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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES — SPRING STREET COURTHOUSE

MARCO ANTONIO NAJAR, an individual and
class representative on behalf of himself and all
other similarly situated non-exempt former and
current employees,

Plaintiffs,

v.

LRS REALTY & MANAGEMENT, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No: 24STCV03140
Hon.: HON. WILLIAM F. HIGHBERGER
Dept.: 10 (SSC)

CLASS ACTION

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

Date: September 29, 2026
Time: 11:30AM
Dept.: 10 (SSC)
Hon. William F. Highberger

Action Filed: February 5, 2024
Trial Date: None Set

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1 TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that, on September 29, 2026, at 11:30AM, or as soon thereafter as this
3 matter may be heard, in Department 10 of the above-captioned courthouse, located at Spring Street
4 Courthouse, 312 N. Spring Street, Los Angeles, CA 90012, Plaintiff Marco Antonio Najjar (“Plaintiff”),
5 will, and hereby does, move this Court for final approval of the Class Action and PAGA Settlement
6 (“Settlement” and/or “Agreement”) reached by the parties in the above-captioned litigation. Plaintiff
7 moves the Court for entry of an order and judgment providing for the following:

- 8 1. Granting final approval of the terms of the Settlement as fair, adequate, and reasonable to all parties
9 and to all Participating Class Members;
- 10 2. Certifying the Class for settlement purposes only;
- 11 3. Finding that the Notice distributed to Class Members, pursuant to the Court’s Order Granting
12 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, dated March 27, 2026,
13 constituted the best notice practicable under the circumstances;
- 14 4. Approving payment of Individual Settlement Payments to Participating Class Members pursuant to the
15 terms of the Settlement;
- 16 6. Approving payment of a Class Representative Service Award to the named Plaintiff in the amount of
17 \$10,000.00;
- 18 7. Awarding Class Counsel attorney’s fees in the amount up to one-third of the Gross Settlement Amount
19 for a maximum fee award of \$ 50,000.00, plus an award of actual costs and reimbursement of reasonable
20 litigation costs in the amount of \$16,594.26;
- 21 8. Approving payment of Settlement Administration Costs to Phoenix Settlement Administrators, Class
22 Action Settlement Administrators in the amount of \$6,000.00.

23 The motion will be based upon this Notice, the attached Memorandum of Points and Authorities,
24 the accompanying Declaration of Grant Joseph Savoy, Declaration of Plaintiff Marco Antonio Najjar,
25 Declaration of Settlement Administrator Jarrod Salinas Regarding Notice and Settlement Administration
26 (Phoenix Settlement Administrators), the Class Action Settlement Agreement, the complete files and
27 records of this case, and any other evidence or oral argument which may be considered by the Court at
28 the time of the hearing.

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Dated: September 3, 2026

SOLOUKI | SAVOY, LLP

/s/ Grant Joseph Savoy

SHOHAM J. SOLOUKI, ESQ.
GRANT JOSEPH SAVOY, ESQ.
*Attorneys for Plaintiff Marco Antonio Najar
and Those Similarly Situated*

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This motion is brought by Plaintiff Marco Antonio Najar (“Plaintiff” and/or “Najar”), in the matter
4 of *Marco Antonio Najar, et al. v. LRS Realty & Management, Inc., et al.* (Los Angeles Superior Court
5 (“LASC”) Case No. 24STCV03140 (the “Action” or “Matter”)) in this wage and hour class action brought
6 on behalf of all current and former non-exempt California employees who worked for Defendant LRS
7 Realty & Management, Inc. (“Defendant” and/or “LRS”) at any time from February 5, 2020 through
8 August 16, 2025. The Action primarily alleges that Defendant failed to provide Plaintiff and the class he
9 seeks to represent with legally required meal and rest periods, failed to pay their overtime and off-the-
10 clock wages, failed to maintain required employment records, provided inaccurate wage statements, failed
11 to reimburse employees for necessary business expenditures, and failed to timely compensate former
12 employees for all wages owed upon section of employment. Plaintiff and Defendant (collectively, the
13 “Parties”) entered into a CLASS ACTION AND PAGA SETTLEMENT (“Settlement” and/or
14 “Agreement”), which provides for a non-reversionary, Gross Settlement Amount (“GSA”) of One
15 Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00). On March 27, 2026, the Court granted
16 preliminary approval of the Settlement. Plaintiff now seeks an order granting final approval of the
17 Settlement, including an award of attorney’s fees and costs.

18 The Settlement Class is composed of approximately Ninety (90) current and former employees of
19 Defendant working as hourly non-exempt employees, in the State of California at any time from February
20 5, 2020 through August 16, 2025, inclusive (the “Class Period”). A presumption of fairness exists because
21 the Settlement was reached through extensive, arm’s-length negotiations. Sufficient investigation and
22 discovery allowed Class Counsel to act intelligently. Class Counsel is experienced in similar wage and
23 hour class litigation, and there are no objections to the Settlement at the time of filing these papers.

24 The Settlement provides substantial benefits to Class Members. The estimated average Individual
25 Settlement Payment will be approximately \$458.04, with the highest estimated Individual Settlement
26 Payment amounting to approximately \$1,987.27. The lowest Individual Settlement Payment is
27 approximately \$6.88. Furthermore, the Settlement has been favorably received by Class Members. Of the
28

90 Class Members, not a single individual objected to the terms of the Settlement and no Class Members opted out of the settlement, at the time of filing these papers.

Plaintiff's request in an amount not to exceed \$50,000.00 in attorney's fees and reimbursement of litigation costs in the amount of \$16,594.26, is reasonable. The amount of attorney's fees, which amounts to one-third of the common fund, is well within the range generally sought and approved in class actions. The amount of fees requested is also reasonable given Class Counsel's lodestar of \$178,925.00, based upon 210.5 billable hours at hourly rates recently approved by the California federal District Court, with no multiplier.

Because the Settlement is fair, adequate, and reasonable, and it is in the best interests of Class Members, Plaintiff respectfully requests that the Court Grant final approval and enter judgment.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The Parties

Plaintiff Najar is a former non-exempt employee of Defendant LRS Realty & Management, Inc. ("Defendant" and/or "LRS") (all Defendants referred to jointly as "Defendant" and Plaintiff and Defendant referred to collectively as the "Parties"), who worked for Defendant for approximately three (3) years, starting on or around 2021 and continuing through 2024. Plaintiff was hired by Defendant as a Maintenance Technician. Part of Plaintiff's job duties included driving to different sites such as houses or apartment buildings throughout California where he was required to repair different things associated with the house or building. The job sites Plaintiff was assigned to were located in various locations in Southern California, including but not limited to Inglewood, Riverside, Northridge, or North Hollywood. Defendant LRS is a commercial and residential property management company that provides property management services to client throughout Southern California. (*Grant Savoy Declaration* ("Savoy Decl."), at ¶ 6.)

B. The Complaints

The Action was filed on or about February 5, 2024, and originally alleged the following ten (10) causes of action: (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to timely pay wages; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records; (8) failure to furnish accurate itemized wage statements; (9) failure to indemnify employees for necessary

1 expenditures incurred in discharge of duties; (10) unfair an unlawful business practices. Based on the
2 Parties Settlement Agreement, and pursuant to leave of the Court, on or about May 24, 2026, Plaintiff filed
3 a First Amended Complaint adding an additional 11th cause of action under the California Private
4 Attorneys General Act of 2004 (“FAC,” “Complaint,” or “Operative Complaint”). (*Savoy Decl.*, at ¶¶ 4,
5 5.)

6 **C. Discovery and Investigation**

7 Prior to the Settlement, Plaintiff’s counsel conducted an investigation into the claims alleged by
8 Plaintiff, conducted legal research, and engaged in extensive formal and informal discovery. Prior to
9 mediation, the Parties met and conferred regarding the scope of discovery necessary for the Parties to
10 engage in a productive mediation. It was agreed that the Parties would exchange agreed upon documents
11 and class records/data prior to mediation. (*Savoy Decl.*, at ¶ 9.)

12 Defendant LRS produced, among other things, hundreds of pages relevant written policies and
13 procedures, Plaintiff’s personnel file (inclusive of Plaintiff’s time and payroll records), and an agreed
14 upon 20% sampling of class payroll and timekeeping data. Plaintiff’s Counsel’s review of the time
15 records, payroll records, and information relating to the size and scope of the Class, was sufficient data to
16 permit Plaintiff’s Counsel and their retained expert to understand the number of workweeks and pay
17 periods at issue in the Class and PAGA Periods. The Parties agreed that the above-described investigation
18 and evaluation, as well as the information exchanged during the settlement negotiations, were more than
19 sufficient to assess the merits of the respective Parties’ positions and to compromise the issues on a fair
20 and equitable basis. (*Savoy Decl.*, at ¶ 10.)

21 Through discovery and investigation, my office was able to identify multiple current and former
22 employees of Defendant that provided valuable information that allowed my office and our expert to
23 clarify any apparent discrepancies in the data provided by Defendant. (*Savoy Decl.*, at ¶ 11.)

24 For example, Defendant’s records, by their face, could not provide us with information regarding
25 the alleged Off-The-Clock work or whether rest breaks were given in compliance with the applicable
26 laws. Through the interviews conducted by Plaintiff’s Counsel, it appeared that on average, the
27 employees we spoke with conducted approximately 30 minutes of work while off-the-clock per shift.
28 Further, it was determined that at least one rest break every shift was either missed, interrupted, or cut

1 short due to the interviewed employees' work duties. This information simply could not have been known
2 by the face of the records and standard written discovery. (*Savoy Decl.*, at ¶ 11.) This information could
3 not have been gleaned from the face of the payroll and timekeeping records themselves.

4 Plaintiff's statistical experts analyzed this information, including data for approximately 13,000+
5 unique shifts and 1,000+ workweeks. Based on this analysis, Plaintiff's Counsel was able to evaluate the
6 potential liability and damages for the Class Members. As such, Plaintiff's Counsel was able to act
7 intelligently and effectively in negotiating the proposed Settlement. (*Savoy Decl.*, at ¶ 12.)

8 My firm is informed and believes that the existence of an ascertainable class can be established
9 through Defendant's own records. (*Savoy Decl.*, at ¶ 12.)

10 **D. Settlement Negotiations**

11 The Settlement was reached following extensive negotiations during and after a private mediation
12 with professional mediator Henry Bongiovi, Esq. The settlement negotiations were at arm's length and,
13 although conducted in a professional manner, were adversarial. The parties went into the mediation
14 session willing to explore the potential for a settlement of the dispute, but each side was also prepared to
15 litigate its position through trial and appeal if a settlement had not been reached. (*Savoy Decl.* ¶¶ 15 - 17.)

16 During mediation, Plaintiff strongly asserted the validity of his arguments and his assessment that
17 this case could be worth a substantial amount of money. However, as the mediation and settlement
18 discussions progressed, Defendants presented their arguments as to various issues, and it became apparent
19 that many issues would be highly disputed and could pose a risk to both parties going forward with
20 litigation. As a result, the parties agreed to resolve the class action and PAGA representative actions for a
21 total of \$150,000.00. (*Id.*, ¶ 24.)

22 Moreover, Mr. Bongiovi presided over the back and forth exchange of information, and helped
23 guide the parties towards what he believed, based on his experience, was a reasonable resolution given the
24 disputed issues of liability. (*Id.*, ¶ 25.)

25 Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence
26 to the contrary is offered. (*Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447; *Mars Steel Corp. v.*
27 *Continental Illinois Nat'l Bank & Trust Co.* (7th Cir. 1987) 834 F.2d 677, 682; *In re Chicken Antitrust*
28 *Litig.* (N.D. Ga. 1980) 560 F. Supp. 957, 962.) Courts do not substitute their judgment for that of the

proponents, particularly where, as here, settlement has been reached with the participation of experienced counsel familiar with the litigation. (*Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 528; *Hammon v. Barry* (D.D.C. 1990) 752 F. Supp. 1087, 1093; *Steinberg v. Carey* (S.D.N.Y. 1979) 470 F. Supp. 471, 478; *In re Armored Car Antitrust Litig.* (N.D. Ga. 1979) 472 F. Supp. 1357, 1368; *Sommers v. Abraham Lincoln Federal Sav. & Loan Ass'n* (E.D. Pa. 1978) 79 F.R.D. 571, 580.)

E. The Settlement Class

“Settlement Class” or “Class” or “Class Members” means all current and former non-exempt California employees who worked for Defendant at any time from February 5, 2020 through August 16, 2025. The Class consist of 90 persons with an estimated 5,995 workweeks, and includes 59 “PAGA Aggrieved Employees”, defined as all nonexempt Class Members in California employed at any time from February 7, 2023 through August 16, 2025, who worked an estimated 1,413 PAGA pay periods. (*Savoy Decl.*, ¶ 7.)

F. Preliminary Approval

On March 27, 2026, the Court granted preliminary approval of the Settlement.

III. SETTLEMENT TERMS

In exchange for a release of claims against Defendant, as set forth in the Settlement, the payment terms of the Settlement are as follows:

1. The “Gross Settlement Amount” or “GSA” refers to the maximum total payment Defendant shall be obligated to make in the amount of \$150,000.00 pursuant to this Settlement. The Gross Settlement Amount shall include (a) attorneys’ fees of up to \$50,000.00, (b) Plaintiff’s reasonable litigation costs and expenses up to \$20,000.00, (c) reasonable third-party administration costs in an amount not to exceed \$6,000.00, (d) a PAGA Penalty Payment of \$25,000.00, of which \$18,750.00 will be paid to the Labor Workforce Development Agency, representing 75% of PAGA civil penalties, with the remaining 25%, \$6,250.00, to be distributed among the PAGA Aggrieved Employees (“Individual PAGA Payment Amount”), (e) a class representative Service Payment in the amount of \$10,000.00, and Net Settlement Amount as described in Paragraph 1.28 of the Settlement and Paragraph 2 herein. Defendant’s share of any employer-payroll taxes attributed to Individual Payment Amounts shall be paid separately and in

1 addition to the Gross Settlement Amount, and shall be determined by the Settlement Administrator.

2 (*Settlement*, sections 1.20.) Subject to Court approval, this amount shall be allocated as follows:

3 2. The “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less the
4 following payments in the amounts approved by the Court: the LWDA PAGA Payment, Class
5 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses
6 Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class
7 Members as Individual Class Payments. (*Settlement*, section 1.28.) Specifically, after all of the
8 aforementioned deductions from the GSA, the NSA totals \$41,223.89 (*Settlement*, sections 1.28; *SA Decl.*,
9 ¶ 12.)

10 3. Subject to the Final Approval of the Settlement and the conditions specified in the Settlement
11 Agreement, and in consideration of the mutual covenants and promises set forth therein, Defendant agrees
12 to make a payment or payments as set forth in the Settlement Agreement totaling the fixed amount of One
13 Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00). The GSA shall fully satisfy Defendant’s
14 obligations for any and all payments, fees and costs identified in the Settlement Agreement, including, but
15 not limited to, any payments to be made to the Named Plaintiff, Settlement Class Members, PAGA
16 Members, the LWDA, Class Counsel’s attorneys’ fees and out-of-pocket litigation expenses and costs, and
17 settlement administration costs. Other than employer-side payroll taxes, in no event shall Defendant be
18 required to pay any amounts above the GSA under the Settlement Agreement except as set for in Section
19 4.1 thereto. The Parties agree, subject to Court approval, that the GSA shall be apportioned as follows:

20 i. Attorneys’ Fees and Costs. A Class Counsel Fees Payment of not more than one-third of
21 the Gross Settlement Amount, which is currently estimated to be Fifty-Thousand Thousand Dollars
22 (\$50,000.00) and a Class Counsel Litigation Expense Payment of not more than Twenty Thousand Dollars
23 and Zero Cents(\$20,000.00). Defendant will not oppose requests for the Class Counsel Fees Payment and
24 Class Counsel Litigation Expense Payment provided that they do not exceed these amounts. (*Settlement*,
25 section 3.2.2.)

26 ii. Administration Fees and Costs. An Administrator Expenses Payment not to exceed Six
27 Thousand Five Hundred Dollars (\$6,000.00) except for a showing of good cause and as approved by the
28 Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less

1 than \$6,000.00, the Administrator will retain the remainder in the Net Settlement Amount.(*Settlement*,
2 section 3.2.)

3 iii. Named Plaintiff's Enhancement and General Release Payment. Class Representative
4 Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual
5 Class Payment and any Individual PAGA Payment to the Class Representative is entitled to receive as a
6 participating Class Member). Defendant does not oppose Plaintiff's request for a Class Representative
7 Service Payment that does not exceed this amount. (*Settlement*, section 3.2.1)

8 4. PAGA Allocation and Payments. PAGA Penalties in the amount of Twenty-Five Thousand
9 Dollars and Zero Cents (\$25,000.00), with 25% to be allocated to the Aggrieved Employees and 75% to
10 the LWDA. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount
11 of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods
12 worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each
13 Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability
14 for any taxes owed on their Individual PAGA Payment. (*Settlement*, section 3.2.)

15 5. After one-hundred eighty (180) days of issuance, funds from undeposited checks, along with any
16 amounts that would have been paid to Class members who request exclusion, will be delivered to the
17 California State Controller (Unclaimed Property) by the Settlement Administrator, or shall otherwise be
18 distributed as ordered by the Court. The failure by any Class Member to claim or deposit any check issued
19 by the Settlement Administrator shall have no effect on that Class Member's release of all Released
20 Claims (as defined in the Settlement). The Settlement Administrator shall also enable Class Counsel to file
21 a declaration attesting to the distribution of the Gross Settlement Amount and the distribution of any
22 "residual" funds as further ordered by the Court. Also, the Court may issue an appropriate Order,
23 transmitting any unclaimed funds that would have otherwise been payable to Class Members in settlement
24 checks that remain uncashed, along with any accrued interest thereon, to the California State Controller
25 (Unclaimed Property). (*Settlement*, section 4.4.3.)

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1 **IV. CLASS NOTICE HAS BEEN EFFECTUATED AND COMPORTS WITH CALIFORNIA**
2 **LAW AND DUE PROCESS**

3 To protect the rights of absent class members, the trial court must provide the best notice
4 practicable to class members. (*See Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12; *Eisen v.*
5 *Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-175.) There is no requirement that all class members
6 receive actual notice, whether by mail or some other means; rather, “individual notice must be provided to
7 those class members who are identifiable through reasonable effort.” (*Eisen*, 417 U.S. at 175.)

8 The notice plan, as approved by the Court, has been fully implemented by the Settlement
9 Administrator, Phoenix. On or about April 9, 2026, Phoenix received from Defendant’s counsel data for
10 90 Class Members, including their contact and the workweek information. (*Declaration of Settlement*
11 *Administrator Jarrod Salinas* (“SA Decl.”), at ¶ 3.) Phoenix updated the mailing addresses utilizing the
12 National Change of Address Database maintained by the U.S. Postal Service. (*Id.* at ¶ 4.) On or about
13 April 24, 2026, Phoenix mailed Notice Packets containing the Notice of Class Action Settlement, in both
14 English and Spanish, to all 90 Class Members. (*Id.* at ¶ 5.) The Notice Packet advised Class Members that
15 they could take no action and become Settlement Class Members, opt-out of the settlement, dispute their
16 Workweeks or contact information, or submit an objection postmarked by the Response Deadline of June
17 23, 2026.

18 As of September 3, 2026, Zero (0) Notice Packets have been returned to Phoenix. (*Id.* at ¶ 6.) As of
19 September 3, 2026, Phoenix has received zero (0) valid Request for Exclusion from a Class Member
20 opting out of the Settlement. (*Id.* at ¶ 7.) As of September 3, 2026, Phoenix has received zero (0)
21 objections to the Settlement and zero (0) disputes regarding the payment information. (*Id.* at 8 and 9.) If
22 the Court approves Class Counsel’s requested award of attorney’s fees and costs, the Class Representative
23 Service Awards, and the Settlement Administration Costs, then the average estimated Individual
24 Settlement Payment will be approximately \$458.04 , and the highest estimated Individual Settlement
25 Payment will be approximately \$1,987.27. (*SA Decl.*, at ¶ 13; *Savoy Decl.*, at ¶ 28.) Since there will be no
26 residue from the fund, there will necessarily be no Reapportioned Settlement Payments to Class Members.

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1 **V. FINAL APPROVAL OF THE SETTLEMENT IS APPROPRIATE**

2 The trial court has broad discretion to determine whether a proposed class action settlement is fair.
3 (*Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1138.) There is a presumption of fairness of a
4 class action settlement when: (1) the settlement is reached as a result of arm's length negotiations; (2)
5 there has been sufficient investigation and discovery; (3) counsel is experienced in similar litigation; and
6 (4) the percentage of objectors is small. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.)
7 Before approving a class action settlement, a trial court must develop an understanding "of the amount that
8 is in controversy and the realistic range of outcomes of the litigation." (*Kullar v. Foot Locker Retail, Inc.*
9 (2008) 168 Cal.App.4th 116, 120.) However, the parties need not provide an explicit statement of the
10 maximum amount plaintiffs could have potentially recovered. (*Munoz v. BCI Coca-Cola Bottling Co. of*
11 *Los Angeles* (2010) 186 Cal.App.4th 399, 409.)

12 **A. The Proposed Settlement Was Reached Through Arm's Length Bargaining**

13 The Settlement was reached following extensive negotiations during and after a private mediation
14 with professional mediator Henry Bongiovi, Esq. The settlement negotiations were at arm's length and,
15 although conducted in a professional manner, were adversarial. The parties went into the mediation
16 session willing to explore the potential for a settlement of the dispute, but each side was also prepared to
17 litigate its position through trial and appeal if a settlement had not been reached. (*Savoy Decl.* ¶¶ 15 - 28.)

18 During mediation, Plaintiff strongly asserted the validity of his arguments and his assessment that
19 this case could be worth a substantial amount of money. However, as the mediation progressed,
20 Defendant presented their arguments as to various issues, and it became apparent that many issues would
21 be highly disputed and could pose a risk to both parties in going forward with litigation. As a result, the
22 parties agreed to resolve this matter. (*Savoy Decl.* ¶ 24.)

23 Moreover, Mr. Bongiovi presided over the back and forth exchange of information, and helped
24 guide the parties towards what he believed, based on his experience, was a reasonable resolution given the
25 disputed issues of liability. (*Savoy Decl.* ¶ 25.)

26 Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence
27 to the contrary is offered. (*Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447; *Mars Steel Corp. v.*
28 *Continental Illinois Nat'l Bank & Trust Co.* (7th Cir. 1987) 834 F.2d 677, 682; *In re Chicken Antitrust*

1 *Litig.* (N.D. Ga. 1980) 560 F. Supp. 957, 962.) Courts do not substitute their judgment for that of the
2 proponents, particularly where, as here, settlement has been reached with the participation of experienced
3 counsel familiar with the litigation. (*Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. 2004)
4 221 F.R.D. 523, 528; *Hammon v. Barry* (D.D.C. 1990) 752 F. Supp. 1087, 1093; *Steinberg v. Carey*
5 (S.D.N.Y. 1979) 470 F. Supp. 471, 478; *In re Armored Car Antitrust Litig.* (N.D. Ga. 1979) 472 F. Supp.
6 1357, 1368; *Sommers v. Abraham Lincoln Federal Sav. & Loan Ass'n* (E.D. Pa. 1978) 79 F.R.D. 571,
7 580.)

8 **B. Settlement Negotiations Were Conducted Based on Sufficient Investigation and Discovery**

9 Prior to the Settlement, Plaintiff's counsel conducted an investigation into the claims alleged by
10 Plaintiff, conducted legal research, and engaged in extensive formal and informal discovery. Prior to
11 mediation, the Parties met and conferred regarding the scope of discovery necessary for the Parties to
12 engage in a productive mediation. It was agreed that the Parties would exchange agreed upon documents
13 and class records/data prior to mediation. (*Savoy Decl.*, at ¶ 9.)

14 Defendant LRS produced, among other things, hundreds of pages relevant written policies and
15 procedures, Plaintiff's personnel file (inclusive of Plaintiff's time and payroll records), and an agreed upon
16 20% sampling of class payroll and timekeeping data. Plaintiff's Counsel's review of the time records,
17 payroll records, and information relating to the size and scope of the Class, was sufficient data to permit
18 Plaintiff's Counsel and their retained expert to understand the number of workweeks and pay periods at
19 issue in the Class and PAGA Periods. The Parties agreed that the above-described investigation and
20 evaluation, as well as the information exchanged during the settlement negotiations, were more than
21 sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair
22 and equitable basis. (*Savoy Decl.*, at ¶ 10.)

23 Through discovery and investigation, my office was able to identify multiple current and former
24 employees of Defendant that provided valuable information that allowed my office and our expert to
25 clarify any apparent discrepancies in the data provided by Defendant. (*Savoy Decl.*, at ¶ 11.)

26 For example, Defendant's records, by their face, could not provide us with information regarding
27 the alleged Off-The-Clock work or whether rest breaks were given in compliance with the applicable laws.
28 Through the interviews conducted by Plaintiff's Counsel, it appeared that on average, the employees we

1 spoke with conducted approximately 30 minutes of work while off-the-clock per shift. Further, it was
2 determined that at least one rest break every shift was either missed, interrupted, or cut short due to the
3 interviewed employees' work duties. This information simply could not have been known by the face of
4 the records and standard written discovery. (*Savoy Decl.*, at ¶ 12.) This information could not have been
5 gleaned from the face of the payroll and timekeeping records themselves.

6 Plaintiff's statistical experts analyzed this information, including data for approximately 13,000+
7 unique shifts and 1,000+ workweeks. Based on this analysis, Plaintiff's Counsel was able to evaluate the
8 potential liability and damages for the Class Members. As such, Plaintiff's Counsel was able to act
9 intelligently and effectively in negotiating the proposed Settlement. (*Savoy Decl.*, at ¶ 13.)

10 **C. None of the Class Members Have Objected to the Settlement**

11 The Class Members' positive response is indicative of the fairness of the Settlement. To date, zero
12 objections have been submitted to the Settlement Administrator, and 100% of the Class Members are
13 participating in the Settlement. (*SA Decl.*, ¶ 8-10.)

14 **D. Assessment of Amount in Controversy and Risks Associated with Proceeding**

15 **Class Action Settlement Amount is Fair, Just, and Reasonable**

16 Plaintiff and Plaintiff's counsel remain confident of the merits of Plaintiff's claims. Plaintiff and
17 Plaintiff's counsel considered several factors in reaching the decision to settle at this point in the litigation.
18 Plaintiff's counsel has calculated the maximum damages of the Class Members, exclusive of PAGA
19 penalties, to be approximately Two Million, Four Hundred Eighty-Four Thousand, Four Hundred Twenty-
20 One Dollars and Fifty-Nine Cents (\$2,484,421.59) and believes this amount would be the maximum
21 damage potential should the case proceed to trial. (*Savoy Decl.*, at ¶ 18.)

22 Given the maximum potential damages, the settlement sum of One Hundred Fifty Thousand
23 Dollars (\$150,000.00) is reasonable considering the substantial risks entailed by this case. The GSA
24 amounts to approximately 6% of the maximum exposure amount. Based on my and my partner Shoham J.
25 Solouki, Esq.'s extensive experience litigating wage and hour class actions, Plaintiff's Counsel estimates a
26 Sixty Percent (60%) likelihood of obtaining and maintaining certification of Plaintiff's claims, which
27 reduces the value of these claims. Further, my office further estimates that there is a Sixty Percent (60%)
28 chance that Plaintiff will defeat a dispositive motion and prevail at trial on his individual and class claims,

1 further reducing the value of the claims. Taking these two significant risk factors into account, a more
2 realistic damages recovery analysis brings values the instant action at approximately Eight Hundred
3 Ninety-Four Thousand Three Hundred Ninety-One Dollars and Seventy-Seven Cents (~\$894,391.77). The
4 GSA is approximately 17% of the revised and reduced total damages exposure. The significant risk that
5 this Court may deny class certification is obviated by the Settlement. Moreover, continued litigation
6 would very likely reduce and substantially delay recovery by Class Members. In contrast, because of the
7 proposed Settlement, Class Members will receive timely relief and avoid the risk of an unfavorable
8 judgment and avoids the possibility of having all, or a portion, of the class and representative claims lost
9 to a dispositive motion. (*Savoy Decl.*, at ¶ 20.)

10 Defendant, on the other hand, strongly contends that its policies and practices do not violate any
11 laws and that it complied with all applicable laws. Specifically, Defendant maintains that Plaintiff's claims
12 that he and class members were not paid for all hours worked is factually incorrect. It is Defendant's
13 position that there would be no liability for unpaid wages and overtime, and therefore, the derivative
14 claims of waiting time penalties, untimely wage payments and inaccurate wage statements therefore also
15 fail. Defendant further contends that it provided meal and rest breaks as required by law and is not
16 required to ensure that employees took every meal and rest period made available to them. (*Brinker*
17 *Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012).) Even if the data were to show that meal
18 periods were not taken, time records alone cannot establish a meal break violation under California law.
19 (*See Donohue v. AMN Servs., LLC*, 29 Cal. App. 5th 1068, 1088 n. 25, as modified (Dec. 28, 2018),
20 review granted, 2019 WL 1388808, at *1 (Cal. Mar. 27, 2019) (finding that "an employer's time records
21 may . . . [only] reflect a section 226.7 violation" in the class certification context, and not on the merits
22 either at trial or on summary judgment); *Brown v. Federal Express Corp.*, 249 F.R.D. 580, 587 (C.D. Cal.
23 2008) (time records could not prove break claims as they would not provide reason for missed breaks).)

24 Additionally, Defendant contends that Plaintiff would not obtain class certification on his claims,
25 particularly because the claims would require an individualized inquiry. (*See Koval v. Pacific Bell*
26 *Telephone Co.*, 232 Cal. App. 4th 1050, 1062 (2014) (denying certification and holding that plaintiff's
27 failure to demonstrate that allegedly unlawful policies were consistently applied "create[d] a shifting
28 kaleidoscope of liability determinations that render this case unsuitable for class action treatment"); *Dailey*

1 v. *Sears, Roebuck & Co.*, 214 Cal. App. 4th 974, 1002 (2013) (denying class certification of meal period
2 and rest break claims of employees alleging that they did not regularly take uninterrupted meal and rest
3 breaks where there was no evidence of a uniform policy showing that the Company required the
4 employees to forego breaks.) In such an event, there would be no recovery for Class Members at all. A
5 discount was required at this stage of the litigation for settlement purposes based on these risk factors.
6 The significant risks that this Court may deny class certification or rule against Plaintiff on the merits are
7 obviated by the Settlement, as is any risk associated with trial. Moreover, continued litigation would very
8 likely reduce and substantially delay recovery by Class Members. In contrast, because of the proposed
9 Settlement, Class Members will receive timely relief and avoid the risk of an unfavorable judgment.

10 Furthermore, while Plaintiff is confident in the merits of the case, a legitimate controversy exists as
11 to each cause of action. It must be noted that a large portion of the non-PAGA and non-penalty class
12 damages are attributable to meal and rest period violations (approximately 26% of all non-PAGA
13 damages). Further, the Unpaid Off-The-Clock claim and Rest Break Violation claim (approximately 60%
14 of all non-PAGA damages) are both based solely on subjective information, such as statements given by
15 Plaintiff and Class Members, in opposition to valid written timekeeping and rest break policies, making
16 them hard to certify, and even harder to prove to the tier of fact. This substantial factor was taken into
17 consideration when valuing the reasonableness of the Settlement. (*Savoy Decl.*, at ¶ 21.)
18 Plaintiff also recognizes that proving the amount of wages due to each individual Class Member, while
19 feasible, would be an expensive, time-consuming, and extremely uncertain proposition. (*Savoy Decl.*, at ¶
20 16.)

21 With the current full participation of all 90 employees in the settlement, the settlement
22 administrator has calculated that each class member will recover on average \$458.04. The average
23 workweek recovery from the NSA is \$6.88. The maximum recovery for a class member is approximately
24 \$1,987.27. The minimum recovery for a class member is approximately \$6.88. On average, this amount is
25 far from insignificant, especially because most class members will never pursue their individual claims.
26 (*SA Decl.*, at ¶ 13.) On average, this amount is far from insignificant, especially because most class
27 members will never pursue their individual claims. (*Savoy Decl.*, at ¶ 28.)

28 In sum, when the risks of litigation, the uncertainties involved in achieving class certification, the

1 burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are
2 balanced against the merits of Plaintiff's claims, it is clear that the Maximum settlement amount is fair,
3 adequate, and reasonable. (*Savoy Decl.*, at ¶ 23.)

4 **Settlement Amount Allocated to PAGA Claim Is Fair, Just, and Reasonable**

5 The settlement administrator has calculated the number of unique PAGA pay periods to be 1,413.
6 Plaintiff's statistical expert has calculated the total PAGA penalty exposure to be approximately One
7 Million Nine, Hundred Sixty-One Thousand, Five Hundred Eighty-Six Dollars and Sixty Cents
8 (~\$1,961,586.60). As noted with non-PAGA penalties and damages, Plaintiff's Counsel estimates a sixty
9 percent (60%) chance of beating a motion for summary judgment/adjudication on the underlying Labor
10 Code causes of action and the element of whether Plaintiff is an "aggrieved employee," as well as a 60%
11 chance of a favorable outcome at trial. This reduces Defendant's potential PAGA penalty exposure to
12 approximately Seven Hundred Six Thousand One Hundred Seventy-One Dollars and Seventeen Cents
13 (\$706,171.17). However, as explained below, this number must be greatly reduced when the facts and
14 evidence presented during litigation and mediation are taken into account. As a part of the Settlement, the
15 Parties jointly agreed to attribute a total of Twenty-Five Thousand Dollars (\$25,000.00) to PAGA
16 penalties, which amounts to approximately 17% of the GSA. For the reasons below, Plaintiff's Counsel
17 believed that the PAGA allocation is more than fair, just, and reasonable for the Class Members. (*Savoy*
18 *Decl.*, 30.)

19 Through discovery and investigation, as well as further evidence presented at mediation, it became
20 abundantly clear that the majority of all Labor Code violations occurred within the first three (3) years of
21 the alleged class period. Defendant's timekeeping, meal and rest break, and reimbursement policies for
22 the entire class period appear facially valid. Based on timekeeping records and interviews with Plaintiff
23 and aggrieved employees, Defendant's apparent practice and enforcement of said policies appears to have
24 changed during the class period. Plaintiff's non-subjective and non-derivative PAGA penalty claims are
25 based primarily on meal break violations. (*Savoy Decl.*, 31.)

26 More importantly, by allocating a majority of the GSA to class action claims, the Class Members
27 will actually receive a majority of the GSA. As such, the PAGA allocation is in the best interest of Class
28 Member, and therefore should be deemed reasonable and fair. As such, Plaintiff believes it is proper to

1 attribute approximately Seventeen percent (17%) of the class action portion of the Gross Settlement
2 Amount to PAGA penalties. (*Savoy Decl.*, at ¶ 32.)

3 **VI. THE CLASS REPRESENTATIVE SERVICE AWARD IS REASONABLE**

4 Plaintiffs in class action lawsuits are eligible for reasonable service payments as compensation “for
5 the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz v.*
6 *BCI Coca-Cola Bottling Company of Los Angeles* (2010) 186 Cal.App.4th 399, 412.) The Settlement
7 provides for a Class Representative Service Award not to exceed \$10,000.00 for Plaintiff. (*Settlement*, ¶
8 1.14, 2.B.) The requested service payment is reasonable according to controlling and persuasive case
9 law. (*See Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 805-6.) The
10 payment is intended to recognize the substantial time and effort that Plaintiff expended on behalf of the
11 Class. (*Savoy Decl.* ¶¶ 32.) Throughout this litigation, Plaintiff cooperated with counsel and took actions
12 to protect the interests of the Class. (*Savoy Decl.* ¶ 34; *Declaration of Marco Antonio Najjar* (“*Najar*
13 *Decl.*”), ¶¶ 5-8.) Plaintiff provided valuable information regarding potential witnesses, Defendant’s meal
14 period and rest period practices, Defendant’s reimbursement practices, and Defendant’s failure to properly
15 compensate for overtime hours. (*Id.*) Plaintiff kept informed of the developments in the Action, informed
16 counsel of information relevant to the Action, participated in decisions concerning the Action, provided
17 counsel with the names and contact information of potential witnesses, and was engaged and present
18 during all mediation proceedings. (*Id.*) The information and documentation provided by Plaintiff was
19 instrumental in establishing the wage and hour violations alleged in the Action, and the recovery provided
20 for in the Settlement Agreement would have been impossible to obtain without Plaintiff’s active
21 participation. (*Id.*)

22 Plaintiff faced many risks in bringing the lawsuits as class actions. (*Savoy Decl.* ¶ 35; *Najar*
23 *Decl.*, ¶¶ 5-8.) Because of Plaintiff’s efforts, 90 Class Members will now have the opportunity to
24 participate in a settlement and to recover payment for wage violations they may have never known about
25 on their own or been willing to pursue on their own. (*Id.*) If each Class Member attempted to pursue his
26 or her legal remedies individually, each person would have been required to expend a significant amount
27 of his or her own monetary resources and time. (*Id.*) In sum, the Action would not have been possible
28 without the aid of Plaintiff, who put his own time and effort into the litigation, sacrificed the value of his

own individual claims, and placed himself at risk for the sake of the other Class Members (*Id.*) The requested Class Representative Service Award of \$10,000.00 to Plaintiff is therefore reasonable to compensate Plaintiff for his active participation in the Action. (*Id.*)

VII. CLASS COUNSEL IS ENTITLED TO AN AWARD OF REASONABLE ATTORNEY'S FEES AND COSTS

The Settlement provides for attorney's fees and costs to Class Counsel in an amount up to one-third (33 & 1/3%) of the Maximum Settlement Amount, for a maximum fee award of \$50,000.00, plus actual litigation expenses not to exceed \$20,000.00. (*Settlement*, ¶ 1.7, 3.2.2.) Plaintiffs request attorney's fees pursuant to the "common fund theory" with a lodestar cross-check. The requested fees are far below the range of fees generally sought and approved in common fund class action cases and the fees are also reasonable based on Class Counsel's total lodestar. (*Savoy Decl.*, ¶ 36.)

A. The Requested Attorney's Fees Are Reasonable Under the Common Fund Theory

The request for attorney's fees as a percentage of the Maximum Settlement Amount is supported by the "common fund theory," where "one who expends attorney's 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." (*Serrano v. Priest* (1977) 20 Cal.3d 25, 35.) The percentage is properly based upon the gross settlement, rather than on the amount of claims made. (*Williams v. MGM-Pathe Communications Co.* (9th Cir. 1997) 129 F.3d 1026, 1027.) The lodestar may be cross-checked against the percentage-of-recovery method. (See *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal. 5th 480, 506 (2016); *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 556-558.)

The purpose of the common fund/percentage approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized that the common fund 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." (*Id.* at 110.)

Several courts have expressed frustration with the alternative "lodestar" approach for deciding fees, which usually involves wading through voluminous and often indecipherable time records. (See, e.g.,

1 *In re Activision Securities Litigation* (N.D. Cal. 1989) 723 F. Supp. 1373, 1375.) The recognized
2 advantages of the percentage of the fund method include “relative ease of calculation, alignment of
3 incentives between class counsel and the class, a better approximation of market conditions in a
4 contingency case, and the encouragement it provides counsel to seek an early settlement and avoid
5 unnecessarily prolonging the litigation.” (*Laffitte*, 1 Cal.5th at 503.) Since *Serrano*, California appellate
6 courts routinely apply the percentage method to award attorney’s fees in common fund cases. (See, e.g.,
7 *Lafitte*, 1 Cal. 5th at 506; *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558 (“It is not an
8 abuse of discretion to choose [the percentage] method over [the lodestar method] as long as the method
9 chosen is applied consistently using percentage figures that accurately reflect the marketplace.”); *Chavez*
10 *v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 63 (“[F]ees based on a percentage of the benefits are ...
11 appropriate in large class actions when the benefit per class member is relatively low”); *Annie Computer*
12 *Inc. v. Superior Court* (2005) 126 Cal.App.4th 1253, 1271 (“[A]ttorneys’ fees awarded under the common
13 fund doctrine are based on a ‘percentage-of-the-benefit’ analysis”); *Lealao v. Beneficial California, Inc.*
14 (2000) 82 Cal.App.4th 19, 27 (“Percentage fees have traditionally been allowed in ... common fund
15 cases”).)

16 The percentage of attorney’s fees set forth in the Settlement Agreement, i.e. 33 1/3% of the Gross
17 Settlement Amount, is reasonable. Historically, courts have awarded percentage fees in the range of 20%
18 to 50%, depending on the circumstances of the case. (*Newberg on Class Actions*, 4th Ed. 2002, § 14: 6.)
19 Furthermore, California and federal courts have long recognized that a percentage of recovery for
20 attorney’s fees is properly awarded on the basis of the total settlement fund. (*Boeing v. Van Gemert* (1980)
21 444 U.S. 472, 480-481; see also *In re Consumer Privacy Cases*, 175 Cal.App.4th at 558 n.13 (“Empirical
22 studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in
23 class actions average around one-third of the recovery”) (emphasis added).)

24 Here, the Gross Settlement Amount is \$150,000.00. The requested attorney’s fees are one-third
25 (1/3) of that total, or \$50,000.00, which is the standard attorney fee requested per the common fund
26 theory. The requested fee percentage is less than that charged by Class Counsel for other employment
27 cases, which is 40%. Moreover, Class Counsel invested significant time and resources into this case, with
28 payment deferred to the end of the case and entirely contingent on the outcome. (*Savoy Decl.*, generally.)

1 It has been a long-recognized principle that an attorney merits a significantly larger fee when the
2 compensation is contingent, rather than being fixed on a time or contractual basis. (See *Vizcaino v.*
3 *Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1048-51.) In the almost two years that this case has been
4 pending, Class Counsel has advanced all expenses and has not received any compensation or
5 reimbursement for efforts in prosecuting the action on behalf of Class Members. The significant outlay of
6 monetary and personnel resources has been completely at risk and wholly dependent upon obtaining a
7 substantial recovery for the Class. (*Id.*) Class Counsel should not be penalized with a lower fee for settling
8 the case prior to filing a motion for class certification, because the percentage of the fund method
9 “encourages early settlement, which avoids protracted litigation.” (*Laffitte*, 1 Cal.5th at 490.) Thus, the
10 requested award of attorney’s fees is reasonable under the percentage of the fund method.

11 **B. The Requested Attorney’s Fees Are Reasonable Under the Lodestar Method**

12 Plaintiff’s fee application is reasonable based on Class Counsel’s lodestar. Under the lodestar
13 method, the court considers a compilation of the time spent and a reasonable hourly compensation of each
14 attorney to evaluate the reasonableness of the fee requested.

15 Here, Class Counsel’s total lodestar is approximately \$178,925.00, which is based upon 210.5 hours of
16 attorney time at customary hourly rates for Class Counsel (\$850.00 per hour). (*Savoy Decl.* ¶¶ 38-40.)
17 Thus, Plaintiffs’ request for \$50,000.00 in attorney’s fees, which is approximately 28 percent of the actual
18 lodestar, is reasonable under the lodestar method.

19 **1. Class Counsel’s Hours Are Reasonable**

20 In determining whether the number of hours expended on the litigation was reasonable, the court
21 must determine that “the time spent was reasonably necessary and that [] counsel made ‘a good faith effort
22 to exclude from the fee request hours that are excessive, redundant, or otherwise unnecessary.’” (*Jordan v.*
23 *Multnomah County* (9th Cir. 1987) 815 F.2d 1258, 1263 n.8.) The court “should defer to the winning
24 lawyer’s professional judgment as to how much time he was required to spend on the case.” (*Moreno v.*
25 *City of Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112 (noting that “[l]awyers are not likely to spend
26 unnecessary time on contingency fee cases in the hope of inflating their fees. The payoff is too uncertain,
27 as to both the result and the amount of the fee.”). “Testimony of an attorney as to the number of hours
28 worked on a particular case is sufficient evidence to support an award of attorney fees, even in the absence

1 of detailed time records” (citations omitted). *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559; see also
2 *Wershba*, 91 Cal.App.4th at 255 (“California permits fee awards in the absence of detailed time sheets”);
3 *Laffitte*, 1 Cal.5th at 505 (trial court properly exercised its discretion to perform the lodestar cross-check
4 “using counsel declarations summarizing overall time spent rather than demanding and scrutinizing daily
5 time sheets in which the work performed was broken down by individual task”).)

6 Here, Class Counsel has spent **210.5** hours litigating this case to bring it to resolution, not including the
7 estimated dozens of hours preparing for and attending the final approval hearing and monitoring the
8 administration of the settlement and distribution of funds to Participating Class Members. The efforts
9 expended by Class Counsel to achieve this excellent result include, but are not limited to, the following:
10 interviews with Plaintiff and class members/witnesses and review of documents provided by Plaintiff and
11 class members/witnesses; preparation of class action complaint; filing of the class action complaint;
12 meeting and conferring with Defendant’s counsel to obtain relevant documents and information; preparing
13 and filing an amended complaint to comport with the agreed upon terms of the settlement; communicating
14 with Plaintiff and witnesses regularly regarding the status of the case; propounding requests for production
15 of documents, special interrogatories, requests for admission, and form interrogatories to Defendant;
16 meeting and conferring with Defendant’s counsel about Defendant’s production of sample class data;
17 review and analysis of a substantial sampling of time records, payroll records, and other employment
18 records; working with an expert statistician to analyze the data sample; legal research regarding
19 Defendant’s wage and hour practices; preparing for and attending two separate mediations; engaging in
20 month’s long settlement negotiations; appearing at multiple status conferences and informal conferences;
21 participating in settlement discussions; drafting, negotiation, and revision of the Settlement, the Notice
22 Packet, and Motion for Preliminary Approval; communicating with the Settlement Administrator and
23 monitoring the notice and objection process; negotiating the revised notice plan and obtaining court
24 approval of the process; and drafting the Motion for Final Approval and supporting papers. (*Savoy Decl.*,
25 generally.) Class Counsel also bears the risk of taking whatever actions are necessary if Defendants fail to
26 pay. (*Savoy Decl.*, generally.) Thus, the Court should find that Class Counsel’s hours were necessary and
27 reasonable to achieve the excellent result on behalf of the Class.

28 ///

1 **2. Class Counsel's Hourly Rates Are Reasonable**

2 The reasonable hourly rate is that prevailing in the community for similar work. (*PLCM Group,*
3 *Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) “[I]n assessing a reasonable hourly rate, the trial court is
4 allowed to consider the attorney’s skill as reflected in the quality of work, as well as the attorney’s
5 reputation and status.” (*MBNA American Bank, N.A. v. Gorman* (2006) 147 Cal.App.4th 1, 3.) The trial
6 court may also “find hourly rates reasonable based on evidence of other courts approving similar rates.”
7 (*Parkinson v. Hyundai Motor America* (C.D. Cal. 2010) 796 F.Supp.2d 1160, 1172.)

8 The prevailing billing or “market” rates in the Los Angeles area more than ten (10) years ago ranged
9 from \$275 to \$900 per hour. (*See Bihun v. AT&T Information Systems, Inc.* (1993) 13 Cal. App. 4th 976,
10 1004-1005.) In addition, these rates properly take into account the fact that payment in this matter will be
11 delayed for nearly more than two years. Several courts, including this Honorable Court, have approved
12 Class Counsel’s hourly rates. Given the skill and experience of Class Counsel in this case, and the result
13 achieved for the Class, the requested rates are reasonable and should be approved by this Court.

14 **C. Class Counsel's Costs Are Reasonable**

15 The Settlement Agreement provides for reimbursement of Class Counsel’s costs not to exceed
16 \$20,000.00. (*Settlement*, ¶ 3.2.2.) Class Counsel seeks an award of actual costs incurred in the amount of
17 \$16,594.26, far below the “not to exceed” amount of \$20,000.00 bargained for by the Parties. (*Savoy Decl.*
18 ¶¶ 46-47.) Class Counsel were required to expend the funds prosecuting this case to a successful
19 resolution on, among other things, court filing fees, document service, mediation fees, the services of
20 statistical experts, court reporters and transcripts, postage, and copying. Because these costs are reasonable
21 and far below the capped “not to exceed” amount of \$20,000.00, which no Class Member has objected to,
22 Class Counsel respectfully request that the Court approve an award of costs in the amount of \$16,594.26.
23 (*Savoy Decl.*, ¶ 47.)

24 **D. Neither Defendants Nor the Class Members Oppose the Request for Fees and Costs**

25 Significantly, none of the Class Members objected to the requested award of fees and costs. (*SA*
26 *Decl.*, ¶ 8.) Additionally, Defendants do not oppose the requested award of fees and costs. (*Settlement* ¶
27 3.2.2). The Court should grant final approval of the attorney’s fees and costs agreed upon by the parties.

28 ///

1 **VIII. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE**

2 The Settlement Administrator's costs in the amount of \$6,000.00 are reasonable, given the tasks
3 performed and remaining to be performed. (*SA Decl.*, generally.) Plaintiff respectfully requests that the
4 Court approve Settlement Administration Costs in the amount of \$6,000.00.

5 **IX. NOTICE TO LABOR AND WORKFORCE DEVELOPMENT AGENCY**

6 On or about September 3, 2026, my office caused a copy of Plaintiff's Motion for Final Approval
7 of Class Action and PAGA Settlement the Motion for Final Approval of the Settlement Agreement to be
8 submitted to the California Department of Industrial Relations, Labor and Workforce Development
9 Agency via the Department's online portal and received a receipt of submission. A true and accurate copy
10 of the Receipt of Submission is attached to the Declaration of Grant Joseph Savoy as **Exhibit "A."**

11 **X. CONCLUSION**

12 For the foregoing reasons, the proposed Settlement is fair, adequate, and reasonable, and represents
13 an excellent opportunity for Class Members to recover for allegedly illegal wage and hour practices.
14 Plaintiff respectfully requests that the Court grant final approval of the Settlement and enter the proposed
15 order and judgment.

16 **SOLOUKI | SAVOY, LLP**

17 Dated: September 3, 2026

18 /s/ Grant Joseph Savoy
19 SHOHAM J. SOLOUKI, ESQ.
20 GRANT JOSEPH SAVOY, ESQ.
21 *Attorneys for Plaintiff Marco Antonio Najjar*
22 *and Those Similarly Situated*
23
24
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