shifts worked during the Class Period, by
2 multiplying the remaining NSA by a fraction, the numerator of which is the Settlement Class
3 member's total shifts worked during the Class Period, and the denominator of which is the total
4 number of shifts worked by all participating Settlement Class members during the Class Period.
5 Settlement, ¶ 4.B. Individual Settlement Payments will be classified as twenty percent (20%)
6 wages to be reported on an IRS Form W-2, and eighty percent (80%) as interest and penalties to
7 be reported on an IRS Form 1099. Settlement, ¶ 4.D. The Individual PAGA Payments payable to
8 the PAGA Aggrieved Employees will be classified as 100% penalties to be reported on an IRS
9 Form 1099. *Id.* This allocation between taxable and non-taxable amounts is appropriate because
10 the unpaid wages portion of Plaintiff's exposure analysis only amounts to approximately 20% of
11 the total reasonable exposure Defendant faced due to the substantial derivative penalties that stem
12 from these unpaid wages. Moen Decl., ¶ 29.

13 **C. Summary of Notice Process**

14 On February 14, 2025, Defendant provided Apex, the Court-approved Settlement
15 Administrator, with a class data file containing the names, last known mailing addresses, Social
16 Security numbers, and necessary employment information for each potential Settlement Class
17 member. Nava Decl., ¶ 5. After Apex conducted a National Change of Address search to update
18 the Settlement Class members' addresses as accurately as possible, Apex mailed the Notice
19 Packets to all 732 potential Settlement Class members on March 3, 2025. *Id.*, ¶¶ 6-7. A total of
20 thirty-eight (38) Notice Packets were returned to Apex, which conducted a skip trace that resulted
21 in twenty-three (23) new addresses being found. *Id.*, ¶ 8. Ultimately, fifteen (15) Notice Packets
22 remain undeliverable. *Id.*, ¶ 10. Settlement Class members had until May 2, 2025, to submit
23 objections, disputes, and/or requests for exclusion. *Id.*, ¶¶ 11-13. As of the date of this filing, not
24 a single Settlement Class member objected to the Settlement and only one Settlement Class
25 member opted out from participation, resulting in a 99.86% participation rate. *Id.*, ¶¶ 11-14. Apex
26 also reports zero outstanding disputes regarding the information included in the Notice Packet.
27 *Id.*, ¶ 13.

28 ///

1 **D. Timing of Payments**

2 Defendant will fund the MSA (\$225,000.00) with the Settlement Administrator in two
3 equal installment payments, with the first installment payment due thirty (30) calendar days after
4 the Effective Date., as that term is defined in the Settlement Agreement, and the second
5 installment due on or by November 14, 2025. *See* Settlement, ¶ 3.B. Within ten (10) business days
6 following the full funding of the MSA, the Settlement Administrator will calculate and mail the
7 Individual Settlement Payments to the participating Settlement Class members. *Id.*, ¶ 4.C.
8 Settlement Class members will have 180 days from the date the Individual Settlement Payments
9 are mailed to cash their checks. *Id.*, ¶ 4.E. In the event that there are any uncashed checks
10 remaining after 180 days, any remaining funds will be transferred to the California State
11 Controller’s Office to be held pursuant to the Unclaimed Property Law, California Civil Code §
12 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until
13 such time that they claim their property. *Id.* Based on the settlement disbursement timeline,
14 Plaintiff proposes the Court hold a final accounting hearing on or after August 19, 2027, due to
15 the State’s Controller’s Office’s one-year reporting period requirement before uncashed funds
16 may be transferred.

17 **IV. ARGUMENT**

18 **A. This Court Should Confirm its Conditional Certification of the Settlement**
19 **Class for Settlement Purposes Because It Meets All of the Requirements for**
20 **Class Certification Under Code of Civil Procedure § 382**

21 Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable
22 and its members are too numerous for joinder to be practical; (2) the representative and absent
23 class members share a community of interest, and questions of law and fact common to the class
24 predominate over questions unique to individual class members; (3) the representative’s claims
25 are typical of the class’ claims; and (4) the representative will fairly and adequately represent the
26 class’ interests. *See Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. Here, the Court
27 found that the Settlement Class meets all the requirements for class certification for settlement
28 purposes when it granted preliminary approval of the Settlement on January 24, 2025. *See* Moen

Decl., Exhibit 2. Since then, no events have cast doubt on the propriety of this determination, and in fact, the reaction of the Settlement Class members has been overwhelmingly supportive of the Settlement, with not a single Settlement Class member objecting to the Settlement and only one Settlement Class member opting out from participation, resulting in a 99.86% participation rate. Nava Decl., ¶¶ 11-14. This Court should therefore confirm its conditional certification of the Settlement Class.

B. This Court Should Finally Approve the Settlement Because it is a Fair, Adequate, and Reasonable Compromise of Disputed Wage and Hour Claims

California courts have a strong policy in favor of settlement. *See Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. *See Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79. This approval process consists of preliminary settlement approval, notice being given to class members, and a final fairness and approval hearing being held, at which class members can be heard with respect to the settlement. *Id.* Now that the settlement administrator has provided notice to the Settlement Class members, Plaintiff respectfully requests that the Court finally approve the Settlement as fair, adequate, and reasonable.

1. The Settlement was Reached at Arms' Length, Through Experienced Counsel and an Experienced Mediator, and Was Based on Sufficient Information to Intelligently Negotiate a Fair Settlement Considering the Claims Asserted and Risks of Continued Litigation

A settlement is presumptively fair where it is reached through arms'-length bargaining, based on sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is experienced in similar litigation, and the percentage of objectors to the settlement is small. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the case. *Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438. In exercising these powers, the overriding concern is to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk, supra*, 48 Cal.App.4th at 1801 (internal quotations

omitted). Relevant factors for the Court to consider include, but are not limited to:

[T]he strength 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.

Id. These factors require balancing, are non-exhaustive and, as such, trial courts should tailor the factors to each case and give due regard to "what is otherwise a private consensual agreement between the parties." *Id.*

"In the context of a settlement agreement, the test is not the maximum amount plaintiffs might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the circumstances." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250. Because settlements inherently involve compromise, even settlements providing for substantially narrower relief than what may be obtained if the suit were successfully litigated can be reasonable because, "the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation." *Id.* (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)).

Here, the Settlement resulted from extensive arms'-length settlement negotiations between qualified and experienced counsel with the aid of a neutral third-party mediator. The Settlement is fair, adequate, and reasonable for all Settlement Class members. While Plaintiff steadfastly maintains that his claims are meritorious, Defendant vigorously contests liability and the appropriateness of class treatment and, correspondingly, Plaintiff acknowledges the substantial risks and uncertainty in proceeding with class certification and eventually trial, which justify a downward departure from the maximum exposure that Plaintiff calculated each claim carried.

As detailed in Plaintiff's Motion for Preliminary Approval, Defendant asserts that its timekeeping policies/practices complied with California law and that it has always properly compensated Settlement Class members for all hours worked throughout the Class Period. Moen Decl., ¶ 15. Defendant further contends that Settlement Class members did not work off-the-clock

1 and that its policies specifically disavow such off-the-clock work. *Id.* Defendant further argues
2 that Plaintiff's off-the-clock claim is not appropriate for class treatment, as it would require
3 individualized inquiries into whether each employee actually performed any work while off-the-
4 clock, and if so, how much, which is made increasingly difficult since off-the-clock time is
5 inherently not recorded, resulting in an unmanageable series of mini-trials. *Id.*

6 As to Plaintiff's meal period allegations, Defendant contends it maintained lawful meal
7 period policies/practices throughout the Class Period. Moen Decl., ¶ 16. Therefore, Defendant
8 asserts that if Settlement Class members did not take timely or duty-free meal periods, this was
9 solely the result of employee choice and not reflective of Defendant's policies and practices. *Id.*
10 Defendant contends that Plaintiff's meal period claim is not suited for class certification as
11 individual inquiries would be required to assess whether an employee chose to not take a meal
12 period, whether an employee ever validly waived a meal period, and whether a premium was paid
13 on each shift in which a meal period was not provided, resulting in an unmanageable series of
14 mini-trials. *Id.*

15 As to Plaintiff's rest period claim, Defendant maintains it authorized and permitted the
16 Settlement Class members to take all lawful rest periods to which they are entitled. Moen Decl.,
17 ¶ 17. Moreover, Defendant asserts it implemented a facially lawful written rest period policy that
18 it enforced during the putative class period, and designated specific employees as "floaters" who
19 were responsible for relieving the other employees in order for them to take rest periods during
20 the work day. *Id.* Further, Defendant asserts that this claim is unmanageable and not suited for
21 class certification, as it requires individualized inquiries into whether each employee was
22 authorized and permitted to take a lawful rest period and on which days, which Defendant argues
23 Plaintiff will be unable to substantiate with any common, documentary evidence, as rest periods
24 are not required to be recorded, resulting in an unmanageable series of mini-trials. *Id.*

25 As to Plaintiff's derivative penalty claims, Defendant argues that Plaintiff's underlying
26 claims will fail and, as a result, the derivative wage statement, waiting time, and PAGA claims
27 will also fail. Moen Decl., ¶ 18; *see Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136, 1147
28 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail.").

1 Defendant also maintains that Plaintiff cannot show that the wage statement violations were
2 “knowing and intentional,” or that the putative class members “suffer[ed] injury” as a result of
3 the alleged violations, as required by Labor Code § 226(e) for the imposition of wage statement
4 penalties. Moen Decl., ¶ 18; *see* Labor Code § 226(e)(1). Moreover, Defendant maintains that its
5 good faith defenses to Plaintiff’s underlying claims would preclude the recovery of waiting time
6 penalties, which are only available for the “willful” failure to pay wages, and that this Court would
7 exercise its discretion to substantially reduce any PAGA penalties awarded. Moen Decl., ¶ 18;
8 *see also* 8 Cal. Code Regs. § 13520 (“[A] good faith dispute that any wages are due will preclude
9 imposition of waiting time penalties under Section 203.”); Labor Code § 2699(e)(2); *Thurman v.*
10 *Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1135; *Carrington v. Starbucks*
11 *Corporation* (2018) 30 Cal.App.5th 504 (affirming reduction of PAGA penalties to 10% of
12 exposure).

13 Finally, Defendant has also argued that as a small, family-owned business, it did not have
14 the financial resources to satisfy a sizable judgment or settlement. Moen Decl., ¶ 19. Defendant
15 produced the last four years’ worth of financial statements, including balance sheets and profit &
16 loss/income statements, for Plaintiff to review to support Defendant’s position. *Id.* Plaintiff’s
17 counsel ultimately concluded, based on this financial review, that it would be an uphill battle to
18 collect a judgment that was significantly in excess of the amount offered in settlement. *Id.*

19 These considerations not only bore heavily on the negotiations leading to the Settlement,
20 but also confirm that the Settlement is a fair, adequate, and a reasonable compromise considering
21 the risks of further litigation. As detailed in Plaintiff’s Motion for Preliminary Approval, Plaintiff
22 and Class Counsel carefully vetted the claims at issue and conducted a detailed analysis of
23 Defendant’s data to arrive at the calculated damages figures. It was only after this comprehensive
24 analysis that the Parties participated in a mediation session and ultimately accepted the mediator’s
25 proposal in order to reach the Settlement. Thus, while these risks are far from exhaustive, they
26 show that the Settlement is fair, adequate, and reasonable.

27 ///

28 ///

1 **2. *The Settlement Fairly, Reasonably, and Adequately Compensates Class***
2 ***Members Because Each Settlement Class Member Will Be Paid Based***
3 ***on the Extent of His or Her Injury***

4 Apex will calculate Individual Settlement Payments based on the proportionate number
5 of shifts worked by each participating Settlement Class member during the Class Period divided
6 by the total number of shifts worked by all participating Settlement Class members, as well as
7 membership in various subclasses. Settlement, ¶¶ 4.B.i-iv. Further, 25% of the PAGA Amount
8 will be paid to all PAGA Aggrieved Employees, regardless of their election to opt-out from
9 participating in the Settlement, based on the proportionate number of pay periods worked by the
10 PAGA Aggrieved Employees during the PAGA Period, divided by the total number of pay
11 periods worked by all PAGA Aggrieved Employees during the PAGA Period. *Id.*, ¶ 4.B.i. This
12 method of distribution compensates Settlement Class members based on the estimated extent of
13 their injuries, as Settlement Class members who worked more shifts during the relevant time
14 periods were subjected to more of the alleged wage and hour violations than those who worked
15 fewer shifts, and only Settlement Class members with standing to pursue derivative wage
16 statement, waiting time, and/or PAGA penalties would have been eligible to recover those
17 penalties. Thus, the formula is tethered to the damages and penalties that Settlement Class
18 members could recover and is therefore, fair, adequate, and reasonable.

19 **3. *The 99.86% Participation Rate and Absence of Any Objections Further***
20 ***Confirm That the Settlement is Fair, Adequate, and Reasonable***

21 The Settlement Class members' response to the Settlement is relevant in evaluating
22 whether it merits final approval. *Dunk, supra*, 48 Cal.App.4th at 1801. Further, the absence of
23 objections and requests for exclusion support a fairness presumption. *See 7-Eleven Owners for*
24 *Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152-53 (finding 9 objections
25 and 80 opt-outs from a class of 5,454 showed a "particularly impressive" favorable response from
26 class members). Here, zero Settlement Class members objected to the Settlement and only one
27 Settlement Class member opted out from participation, resulting in a 99.86% participation rate.
28 Nava Decl., ¶¶ 11-14. This extremely positive reaction from the Settlement Class members
further confirms that the Settlement is fair, adequate, and reasonable.

1 **C. The Requested Award of Attorneys’ Fees is Reasonable as a Percentage of the**
2 **Maximum Settlement Amount Confirmed by a Lodestar Cross-Check**

3 Plaintiff and the Settlement Class members are entitled to recover their attorneys’ fees and
4 costs for their wage claims. *See* Labor Code §§ 226(e), 1194, and 2699(g). A fee award is justified
5 where the legal action has produced its benefits by way of a voluntary settlement. *See, e.g., Maria*
6 *P. v. Riles* (1987) 43 Cal.3d 1281, 1290-91; *Westside Community for Independent Living, Inc. v.*
7 *Obledo* (1983) 33 Cal.3d 348, 352-53; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 (finding that
8 “when a number of persons are entitled in common to a specific fund, and an action brought by a
9 plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such
10 plaintiff or plaintiffs may be awarded attorney’s fees out of the fund.”).

11 California state and federal courts routinely award fee awards of one-third of the
12 settlement fund in class actions. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11; *see*
13 *also Wershba, supra*, 91 Cal.App.4th at 254 (recognizing the “percentage of recovery” method);
14 *In re Pacific Enterprises Securities Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee
15 award). Indeed, the California Supreme Court approved the use of the “percentage of fund”
16 method in California. *See Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 506 (“the
17 percentage of fund method survives in California class action cases...”). Specifically, the *Laffitte*
18 Court held:

19 The recognized advantages of the percentage method—including relative
20 ease of calculation, alignment of incentives between counsel and the class, a
21 better approximation of market conditions in a contingency case, and the
22 encouragement it provides counsel to seek an early settlement and avoid
23 unnecessarily prolonging the litigation—convince us the percentage method
24 is a valuable tool that should not be denied our trial courts.

25 *Id.*, at 503 (internal citation omitted); *see also Rawlings v. Prudential-Bache Properties,*
26 *Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (holding that the percentage of the fund method more
27 accurately reflects the results achieved than the lodestar method and “establishes reasonable
28 expectations on the part of Plaintiffs’ attorneys as to their expected recovery; and it encourages
early settlement, which avoids protracted litigation.”); *In re Rite Aid Corp. Securities Litigation*,
396 F.3d 294, 300 (3d Cir. 2005) (“The percentage-of-recovery method is generally favored in

1 common fund cases because it allows courts to award fees from the fund in a manner that rewards
2 counsel for success and penalizes it for failure.”). This is consistent with Class Counsel’s
3 experience in similar wage-and-hour class action matters. Moen Decl., ¶ 20. Here, Class
4 Counsel’s fee request of \$75,000.00, representing one-third of the MSA, is the same percentage
5 sought in *Laffitte*, and is fair and reasonable based on the percentage of the recovery method. *Id.*,
6 ¶ 20.

7 In *Laffitte*, the California Supreme Court held that trial courts have discretion to assess the
8 reasonableness of fee awards with tools such as the “lodestar cross-check,” whereby the trial court
9 calculates counsel’s lodestar and determines whether the “lodestar multiplier” needed to bring the
10 lodestar on par with the percentage of recovery is reasonable. *Laffitte*, 1 Cal.5th at 503-06. Under
11 the lodestar method, the court multiplies the number of hours reasonably expended by each
12 attorney or legal staff member by their reasonable hourly rates, then enhances this lodestar figure
13 by a “multiplier” to account for a range of factors, such as the contingent nature of the case and
14 the degree of success achieved. *See Serrano, supra*, 20 Cal.3d at 48-49; *Ketchum v. Moses*, (2001)
15 24 Cal.4th 1122, 1132-36; *Thayer v. Wells Fargo Bank*, (2001) 92 Cal.App.4th 819, 834 (“There
16 is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to
17 increase or decrease a lodestar calculation”).

18 Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g.*,
19 *Chavez*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *Coalition for L.*
20 *County Planning etc. Interest v. Bd. of Supervisors*, (1977) 76 Cal.App.3d 241, 251 (approving
21 multiplier of approximately 12.8). In class and representative actions, where the value of the
22 benefit conferred “can be monetized with a reasonable degree of certainty,” a court may “adjust
23 the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is
24 reasonable and within the range of fees freely negotiated in the legal marketplace in comparable
25 litigation.” *Consumer Privacy Cases*, (2009) 175 Cal.App.4th 545, 557.

26 In this case, Plaintiff’s counsel has a lodestar of approximately \$114,985, which results in
27 a **negative multiplier** of 0.65 compared to the \$75,000.00 fee request. Moen Decl., ¶ 21. A
28 summary showing the number of hours of work performed by each attorney and paralegal is set

forth below. *Id.* The billing rates used are reasonable in view of the evidence submitted herewith, and have been previously approved by various courts throughout California.⁵ *Id.*, ¶ 2-7, 20-22, Exhibit 6 (Class Counsel’s detailed hourly breakdown); Exhibit 7 (2024 *Laffey* Matrix); Declaration of Paul K. Haines, ¶¶ 2-14; Declaration of Fletcher W. Schmidt, ¶¶ 2-9; Declaration of Aden M. Khachadorian, ¶¶ 2-6; Declaration of Joseph Tojarieh (Tojarieh Decl.”), at ¶¶ 1-8.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (18th Year Attorney)	\$925	16.4	\$15,170.00
Fletcher W. Schmidt (12th Year Attorney)	\$825	23.2	\$19,140.00
Joseph Tojarieh (15th Year Attorney)	\$750	22.8	\$17,100.00
Matthew K. Moen (9th Year Attorney)	\$725	47.8	\$34,655.00
Aden M. Khachadorian (2nd Year Attorney)	\$500	55.4	\$27,700.00
Firm Paralegals	\$200	6.1	\$1,220.00
Total Lodestar			\$114,985.00

As discussed above, this case presented significant risks to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and for expending considerable effort, all while working on a pure contingency basis. Since the initiation of this lawsuit, Class Counsel has expended more than \$7,800.00 in litigation costs and devoted substantial time to this litigation without receiving any compensation to date. Moen Decl., ¶ 23, Exhibit 5. Class Counsel’s efforts include conducting pre-filing investigation, analyzing Plaintiff’s claims, conducting legal research and analysis,

⁵ When setting rates, courts should utilize attorneys’ “current” rates, i.e., their rates at the time of the fee application. This accounts for the delay in receiving payment, as well as lost interest and inflation. *See Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 584 (approving use of present-day rates to account for the delay in payment); *Pennsylvania v. Delaware Valley Citizens’ Council for Clean Air* (1987) 483 U.S. 711, 716 (“In setting fees for prevailing counsel, the courts have regularly recognized the delay factor...by basing the award on current rates.”); *Bouman v. Block*, 940 F.2d 1211, 1235 (9th Cir.1991) (affirming district court’s use of current hourly rates).

1 reviewing class documents and data produced by Defendant, extensively reviewing and
2 evaluating the produced timekeeping and payroll records to build a comprehensive damages
3 model, reviewing and evaluating Defendant's produced financial records, preparing for and
4 attending mediation, negotiating and drafting the Memorandum of Understanding, long-form
5 Settlement Agreement, Notice Packet documents, preparing the Motions for Preliminary and
6 Final Approval, overseeing the Notice process, and otherwise litigating the case. *Id.* Class
7 Counsel will also expend future attorney time attending the hearing on this Motion, overseeing
8 the disbursement process, and reviewing and filing the Settlement Administrator's final
9 accounting declaration with the Court, among other tasks. *Id.* Given the considerable potential for
10 adverse outcomes in this case, including, but not limited to, losing on class certification, the
11 contingent risk borne by Class Counsel was great. The quality of Class Counsel's work, and the
12 efficacy and dedication with which it was performed, should be equivalently compensated.

13 Class Counsel's previous experience in litigating wage and hour class actions also
14 supports the reasonableness of the fee request. Class Counsel are well-versed in plaintiff and
15 defense-side wage and hour class action litigation and collectively bring more than four decades
16 of wage-and-hour class and representative action litigation experience. *See* Moen Decl., ¶¶ 2-7;
17 *see also generally* Declaration of Paul K. Haines; Declaration of Fletcher W. Schmidt;
18 Declaration of Aden M. Khachadorian; Declaration of Joseph Tojarieh. Class Counsel have also
19 been certified as class counsel in numerous other cases in both State and federal court. *Id.* Class
20 Counsel's experience in similar matters was integral in evaluating the strengths and weaknesses
21 of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and
22 hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
23 federal law, as well as the procedural law of class action litigation. Because it is reasonable to
24 compensate Class Counsel equal with their skill, reputation, and experience, the requested fee
25 award of one-third of the MSA is fair and reasonable and should therefore be approved.

26 **D. The Requested Cost Reimbursement Warrants Final Approval as Fair,**
27 **Adequate, and Reasonable**

28 Class Counsel incurred and respectfully requests reimbursement of \$7,806.57 in actual

litigation costs, which is more than \$7,100.00 less than the \$15,000.00 amount preliminarily approved by the Court as set out in the Settlement Agreement. Moen Decl., ¶ 24, Exhibits 2 and 5; see also Settlement, ¶¶ 3.C.4, 5. The unclaimed amount of litigation costs will be paid to the Settlement Class members as part of the NSA. Settlement, ¶ 3.D. Class Counsel’s request is fair, adequate, and reasonable, as all these costs are documented and reasonably incurred. See Moen Decl., Exhibit 5. Moreover, the costs Plaintiff seeks to reimburse are the types of costs routinely approved by courts. See, e.g., *Harris v. Marhoefer* 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover “those out-of-pocket expenses that would normally be charged to a fee paying client”); *Berkeley Cement, Inc. v. Regents of University of California* (2019) 30 Cal.App.5th 1133, 1142 (affirming trial court’s discretion to award costs of voluntary mediation); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at * 3 (N.D. Cal. 2011) (“costs of reproducing pleadings, motions and exhibits are typically billed by attorneys to their fee-paying clients” and are reimbursable); *Trustees of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities Litigation* 497 F.Supp.2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, legal research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable); see also *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277, 295 (recognizing necessity of expert testimony on topics that are not a matter of common knowledge).

Notably, not a single Settlement Class member objected to the Settlement, including Class Counsel’s request for up to \$15,000.00 in reimbursement of verified costs. Nava Decl., ¶ 12. Because the expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement Class member has objected to them, the Court should grant Class Counsel’s request for \$7,806.57 in actual litigation costs reimbursement.

E. The Court Should Finally Approve the Requested Settlement Administration Costs

Plaintiff also requests that this Court approve \$13,490.00 in administration costs to Apex as the Settlement Administrator. Moen Decl., ¶ 25; Nava Decl., ¶ 20, Exhibit B. As detailed in the declaration of Madely Nava, submitted concurrently with this Motion, Apex performed duties

1 in connection with this Settlement that were integral in effectuating the Settlement and the Notice
2 process. Among other things, Apex calculated each Settlement Class member's Individual
3 Settlement Payment, updated addresses contained in the class data supplied by Defendant,
4 formatted and translated to Spanish the Notice Packets for mailing, mailed Notice Packets to all
5 732 individuals who were eligible to take part in the Settlement, conducted a skip-trace for any
6 returned Notice Packets, kept the Parties informed of the status of the Notice Packet mailing
7 through weekly reports, and otherwise administered the Settlement. *See generally*, Nava Decl.
8 For these reasons, Apex's requested costs are fair, reasonable, and adequate, and should be finally
9 approved.

10 **F. The Court Should Finally Approve Plaintiff's Requested Class**
11 **Representative Enhancement Award Because the Requested Amount is Fair,**
12 **Adequate, and Reasonable Considering Plaintiff's Efforts and the Risks**
Assumed on Behalf of the Class

13 Courts routinely approve service awards to compensate named plaintiffs for the services
14 they provide and the risks they incur during class action litigation. *See, e.g., Bell v. Farmers Ins.*
15 *Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named plaintiffs
16 for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co.* 901 F.Supp. 294
17 (N.D. Cal. 1995) (approving \$50,000.00 service payment). The common law in both California
18 state and federal courts has long recognized the important function of enhancement payments to
19 incentivize plaintiffs to bring class actions to vindicate others' rights. *See Cellphone Termination*
20 *Fee Cases* (2010) 186 Cal.App.5th 1380, 1394 (stating that the question of whether a class
21 representative was entitled to a service award was answered in the affirmative in *Clark v.*
22 *American Residential Services, LLC*, (2009) 175 Cal.App.4th 785).

23 Here, Plaintiff seeks an Enhancement Award of \$5,000.00, and believes that this request
24 is reasonable given Plaintiff's considerable efforts in this case and the risks Plaintiff undertook
25 on behalf of the Settlement Class Members. Moen Decl., ¶ 26; Meade Decl., ¶¶ 4-5; Settlement,
26 ¶¶ 2.C, 3.C.3. Among other things, Plaintiff searched for relevant documents for use in the lawsuit
27 and provided factual information to his attorneys, held various phone calls with his attorneys to
28 discuss the claims in the lawsuit and Defendant's practices, discussed the status of the case and

1 general case strategy with his attorneys on multiple occasions, provided valuable input to assist
2 his attorneys in preparing for mediation, was available for the full-day mediation that lead to the
3 Settlement, reviewed and provided input regarding the Settlement in this case, and otherwise
4 assisted his attorneys in moving the case towards resolution. Moen Decl., ¶ 26; Meade Decl., ¶¶
5 4-5.

6 Plaintiff has invested significant time and effort into seeing this litigation through
7 resolution, and the Settlement Class, who would not be receiving anything if it were not for
8 Plaintiff's decision to pursue these claims, will benefit greatly from his participation. Moen Decl.,
9 ¶ 27. Plaintiff deserves to be compensated for these risks, which other Settlement Class members
10 are not subject to. Moreover, after receiving notice of the proposed Enhancement Award, not a
11 single Settlement Class member objected to the proposed award. Nava Decl., ¶ 12. Thus,
12 Plaintiff's request for an Enhancement Award of \$5,000.00 is proper and justified as part of the
13 Settlement and should be finally approved.

14 **V. CONCLUSION**

15 For the reasons stated herein, Plaintiff respectfully submits that this Court should grant
16 Plaintiff's Motion in its entirety and adopt the [Proposed] Judgment and Order, submitted
17 herewith.

18
19 Dated: June 2, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

20
21 By:


Matthew K. Moen
Attorneys for Plaintiff