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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

14 Case No.: 24STCV03136

15 CLASS AND REPRESENTATIVE
16 ACTION

17 *[Assigned to Hon. Samantha P. Jessner
18 in Dept. SS-7]*

19 MARIA CRISTINA ANGULO,
20 individually and on behalf of other
21 persons similarly situated and similarly
22 aggrieved employees,

23 Plaintiffs,

24 v.

25 BUENA VIDA LEARNING SERVICES,
26 INC.; JAIME RODRIGUEZ;
27 MAGDALENA MIRANDA; and DOES
28 1 through 50,

Defendants.

**PLAINTIFF’S NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
CLASS REPRESENTATIVE’S
ENHANCEMENT AWARD, CLASS
COUNSEL ATTORNEYS’ FEES AND
COSTS, SETTLEMENT
ADMINISTRATION COSTS, AND
LWDA PAYMENT**

[FILED CONCURRENTLY WITH THE
COMPENDIUM OF DECLARATIONS BY:
(1) CHANTAL SOTO-NAJERA; (2) HAIK
HACOPIAN, (3) ZORIK MOORADIAN, (4)
MARIA CRISTINA ANGULO, AND
[PROPOSED] ORDER]

Date: March 26, 2026

Time: 10:00 a.m.

Dept.: SS-7

1 **PLEASE TAKE NOTICE** that, pursuant to Cal. Rules of Court, rule 3.769, on March
2 26, 2026 at 10:00 a.m. or as soon thereafter as the matter may be heard in Department SS-7
3 of the above-entitled Court located at 312 North Spring Street, Los Angeles, California 90012,
4 Plaintiff Maria Cristina Angulo ("Plaintiff"), individually and on behalf of a similarly-situated
5 class of individuals, will and hereby does move this Court for entry of an Order pursuant to
6 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.769:

7 1. Confirming the certification of the Settlement Class for settlement purposes
8 under Section 382 of the California Code of Civil Procedure, defined as follows:

9 All current and former non-exempt employees who worked for
10 Defendant Buena Vida Learning Services, Inc. in California during
11 the period starting February 5, 2020 through May 7, 2025 ("Class
12 Period");

13 2. Confirming the appointment of Plaintiff Maria Cristina Angulo as Class
14 Representative;

15 3. Confirming the appointment of Zorik Mooradian and Haik Hacopian of
16 Mooradian Law, APC as Class Counsel;

17 4. Granting final approval of the Amended Joint Stipulation of Class Action and
18 PAGA Settlement ("Settlement Agreement" or "S.A.");

19 5. Approving an award of \$400,000 in Attorneys' Fees to Class Counsel;

20 6. Approving an award of \$16,697.33 in litigation costs and expenses to Class
21 Counsel;

22 7. Approving an award of \$12,750.00 in Settlement Administration Costs to CPT
23 Group;

24 8. Approving an allocation of \$40,000 for Private Attorneys General Act
25 ("PAGA") claims with respective division and payments as follows: 75% (\$30,000) to the
26 California Labor and Workforce Development Agency ("LWDA") and 25% (\$10,000) to
27 PAGA Settlement Class Members, defined as: "all current and former non-exempt employees
28 who worked for Defendant Buena Vida Learning Services, Inc. in California at any time

1 during the PAGA Period,” starting July 15, 2023 through May 7, 2025 (“PAGA Period”); and

2 9. Approving an Enhancement Award of \$15,000 to Plaintiff for her services as
3 the Class Representative and for agreeing to a general release.

4 This Motion is made on the following grounds: (1) the Settlement Class continues to
5 meet the requirements for class certification for settlement purposes only under Code of Civil
6 Procedure § 382; (2) Plaintiff and previously appointed Class Counsel continue to be adequate
7 representatives of the Settlement Class; (3) the Settlement is a fair, adequate, and reasonable
8 compromise of disputed wage and hour claims; (4) the requested awards of Class Counsel
9 Attorneys’ Fees, Class Counsel Costs, Enhancement Award, and Settlement Administration
10 Costs, are all fair, adequate, and reasonable; and (5) in light of the foregoing, the [Proposed]
11 Order and Judgment Granting Final Approval of Class Action Settlement submitted herewith
12 should be entered so as to give finality to, and allow for disbursements from, the Settlement.

13 This Motion is based on this Notice of Motion, the accompanying Memorandum of
14 Points and Authorities, the Declaration of Chantal Soto-Najera, the Declaration of Haik
15 Hacopian, the Declaration of Zorik Mooradian, the Declaration of Maria Cristina Angulo, the
16 pleadings and other papers filed in this action, and on any further oral or documentary
17 evidence or argument presented at the time of hearing.

18
19 Dated: Mar. 5, 2026

MOORADIAN LAW, APC

20 By: /s/Haik Hacopian
21 Zorik Mooradian, Esq.,
22 Haik Hacopian, Esq.,
23 Attorneys for Plaintiff, individually and on behalf
24 of other persons similarly situated and similarly
25 aggrieved employees

TABLE OF CONTENTS

	PAGE NO.
I. INTRODUCTION	1
II. FACTUAL AND PROCEDURAL BACKGROUND	4
A. Plaintiff's Lawsuit	4
B. Discovery and Mediation	4
C. Grant of Preliminary Approval	5
III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS	5
A. Monetary Terms	5
B. Summary of Notice Process and Response from the Settlement Class	7
C. Timing of Payments and Uncashed Checks	7
IV. THIS COURT SHOULD CONFIRM ITS CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS FOR SETTLEMENT PURPOSES BECAUSE IT MEETS ALL OF THE REQUIREMENTS FOR CLASS CERTIFICATION UNDER CODE OF CODE OF CIVIL PROCEDURE § 382	8
A. This Court Should Finally Approve the Settlement Because It Is a Fair, Adequate, and Reasonable Compromise of Disputed Wage and Hour Claims	9
1. The Settlement Was Reached Via Arm's-Length Bargaining Through Experienced Counsel and An Experienced Mediator and Was Based on Sufficient Information to Intelligently Negotiate a Fair Settlement in Light of the Claims Asserted and Risks of Continued Litigation.....	9
2. The Settlement Fairly, Reasonably, and Adequately Compensates Settlement Class Members Because Each Participating Class Member Will Be Paid Based on the Extent of His or Her Injury as Compared to Other Class Members.....	12
3. The Absence of Any Objections and Only Three Exclusion Requests Further Confirms That the Settlement Is a Fair, Adequate, and Reasonable Compromise of the Disputed Claims at Issue	12
V. AN AWARD OF ATTORNEYS' FEES SHOULD BE APPROVED.....	13
A. Class Counsel's Fees Should be Approved as a Percentage of the Total Common Fund Created for the Class.....	13
B. Factors Supporting the Fee Award.....	15
1. The Amount of the Settlement	15
2. The Named Plaintiff Signed a Retainer Agreement.....	15
3. The Defendant and the Class Do Not Object to the Attorney Fee Agreement	16
4. The Contingent Risk Factor	17

1	C. The Lodestar/Multiplier Cross-Check.....	17
2	D. A Lodestar Multiplier of 3.65 to 5.06 is Reasonable	18
3	E. Attorneys Fees v. Class Benefit	18
4	VI. PAYMENT OF COSTS TO CLASS COUNSEL SHOULD BE	
5	APPROVED.....	19
6	VII. THE COURT SHOULD FINALLY APPROVE PLAINTIFF’S REQUESTED	
7	ENHANCEMENT AWARD BECAUSE IT IS FAIR, ADEQUATE, AND	
8	REASONABLE IN VIEW OF PLAINTIFF’S EFFORTS AND THE RISKS THAT	
9	SHE ASSUMED IN THIS LITIGATION ON BEHALF OF THE	
10	CLASS.....	20
11	VIII. THE PAGA ALLOCATION AND PAYMENTS SHOULD BE APPROVED.....	21
12	IX. THE ADMINISTRATION FEE SHOULD BE APPROVED.....	21
13	X. CONCLUSION.....	22

TABLE OF AUTHORITIES

Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i>	
(2000) 85 Cal.App.4th 1135	13
<i>Activision Sec. Litig.</i>	
(N.D. Cal. 1989) 723 F Supp. at 1378-79	14
<i>Air Line Stewards, etc., Local 550 v. American Airlines, Inc.</i>	
(7th Cir. 1972)455 F.2d 101, 109	10
<i>Ali v. U.S.A. Cab, Ltd.</i>	
(2009) 176 Cal.App.4th 1333, 1350.....	11
<i>Bell v. Farmers Ins. Exchange</i>	
(2004) 115 Cal.App.4th 715, 726.....	19
<i>Boeing Company v. Van Gemert</i>	
(1980) 344 U.S. 472, 478	20
<i>Bond v. Ferguson Enters., Inc.,</i>	
(E.D.Cal. June 30, 2011) Civ. No. 1:09–1662 OWW MJS, 2011 WL 2648879, at *2, 15	
.....	21
<i>Brinker Restaurant Corp. v. Superior Court</i>	
(2012) 53 Cal.4th 1004.....	2, 11
<i>California Indirect Purchases</i>	
(October 22, 1998) WL1031494	14
<i>Chavez v. Netflix, Inc.</i>	
(2008) 162 Cal.App.4th 66, fn. 11	14
<i>Choate v. Celite Corp.</i>	
(2013) 215 Cal.App.4th 1460.....	12
<i>Clark v. American Residential Services LLC</i>	
(2009) 175 Cal.App.4th 785, 801.....	10
<i>Comcast Corp. v. Behrend</i>	
(2013) 133 S.Ct. 1426	3
<i>Craft v. County of San Bernardino</i>	
(C.D. Cal. 2008) 624 F.Supp.2d 1113, 1125.....	18
<i>Dunk v. Ford Motor Co.</i>	
(1996) 48 Cal.App.4th 1794, 1802.....	9, 13
<i>Duran v. U.S. Bank</i>	
(2014) 59 Cal.4th 1.....	3, 11
<i>Fischell v. Equitable Life Assur. Society of U.S.</i>	
(9th Cir. 2002) 307 F.3d 997, 1008.....	18
<i>Garner v. State Farm Mut. Auto. Ins. Co.</i> (N.D. Cal. Apr. 22, 2010) No. CV 08 1365 CW	
(EMC), 2010 WL 1687832, at *17 n.8	20

1	<i>Glass v. UBS Fin. Servs.</i>	
	(N.D. Cal. Jan. 26, 2017) No. C-06-4068 MMC, 2007 WL 221862, at *17	20
2	<i>Graciano v. Robinson Ford Sales, Inc.,</i>	
3	144 Cal. App.4th 140, 163 (2006).....	15
	<i>In re Cont'l Ill. Secs. Litig.,</i>	
4	(7th Cir. 1992) 962 F.2d 566, 568.....	16, 20
5	<i>In re Facsimile Paper Antitrust Litigation</i>	
	(San Francisco Sup. Ct. 1997) Civ. Case No. BC 0070061	14
6	<i>In re Milk Antitrust Litigation</i>	
7	(L.A. Sup. Ct. 1998) Civ. Case No. BC070061	14
	<i>Koval v. Pacific Bell Telephone Co.</i>	
8	(2014) 232 Cal.App.4th 1050.....	11
9	<i>Kullar v. Foot Locker Retail Inc.</i>	
	(2008) 168 Cal.App.4th 116, 129-31	10
10	<i>Laffitte v. Robert Half Int'l. Inc</i>	
11	(2016) 1 Cal 5th 480.....	3, 13
	<i>Lealao v. Beneficial Calif., Inc.</i>	
12	(2000) 82 Cal.App.4th 19, 46-47	14, 15, 16, 17
13	<i>Liquid Carbon Dioxide Cases</i>	
	(San Diego Sup. Ct. 1996) J.C.C.P. 3012	14
14	<i>Malibu Outrigger Bd. of Governors v. Superior Court</i>	
15	(1980) 103 Cal.App.3d 573, 578-79	9
	<i>Mallick v. Superior Court</i>	
16	(1979) 89 Cal.App.3d 434, 438.....	9
17	<i>Marlo v. United Parcel Service, Inc,</i>	
	(9th Cir. 2015) 600 Fed.Appx. 551	21
18	<i>Morgret v. Applus Tech., Inc.</i>	
19	(E.D. Cal. Jun. 1, 2015) Case No. 1:13-cv-01801-JLT, 2015 WL 3466389 at *17.....	18
	<i>Richmond v. Dart Industries, Inc.</i>	
20	(1981) 29 Cal.3d 462, 470.....	8
21	<i>Road Sprinkler Fitters Local Union No. 669 v. G&G Fire Sprinklers, Inc.</i>	
	(2002) 102 Cal.App.4th 765, 782.....	12
22	<i>Romero v. Producers Dairy Foods, Inc.</i>	
	(E.D. Cal. November 14, 2007) WL 3492841	14
23	<i>Ross v. U.S. Bank Nat'l Ass'n.</i>	
24	(N.D. Cal. Sept. 29, 2010) Civ. No. 3:07-2951 SI, 2010 WL 3833922, at *3	20
25	<i>Serrano v. Priest</i>	
	(1997) 20 Cal. 3d 25-34	13, 14
26	<i>Stambaugh v. Superior Court</i>	
	(1976) 62 Cal.App.3d 231, 236.....	9
27	<i>Staton v. Boeing Co.</i>	
28	(9th Cir.2003) 327 F.3d 938, 977	19

1	<i>Torchia v. W.W. Grainger, Inc.</i>	
	(C.D. Cal. Dec. 27, 2014) 30 F.R.D. 256, 277	18
2	<i>Torrise v. Tucson Elec. Power Co.</i>	
3	(9th Cir. 1993) 8 F.3d 1370, 1377	17
4	<i>Van Vranken v. Atlantic Richfield Co.</i>	
	(N.D. Cal. 1995) 901 F. Supp. 294	19
5	<i>Vincent v. Hughes Airwest, Inc.</i>	
	(9th Cir. 1977) 557 F.2d 759, 769	13, 14
6	<i>Vizcano v. Microsoft Corp.</i>	
7	(9th Cir. 2002) 290 F.3d 1043, 1051	17
8	<i>Wal-Mart Stores, Inc. v. Dukes</i>	
	(2011) 131 S.Ct. 2541	2
9	<i>Wershba v. Apple Computer, Inc.</i>	
	(2001) 91 Cal.App.4th 224, 250.....	10
10	Statutes and Regulations	
11	8 Cal. Code Regs. § 13520(a)	12
12	Code of Civil Procedure § 382	1, 8
13	Code of Civil Procedure § 384(b)	8
14	Cal. Labor Code § 203	12
15	Cal. Labor Code § 226(e)(2)(B).....	12
16	Other Authorities	
17	<u>4 Newberg on Class Actions</u> § 14.6 (4th Ed. 2007).....	15
18	<u>A Restitutionary Theory of Attorneys’ Fees in Class Actions</u> (1991) 76 Cornell L.Rev. 656, 702-703.....	16

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff, Maria Cristina Angulo (hereinafter “Plaintiff” or “Class Representative”),
4 hereby requests final approval of the non-reversionary class action settlement entered into
5 with Defendant Buena Vida Learning Services, Inc. (hereinafter “Buena Vida” or
6 “Defendant”) which resolves the subject class and representative action on behalf of the
7 Settlement Class defined as follows:

8 All current and former non-exempt employees who worked for
9 Defendant Buena Vida Learning Services, Inc. in California during the
10 period starting February 5, 2020 through May 7, 2025 (“Class Period”).

11 This settlement has been received positively by the Class with a 99.6% participation
12 rate by 756 Class Members. There are zero objections, one dispute, and only three exclusion
13 requests.

14 This settlement, if approved, will pay an average of \$942.13 to Participating
15 Settlement Class Members. Defendant will pay a gross settlement of \$1,200,000 to fund the
16 settlement, plus the employer’s share of payroll taxes on the portion of the net settlement that
17 is allocated to wages.

18 As explained below, the Court should grant Plaintiff’s Motion in its entirety because:
19 (1) the Settlement Class continues to meet the requirements for class certification for
20 settlement purposes only under Code of Civil Procedure § 382; (2) the Settlement warrants
21 final approval because it is a fair, adequate, and reasonable compromise of the disputed claims
22 in this case; and (3) the amounts requested for Class Counsel’s Attorneys’ Fees, Class
23 Counsel’s Costs, Plaintiff’s Enhancement Award, and Settlement Administration Costs are all
24 fair, adequate, and reasonable. In light of the foregoing, this Court should enter the [Proposed]
25 Order and Judgment Granting Final Approval of Class Action Settlement submitted
26 concurrently herewith.

1 Given the risks of this litigation and the amount of the settlement, the result here is
2 laudable. As detailed below, the work performed by Plaintiff and Class Counsel was
3 significant. Among other things, Class Counsel:

- 4 • Conducted initial investigations and developed the theories and facts to support
5 Plaintiff's claims;
- 6 • Conducted informal discovery including review and analysis of significant
7 document and wage related electronic records including employee time and payroll records;
- 8 • Prepared a detailed mediation brief and damages analysis in connection with
9 the mediation session with Mr. David S. Phillips;
- 10 • Engaged in arm's length settlement negotiations with Defendant at the
11 mediations which resulted in this settlement;
- 12 • Worked with Defendant to further perfect the Settlement, to prepare the
13 Settlement Agreement, related forms, and approval motions; and
- 14 • Incurred a minimum of \$16,697.33 in costs pursuing this case on behalf of the
15 Settlement Class that would not have been recoverable had Plaintiff lost.

16 Moreover, in pursuing this case against Defendant, Plaintiff and Class Counsel faced
17 serious risks, including but not limited to:

- 18 • The risk of being unable to establish class-wide liability on the meal and rest
19 period claims in light of the defense that all breaks were properly provided under *Brinker*
20 *Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004;
- 21 • The necessity of significant individualized inquiry with respect to any unpaid
22 wage claims and/or meal/rest break claims making certification unlikely and decertification
23 likely;
- 24 • The risk of being unable to establish class-wide liability on the wage statement
25 and waiting time claims on primarily a derivative basis;
- 26 • The risk of being denied the ability to proceed on a class basis in view of the
27 U.S. Supreme Court's decisions in *Wal-Mart Stores, Inc. v. Dukes* (2011) 131 S.Ct. 2541, and
28

1 *Comcast Corp. v. Behrend* (2013) 133 S.Ct. 1426, and the California Supreme Court's
2 decision in *Duran v. U.S. Bank* (2014) 59 Cal.4th 1;

- 3 • The risk of a potentially prolonged and expensive trial;
- 4 • The risk of Plaintiff being held liable for Defendant's attorneys' fees and/or
5 costs if this case had been unsuccessful;
- 6 • The risk of lengthy appeals; and
- 7 • The risk that Plaintiff's future employment prospects would be adversely
8 affected by filing her lawsuit.

9 Despite the many risks faced by Plaintiff and Class Counsel, and the difficulty in
10 prosecuting such a complex case, they nevertheless achieved a positive result for the
11 Settlement Class. Accordingly, Class Counsel's request for attorneys' fees of \$400,000, or
12 one-third (33 1/3%) of the Settlement Amount, is fair, adequate and reasonable. This amount
13 is well-earned, supported by controlling case law, and is squarely within the range awarded
14 by California courts in similar complex cases. Such an award is reasonable and supported by
15 the California Supreme Court's ruling in *Laffitte v. Robert Half Intern., Inc.* (2016) 1 Cal 5th
16 480. Class Counsel's collective minimum lodestar is \$78,950, and the application of a 5.06
17 multiplier would result in the requested fee award. To the extent Laffey Matrix rates are used,
18 the lodestar would calculate to \$109,463 and necessitate a 3.65 multiplier. The expenses
19 incurred totaling \$16,697.33 were reasonable and necessary to the prosecution of this action
20 and the administration of this Settlement and are less than the \$20,000 maximum
21 contemplated by the Settlement Agreement.
22

23 Likewise, it is fair that the Settlement Administrator be paid its reasonable fee of
24 \$12,750.00 and a payment for \$30,000.00 to the LWDA, for its 75% share of PAGA penalties,
25 be approved.

26 Finally, Plaintiff's requested Enhancement Award of \$15,000.00 also warrants
27 approval because it is fair and reasonable in view of Plaintiff's efforts in her case and the risks
28 she has undertaken, especially considering that she jeopardized her future job prospects and

1 exposed herself to the risk of awards for attorneys' fees and costs against her (which could
2 have potentially totaled several hundred thousand dollars).

3 Accordingly, this Court should grant this Motion in its entirety and finally approve the
4 settlement.

6 **II. FACTUAL AND PROCEDURAL BACKGROUND**

7 **A. Plaintiff's Lawsuit**

8 On February 5, 2024, Plaintiff Maria Cristina Angulo filed the instant class action
9 lawsuit against BVLS, individually and on behalf of other persons similarly situated. S.A.
10 ¶2.1. On that date as well, Plaintiff sent a letter seeking to exhaust administrative remedies,
11 pursuant to the Private Attorneys General Act ("PAGA"), to Defendant BVLS and to the
12 Labor and Workforce Development Agency ("LWDA"). (LWDA-CM-1009154-24). S.A.
13 ¶2.2.

14 On April 2, 2024, the operative First Amended Complaint was filed in the Action in
15 order to implement the Settlement. The First Amended Complaint asserts the following causes
16 of action: (1) Failure to Pay Wages Owed; (2) Failure to Provide Meal Periods; (3) Failure to
17 Provide Paid Rest Breaks; (4) Failure to Timely Pay Wages; (5) Wage Statement Violations;
18 (6) Waiting Time Violations at Separation; (7) Vacation Time Violations; (8) Mandated Sick
19 Time Violations; (9) Failure to Maintain and/or Produce Employee Records; (10) Failure to
20 Reimburse Business Expenses; (11) Violation of Unfair Business Practices Act; and (12)
21 Penalties Pursuant to PAGA. S.A. ¶2.3.

23 **B. Discovery and Mediation**

24 The Parties have conducted investigation of the operative facts and applicable law
25 during the pendency of the case through informal discovery. Plaintiff has reviewed and
26 examined class data and has retained the services of an expert who has analyzed the damages
27 and evaluated the potential class wide exposure. Prior to mediation, Defendant produced all
28 the electronic data it had available, i.e. payroll data from February 5, 2020 and time data from

1 December 2022, as well as relevant policies and personnel documents. HH Decl. ¶7.

2 On February 4, 2025, Plaintiff and Defendant participated in a full-day mediation
3 before Mr. David S. Phillips. The Parties were able to reach a resolution at the mediation and
4 ultimately entered into their Joint Stipulation of Class Action and PAGA Settlement, a true
5 and correct copy of which was included as part of Plaintiff's Preliminary Approval filing. HH
6 Decl. ¶8.

7 **C. Grant of Preliminary Approval**

8 This Court entered the Preliminary Approval Order on November 21, 2025 after
9 holding hearing on Plaintiff's Preliminary Approval Motion on November 19, 2025. Prior to
10 the hearing, on April 21, 2025, Plaintiff filed her Motion for Preliminary Approval and
11 supporting papers. On September 18, 2025, the Court issued a minute order requesting
12 additional briefing and changes to the settlement. On October 27, 2025, Plaintiff filed a
13 supplemental brief in response which also included the operative Settlement Agreement which
14 reflected the requested changes. A true and correct copy of the November 21, 2025 Notice of
15 Entry of Order Granting Preliminary Approval of Class Action Settlement is attached as
16 **Exhibit "1"** to the Declaration of Haik Hacopian. HH Decl. ¶9, Exh. 1.

17 Preliminary Approval Motion filings were submitted to the LWDA online, proofs for
18 which were provided with each respective filing. These submissions were in addition to the
19 PAGA Notice Letter communicated by Plaintiff to Defendant and the LWDA.
20

21
22 **III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS**

23 **A. Monetary Terms**

24 This Settlement provides for Defendant to pay the non-reversionary settlement amount
25 of \$1,200,000 ("Settlement Amount"), in addition to the employer share of payroll taxes on
26 the wage component of this Settlement. S.A. ¶¶1.20, 3.5. The Net Settlement Amount is the
27 amount remaining from the Settlement Amount after deducting Class Counsel fees (\$400,000
28 or one-third of the Settlement Amount), Class Counsel costs (\$16,697.33), the Enhancement

1 Award to named Plaintiff (\$15,000.00), settlement administration costs (\$12,750.00), the
2 LWDA's 75% share of the PAGA allocation (\$30,000.00), and aggrieved employees 25%
3 share of same (\$10,000.00). S.A. ¶1.16. The foregoing deductions from the Settlement
4 Amount result in an estimated Net Settlement Amount of \$715,552.67. The simple average
5 class settlement payment calculates to \$946.50 ($\$715,552.67 \div 756$). HH Decl. ¶10.

6 "Individual Settlement Payment" means the proportional share of the Net Settlement
7 Amount to be paid to Participating Class Members. S.A. ¶1.25. The Net Settlement Amount
8 will be divided by the total number of Workweeks Worked by the Settlement Class to
9 determine the Per Workweek Settlement Amount. The Per Workweek Settlement Amount
10 shall then be multiplied by the number of Workweeks Worked by each Settlement Class
11 Member during the applicable Class Period to determine each Settlement Class Member's
12 Individual Settlement Amount. All Settlement Class Members will be entitled to payment for
13 at least one (1) workweek. S.A. ¶4.3.

14 "Individual PAGA Settlement Payment" means the proportional share of the 25%
15 portion of the PAGA Payment (\$10,000) allocated and paid to the PAGA Settlement Class.
16 S.A. ¶1.24. The sum attributable to each Aggrieved Employee shall be allocated based on the
17 proportionate number of workweeks worked by the individual PAGA Settlement Class
18 Member during the PAGA Period relative to the total number of workweeks worked by all
19 PAGA Settlement Class Members during the PAGA Period. Settlement Class Members who
20 are entitled to a PAGA share and who exclude themselves from the Settlement will still be
21 paid their PAGA share under this paragraph and will still release the PAGA Released Claims.
22 S.A. ¶3.9.

23 The average Individual Settlement Payment per the administrator (which assumes a
24 maximum \$20,000 award for costs) is \$942.13, the highest is \$2,975.12, and the lowest is
25 \$10.98. Declaration of Chantal Soto-Najera (hereinafter "Soto-Najera Decl.") ¶13. Individual
26 Settlement Payments will be allocated ten percent (10%) to wages and ninety percent (90%)
27
28

1 to interest and penalties. Individual PAGA Settlement Payments will be reported on 1099
2 Forms. S.A. ¶4.9.

3 **B. Summary of Notice Process and Response from the Settlement Class**

4 On December 11, 2025, CPT received a data file from Defendant containing each
5 Class Member's name, last-known mailing address, Social Security number, and number of
6 Class Period Workweeks and PAGA Pay Periods. Soto-Najera Decl. at ¶5.

7 On December 26, 2025, the Notice Packets were mailed by CPT to all Class Members
8 after conducting a National Change of Address (NCOA) search to update addresses. *Id.* at ¶¶3,
9 4, 6, & 7 (See Exhibit "A" – Notice Packet). Ultimately, only seven (7) Class Notices were
10 undeliverable after a skip trace. *Id.* at ¶¶8 & 9.

11 Class Members had until February 24, 2026 to submit objections, disputes, and/or
12 requests for exclusion. *Id.* at ¶7. As of March 4, 2026, CPT has received three (3) requests for
13 exclusion from Arturo Alvarez Hernandez, Pedro Nunez, and Emma Cecilia Nunez Guerra. *Id.*
14 at ¶11. CPT has not received any objections to the settlement. *Id.* at ¶12. CPT has received
15 one (1) dispute from Joey N Arvizu who represented greater workweeks (248) than the amount
16 allotted to him in his Class Notice (157). CPT worked with Defendant to resolve this dispute
17 by crediting 248 workweeks to Mr. Arvizu. *Id.* at ¶10.

18 The average payment, per the administrator, to each Participating Class Member is
19 estimated at \$942.13, the highest payment is estimated at \$2,975.12, and the lowest at \$10.98.
20 *Id.* at ¶13. The average individual PAGA Payment is estimated to be \$21.05 and the highest
21 at \$30.33. *Id.* at ¶14. On account of Class Counsel seeking less than the maximum of \$20,000
22 allotted for costs, the final payments will be slightly higher with the average class payment at
23 \$946.50. HH Decl. ¶10.

24 **C. Timing of Payments and Uncashed Checks**

25 Within thirty (30) days after entry of the final approval order (as there are no objections
26 filed), Defendant shall deliver the full Settlement Amount, and the corresponding share of
27 employer taxes to the Settlement Administrator. S.A. at ¶¶1.10, 4.12. The Settlement
28

1 Administrator shall make distributions from the Qualified Settlement Fund as set forth in this
2 paragraph not later than fourteen (14) days after receiving the full Settlement Amount from
3 Defendant. Prior to distribution, the Settlement Administrator will perform a search based on
4 the National Change of Address Database information to update and correct for any known or
5 identifiable address changes. S.A. at ¶4.13.

6 All checks for Individual Settlement Payments shall remain valid and negotiable for
7 180 days from the date of their issuance. If any Settlement Class Members does not cash their
8 settlement check within 180 days, the uncashed check shall be voided and the Settlement
9 Administrator shall transmit the funds represented by such checks to the California State
10 Controller Unclaimed Property fund. The Parties agree this disposition results in no “unpaid
11 residue” under California Civil Procedure section 384(b). S.A. at ¶4.15.

12
13 **IV. THIS COURT SHOULD CONFIRM ITS CONDITIONAL**
14 **CERTIFICATION OF THE SETTLEMENT CLASS FOR SETTLEMENT**
15 **PURPOSES BECAUSE IT MEETS ALL OF THE REQUIREMENTS FOR**
16 **CLASS CERTIFICATION UNDER CODE OF CIVIL PROCEDURE § 382**

17 Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable
18 and its members are too numerous for joinder to be practical; (2) the representative(s) and
19 absent class members share a community of interest and questions of law and fact common to
20 the class predominate over questions unique to individual class members; (3) the
21 representative’s claims are typical of the class’s claims; and (4) the representatives will fairly
22 and adequately represent the class’s interests. See *Richmond v. Dart Industries, Inc.* (1981)
23 29 Cal.3d 462, 470. Here, this Court found that the Class meets all the requirements for class
24 certification for settlement purposes when it granted preliminary approval of the Settlement
25 on November 21, 2025. No new circumstances have cast any doubt on the propriety of the
26 preliminary approval determination. HH Decl. ¶11. In fact, the reaction of the Class Members
27 to the notice of the Settlement to date has been entirely in support of the Settlement, with not
28 a single Class Member objecting and only three (3) requesting exclusion. Soto-Najera Decl.
¶¶11 & 12. Accordingly, this Court should confirm its conditional certification of the

1 Settlement Class.

2 **A. This Court Should Finally Approve the Settlement Because It Is a Fair,**
3 **Adequate, and Reasonable Compromise of Disputed Wage and Hour**
4 **Claims**

5 California courts have a strong policy in favor of settlement. See e.g., *Stambaugh v.*
6 *Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action
7 settlements involve a court approval process that exists to prevent fraud, collusion, and
8 unfairness to class members. *Malibu Outrigger Bd. of Governors v. Superior Court* (1980)
9 103 Cal.App.3d 573, 578-79. This approval process consists of preliminary settlement
10 approval, notice being given to class members, and a final fairness and approval hearing at
11 which class members have the opportunity to be heard with respect to the settlement. *Id.* Now
12 that notice has been provided to the Settlement Class Members, and the notice process is
13 complete, Plaintiff respectfully requests that the Court finally approve the Settlement as fair,
14 adequate, and reasonable.

15 **1. *The Settlement Was Reached Via Arm's-Length Bargaining***
16 ***Through Experienced Counsel and An Experienced Mediator and***
17 ***Was Based on Sufficient Information to Intelligently Negotiate a***
18 ***Fair Settlement in Light of the Claims Asserted and Risks of***
19 ***Continued Litigation***

20 A settlement is presumptively fair where it is reached through arm's-length bargaining,
21 based on sufficient discovery and investigation to allow counsel and the court to act
22 intelligently, counsel is experienced in similar litigation, and the percentage of objectors to
23 the settlement is small. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. In
24 deciding whether to approve a proposed settlement, a trial court has broad powers to determine
25 if the proposed settlement is fair under the circumstances of the case. *Mallick v. Superior*
26 *Court* (1979) 89 Cal.App.3d 434, 438. In exercising these powers, the overriding concern is
27 to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk, supra*, 48
28 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider
include, but are not limited to:

[T]he strength of Plaintiff's case, the risk, expense, complexity and
likely duration of further litigation, the risk of maintaining class

1 action status through trial, the amount offered in settlement, the
2 extent of discovery completed and the stage of the proceedings, the
3 experience and views of counsel, the presence of a governmental
4 participant, and the reaction of the class members to the proposed
5 settlement.

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

9 “In the context of a settlement agreement, the test is not the maximum amount plaintiff
10 might have obtained at trial on the complaint, but rather whether the settlement is reasonable
11 under all of the circumstances.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
12 250. Because settlements inherently involve compromise, even settlements providing for
13 substantially narrower relief than likely would be obtained if the suit were successfully
14 litigated can be reasonable because “the public interest may indeed be served by a voluntary
15 settlement in which each side gives ground in the interest of avoiding litigation.” *Id.* (quoting
16 *Air Line Stewards, etc., Local 550 v. American Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101,
17 109). In addition, courts review the discovery process and information received through it to
18 aid them in assessing whether the parties sufficiently developed the claims and their
19 supporting factual bases before reaching settlement. See *Kullar v. Foot Locker Retail Inc.*
20 (2008) 168 Cal.App.4th 116, 129-31. Information is sufficient where it allows the parties and
21 the court to form “an understanding of the amount that is in controversy and the realistic range
22 of outcomes of the litigation.” See *Clark v. American Residential Services LLC* (2009) 175
23 Cal.App.4th 785, 801. This requirement exists so that the parties can provide the court with
24 “a meaningful and substantiated explanation of the manner in which the factual and legal
25 issues have been evaluated.” *Kullar, supra*, 168 Cal.App.4th at 132.

26 Here, the Settlement resulted from extensive arm’s-length settlement negotiations
27 between and among qualified and experienced counsel, with the assistance of a well-respected
28 mediator, and is fair, adequate, and reasonable for all Settlement Class Members. As
discussed, the parties participated in a mediation session before Mr. David S. Phillips before

1 agreeing to their Settlement. HH Decl. ¶8. While Plaintiff steadfastly maintains that her claims
2 are meritorious, she also appreciates that there are tremendous risks that continued litigation
3 would entail thereby resulting in a loss in value under the maximum exposure analysis, as
4 extensively briefed in Plaintiff's papers in support of Preliminary Approval.

5 First, there are risks with respect to obtaining, and maintaining, class certification for
6 trial purposes that support the fairness of the Settlement. For example, in the case of *Koval v.*
7 *Pacific Bell Telephone Co.* (2014) 232 Cal.App.4th 1050, the plaintiffs were unable to certify
8 claims for failure to provide meal and rest periods due to their inability to show that managers
9 applied allegedly illegal policies consistently on a class-wide basis. See also *Ali v. U.S.A. Cab,*
10 *Ltd.* (2009) 176 Cal.App.4th 1333, 1350. Moreover, the California Supreme Court's decision
11 in *Duran v. U.S. Bank* (2014) 59 Cal.4th 1, makes class certification even less certain given
12 its antipathy towards using "sampling" as a basis for ascertaining class-wide liability and/or
13 damages. Accordingly, Plaintiff would likely encounter extreme difficulty in certifying most
14 of the claims in this case because, while they may present substantial common liability issues,
15 they also give rise to individual damages issues. HH Decl. ¶12. Thus, there is a significant
16 risk that this case would not proceed to completion as a class action absent the Settlement.

17 Second, there are substantial risks with respect to establishing the merits of Plaintiff's
18 claims. As explained in the briefing in support of the Motion for Preliminary Approval, the
19 primary claim for unpaid wages required determinations at the individual level as to
20 circumstances under which overtime work was performed, a major impediment to class
21 certification. Defendant contended that it satisfied its obligations under *Brinker*. Moreover,
22 engaging in the inquiry of whether substantial individual inquiry to be able to determine
23 whether a meal period was taken or waived by an employee and would potentially limit class
24 treatment of the claims. Defendant vehemently denied that it engaged in any unlawful activity,
25 failed to comply with the law in any respect, or has any liability to any person or entity under
26 the claims asserted in the lawsuit. HH Decl. ¶12.

27 Third, Defendant's defenses and the uncertainty surrounding the merits of Plaintiff's
28 underlying claims could potentially preclude most of the penalties sought in this case. For

1 instance, Labor Code § 203 requires proof of “willful” or “knowing and intentional” Labor
2 Code violations for liability to be imposed. Thus, the existence of a good faith dispute that
3 could preclude any recovery of wages (even if the plaintiff ultimately prevails) can preclude
4 such penalties from being awarded. 8 Cal. Code Regs. §13520(a); *Road Sprinkler Fitters*
5 *Local Union No. 669 v. G&G Fire Sprinklers, Inc.* (2002) 102 Cal.App.4th 765, 782; see also
6 *Choate v. Celite Corp.* (2013) 215 Cal.App.4th 1460 (reversing award of waiting time
7 penalties based on employer’s good faith defense notwithstanding that the plaintiffs prevailed
8 on the underlying wage claims). Additionally, gross wages earned (as unpaid hourly and
9 premium wages are potentially here) are not included in the list of faults for which an
10 employee is deemed to suffer injury under Lab. Code. Sec. 226(e)(2)(B).

11 Each of these considerations bore heavily on the negotiations allowing for the
12 Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable
13 compromise in view of the risks of further litigation. HH Decl. ¶13. As detailed in the papers
14 supporting the Motion for Preliminary Approval, Plaintiff carefully vetted the claims at issue
15 by reviewing policies, records and data regarding the size and makeup of the class. Thus,
16 while the risks discussed herein are far from exhaustive, they demonstrate that the Settlement
17 is fair, adequate, and reasonable in view of them.

18 **2. *The Settlement Fairly, Reasonably, and Adequately Compensates***
19 ***Settlement Class Members Because Each Participating Settlement***
20 ***Class Member Will Be Paid Based on the Extent of His or Her***
21 ***Injury as Compared to Other Class Members***

22 The Net Settlement Amount will be paid to all Participating Settlement Class Members
23 based on the number of workweeks worked during the Class Period. S.A. ¶4.3. Such an
24 allocation method is fair, adequate, and reasonable because it correlates to the extent of harm
25 allegedly suffered based on the asserted claims. HH Decl. ¶14. All checks not cashed within
26 180 days shall escheat to the State Treasury as unclaimed property pursuant to the Unclaimed
27 Property Law (UPL). S.A. ¶4.15.

28 **3. *The Absence of Any Objections and Only Three Exclusion Requests***
Further Confirms That the Settlement Is a Fair, Adequate, and
Reasonable Compromise of the Disputed Claims at Issue

1 The response of class members to a settlement is relevant in evaluating whether it
2 merits final approval. *Dunk, supra*, 48 Cal.App.4th at 1801. Notably, the absence of objections
3 and/or limited number of exclusion requests supports a fairness presumption. In *7-Eleven*
4 *Owners for Fair Franchising v. Southland Corp.*, it was found that 9 objections and 80 opt-
5 outs, from a class of 5,454, showed a “particularly impressive” favorable response from class
6 members supporting final approval. (2000) 85 Cal.App.4th 1135, 1152-53. Here, only three
7 of the 759 Class Members opted out of the settlement. Soto-Najera Decl. ¶11. Notably, not
8 even a single member of the Class filed an objection to the Settlement. *Id.* at ¶12. Thus, the
9 favorable response of the Class is completely positive and further confirms that the Settlement
10 is fair, adequate, and reasonable and merits final approval.
11

12 **V. AN AWARD OF ATTORNEYS’ FEES SHOULD BE APPROVED**

13 **A. Class Counsel’s Fees Should be Approved as a Percentage of the** 14 **Total Common Fund Created for the Class**

15 Class Counsel seeks a fee award calculated as a percentage of the total value of the
16 settlement for successful prosecution and resolution of all existing claims. Both California
17 State and Federal Courts have recognized that an appropriate method in determining an
18 attorney fee award may be based on the percentage on the total value of the benefits the class
19 members receive from the settlement. *Serrano v. Priest* (1997) 20 Cal. 3d 25-34 [*Serrano III*];
20 *Boeing Company v. Van Gemert* (1980) 344 U.S. 472, 478; *Vincent v. Hughes Airwest, Inc.*
21 (9th Cir. 1977) 557 F.2d 759, 769. The purpose of this equitable doctrine is to avoid unjust
22 enrichment and to “spread litigation costs proportionately among all the beneficiaries so that
23 the active beneficiary does not bear the entire burden alone.” *Id.* at 768. The monetary benefits
24 will then be paid from a common fund.
25

26 The California Supreme Court endorsed a fee award as a percentage of the common
27 fund; the Court clarified “that when an attorney fee is awarded out of a common fund
28 preserved or recovered by means of litigation (internal citation omitted), the award is not per
se unreasonable merely because it is calculated as a percentage of the common fund.” *Laffitte*

1 v. *Robert Half Int'l. Inc.* (2016) 1 Cal. 5th 480, 486. Also “[t]hat the recognized advantages
2 of the percentage method...convince us that the percentage method is a valuable tool that
3 should not be denied in our trial courts.” *Id.* at 503.

4 The Common Fund Doctrine is predicated on the principle of preventing unjust
5 enrichment. When a litigant’s efforts create or preserves, or generates a fund from which
6 others derive benefits, he may require the passive beneficiaries to compensate those who
7 created the fund. Both California State and Federal Courts have embraced this Doctrine.
8 *Serrano III, supra*, at 35; *Vincent, supra*, at 769.

9 Since *Serrano III, supra*, there has been a ground swell of support for mandating the
10 percentage of the fund approach in common fund cases. Both State and Federal courts have
11 found the percentage approach preferable to the Lodestar because; (1) it aligns the interest of
12 class counsel and absent class members; (2) it encourages efficient resolution of the litigation
13 by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demand
14 on judicial resources. *In re Activision Sec. Litig.* (N.D. Cal. 1989) 723 F Supp. at 1378-79.
15 The Ninth Circuit now routinely uses the percentage of the common fund approach to
16 determine the award of attorney fees. *Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th
17 19, 30-31.

18 Collectively, Plaintiff’s counsel seeks \$400,000 which is one-third (33 1/3%) of the
19 \$1,200,000 Settlement Amount. Class Counsel’s request for one-third of the monetary fund
20 recovered is well within the range customarily approved by California courts in comparable
21 class actions and other class actions as well as with contingency contracts negotiated by
22 plaintiff and their counsel. “Empirical studies show that regardless of whether or not the
23 percentage method or Lodestar method is used, fee awards in class actions average around
24 one-third of the recovery.” See e.g., *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 66, fn. 11;
25 *In re California Indirect Purchases* (October 22, 1998) WL1031494 at *9 (citing *In re Milk*
26 *Antitrust Litigation* (L.A. Sup. Ct. 1998) Civ. Case No. BC070061 (33 1/3% award); *In re*
27 *Facsimile Paper Antitrust Litigation* (San Francisco Sup. Ct. 1997) Civ. Case No. BC
28 0070061 (33 1/3% award); *In re Liquid Carbon Dioxide Cases* (San Diego Sup. Ct. 1996)
J.C.C.P. 3012 (33 1/3% award); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. November

1 14, 2007) WL 3492841 at *4 (“fee awards in class actions average around one-third of the
2 recovery.” (*Quoting Newberg on Class Actions* § 14.6 (4th ed. 2007).

3 In *Lealao, supra*, at 46-47, the Court indicated that in defining a “reasonable” fee in
4 representative actions, the law should “mimic the market.” The Court went on to state:

5 “Given the unique reliance of our legal system on private litigants to enforce
6 substantive provisions of law through class and derivative actions, attorneys
7 providing the essential enforcement services must be provided incentives roughly
8 comparable to those negotiated in the private bargaining that takes place in the
9 legal marketplace as it will otherwise be economic for Defendant’s to increase
10 injurious behavior. *Lealao, supra*, 82 Cal.App.4th at 46-47, and *Graciano v.*
11 *Robinson Ford Sales, Inc.* (2006) 144 Cal. App.4th 140, 163.

12 For the following reasons, awarding one-third of the gross settlement for attorney fees
13 is fair, reasonable and appropriate.

14 **B. Factors Supporting the Fee Award**

15 **1. The Amount of the Settlement**

16 In Class Counsel’s experience, a gross non-reversionary settlement of \$1,200,000 in a
17 wage and hour case for a class size of 756 is a fair, reasonable, and adequate settlement in
18 light of the asserted claims, Defendant’s defenses, and the strong possibility that the class
19 would not recover anything without this settlement. HH Decl. ¶6, Declaration of Zorik
20 Mooradian (hereinafter “ZM Decl.”) ¶7.

21 The fact that there presently are no objections, only three exclusion requests, one
22 dispute, and Participating Class Members are expected to be paid 100% of the value of their
23 individual claims shows that the settlement has been well received by the Class Members.
24 Soto-Najera Decl. ¶¶10-12. The average amount expected to be paid amongst the 756
25 Participating Settlement Class Members is \$942.13 and the highest estimated settlement
26 payment is \$2,975.12. *Id.* at ¶13.

27 **2. The Named Plaintiff Signed a Retainer Agreement**

28 Plaintiff Angulo signed a single retainer with Mooradian Law, APC. The Retainer
Agreement had language providing a maximum of forty-five percent (45%) in attorneys’ fees,
of course, subject to court approval of class wide issues. The Retainer Agreement also had a
provision for recovery of costs in relation to the representation. ZM Decl. ¶8.

1 In *Lealao, supra*, 82 Cal.App.4th at 46-47, the court indicated that in defining a
2 “reasonable” fee in representative actions, the law should “mimic the market.” Here, as for
3 the representation of the individual rights of Ms. Angulo, a proposed retainer agreement for
4 recovery of fees could be one-third of the gross recovery. That would be consistent with the
5 market rate, and there is no reason to believe that, if any of the other 756 class members had
6 signed an individual retainer, it would be any different. ZM Decl. ¶9.

7 In, *In re Cont’l Ill. Secs. Litig.*, Judge Posner endorsed a market-based approach to
8 evaluating fee requests, stating that the function of judges in fee litigation “is to determine
9 what the lawyer would receive if he were selling his services in the market rather than being
10 paid by court order.” (7th Cir. 1992) 962 F.2d 566, 568. In a law review article (Silver) entitled
11 “A Restitutionary Theory of Attorneys’ Fees in Class Actions (1991) 76 Cornell L.Rev. 656,
12 702-703 (it stated that the goal “is to pay attorneys on terms they would probably accept in an
13 ex ante bargain, before the outcome of litigation is known”).

14 3. Defendant and the Class Do Not Object to the Attorney Fee
15 Agreement

16 In almost all the mediations that Mr. Mooradian has attended, a one-third to 35%
17 attorney fee percentage is generally agreed upon by the defendant and the plaintiff subject to
18 court approval. In this matter, the Parties agreed that Class Counsel may request up to one
19 third and Defendant would not oppose same. ZM Decl. ¶10.

20 Of most importance, notice was provided to each of the Class Members that the
21 attorneys would be seeking attorney fees in the amount of \$400,000 or one-third of the
22 settlement. The fact that no Class Members had any objection to the settlement or any of its
23 terms, speaks pretty strongly to the notion that class members are extremely happy with the
24 settlement. ZM Decl. ¶11.

25 Here, it is beyond any reasonable dispute that, if class counsel had been able to
26 negotiate directly with the class members, the class would have found that a one-third fee
27 arrangement was eminently reasonable. ZM Decl. ¶12.

28 //
//

4. The Contingent Risk Factor

For Class Counsel, the fees in this case are entirely contingent in nature. As the 9th Circuit noted, class counsel who take a case on a contingency basis bears a “double contingency: first they must prevail on the class claims, and then they must find some way to collect what they win.” *Torrissi v. Tucson Elec. Power Co.* (9th Cir. 1993) 8 F.3d 1370, 1377. The fees received from one case, are often used to finance and move forward other cases that have failed and bring in revenue for counsel. ZM Decl. ¶13.

C. The Lodestar/Multiplier Cross-Check

Even though class counsel is requesting fees with the percentage of the benefit approach, some courts nevertheless use a Lodestar/Multiplier cross check to confirm the fees’ reasonableness. *Lealao v. Beneficial California, Inc., supra*, 82 Cal.App.4th 19-45; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051. The Lodestar Analysis (Lodestar-Multiplied Method) begins with a calculation of time spent in reasonable hourly compensation of each attorney and paralegal who worked on the case and then to compensation counsel for risk, quality and result, courts commonly apply a “multiplier” to the Lodestar in awarding attorney fees.

The first step is to determine the Lodestar individually for each attorney and/or paralegal that has worked on the case and is claiming fees. The Lodestar analysis for each attorney appears in their own Declaration(s), summarized below:

Attorney(s)	Billable Rate(s)	Min. Hours	Lodestar	Laffey Rate	Laffey Lodestar
MOORADIAN LAW, APC					
Zorik Mooradian ZM Decl. ¶15	\$850	59	\$50,150	\$1,141	\$67,319
Haik Hacopian HH Decl. ¶15	\$600	48	\$28,800	\$878	\$42,144
Total Class Counsel Lodestar		107	\$78,950		\$109,463

1 In this matter, the total present and anticipated lodestar tallies to \$78,950 and results
2 in the requested \$400,000 fee award after the application of a 5.06 multiplier. HH Decl. ¶16.
3 To the extent higher Laffey Matrix Rates are applied, the lodestar would total \$109,463 and
4 only a 3.65 multiplier would be needed. HH Decl. ¶17.

5 **D. A Lodestar Multiplier of 3.65 to 5.06 is Reasonable**

6 “It is an established practice in the private legal market to reward attorneys for taking
7 the risk of non-payment by paying them a premium over their normal hourly rates for winning
8 contingency cases.” *Fischell v. Equitable Life Assur. Society of U.S.* (9th Cir. 2002) 307 F.3d
9 997, 1008. In the Ninth Circuit, a lodestar amount is “routinely enhanced...to reflect the risk
10 of non-payment in common fund cases.” *Craft v. County of San Bernardino* (C.D. Cal. 2008)
11 624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and collecting cases with cross-check
12 multipliers ranging from 4.5 to 19.6); *Morgret v. Applus Tech., Inc.* (E.D. Cal. Jun. 1, 2015)
13 Case No. 1:13-cv-01801-JLT, 2015 WL 3466389 at *17 (awarding multiplier of 3.9, “which
14 is within the range typically awarded in the Ninth Circuit.”); *Torchia v. W.W. Grainger, Inc.*
15 (C.D. Cal. Dec. 29, 2014) 304 F.R.D. 256, 277 (Thurston, J.) (awarding multiplier of about
16 3.6).
17

18 Here, the lodestar multiplier of in the range of 3.65 to 5.06 is well within the range of
19 reasonableness, as has been held by numerous courts, especially in light of the significant
20 work performed in this case and the efficiency with which it was done.

21 **E. Attorneys Fees v. Class Benefit**

22 While it’s generally true that the greater the attorney fees, the less funds there will be
23 for distribution to class members as damages, nevertheless, a balance must be achieved. In the
24 instant matter, the class got a very balanced and fair settlement. Given the strengths and
25 weaknesses of the case, they will be receiving a fair sum of money. The results and the case
26 law support that the settlement was fair, reasonable and adequate. The class had an affirmative
27 response to the settlement, where there was not a single objection and only three exclusion
28 requests. In light of the favorable settlement, giving more money to the class after an excellent

1 settlement had been achieved punishes the attorneys without whom such a settlement would
2 not have been attained but for the efforts of good lawyering. Punishing lawyers when they do
3 well is potentially sending the wrong message and serves as a disincentive and unjustly
4 enriches the class that has already received a fair and adequate amount of benefits. ZM Decl.
5 ¶14.

6
7 **VI. PAYMENT OF COSTS TO CLASS COUNSEL SHOULD BE APPROVED**

8 Class Counsel has incurred \$16,697.33 in total costs which is less than the \$20,000
9 maximum contemplated per the Settlement Agreement and is the amount that Plaintiff is
10 requesting the Court approve. S.A. ¶3.6. All costs are necessary and reasonable, as reflected
11 by the declarations submitted by counsel. ZM Decl. ¶16.

12
13 **VII. THIS COURT SHOULD FINALLY APPROVE PLAINTIFF'S REQUESTED**
14 **ENHANCEMENT AWARD BECAUSE IT IS FAIR, ADEQUATE, AND**
15 **REASONABLE IN VIEW OF PLAINTIFF'S EFFORTS AND THE RISKS THAT SHE**
16 **ASSUMED IN THIS LITIGATION ON BEHALF OF THE CLASS**

17 Courts routinely approve enhancement awards to compensate named Plaintiff(s) for
18 the services they provide and the risks they incur during class action litigation. See, e.g., *Bell*
19 *v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments"
20 to named Plaintiff for their efforts in bringing the case); see also *Van Vranken v. Atlantic*
21 *Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 (approving a \$50,000 incentive payment).

22 Here, pursuant to the Settlement, Plaintiff seeks an Enhancement Award totaling
23 \$15,000. S.A. ¶3.8. This request is a reasonable portion of the Settlement Amount given
24 Plaintiff's efforts in litigating this case and the risks she undertook on behalf of the Settlement
25 Class. See, e.g., *Staton v. Boeing Co.* (9th Cir.2003) 327 F.3d 938, 977 (affirming that courts
26 should consider "the actions the plaintiff has taken to protect the interests of the class, the
27 degree to which the class has benefitted from those actions, the amount of time and effort the
28 plaintiff expended in pursuing the litigation and reasonable fear[s of] workplace retaliation").

1 Plaintiff's proposed Enhancement Award in proportion to the Settlement Amount and
2 standing alone are well within the range of reasonable. The requested Enhancement Award
3 represents only 1.3% of the Settlement Amount. (\$15,000 ÷ \$1,200,000). See, e.g., *Bond v.*
4 *Ferguson Enters., Inc.* (E.D.Cal. June 30, 2011) Civ. No. 1:09–1662 OWW MJS, 2011 WL
5 2648879, at *2, 15 (approving an \$11,250 incentive award to each of the two named
6 plaintiffs); *Ross v. U.S. Bank Nat'l Ass'n* (N.D. Cal. Sept. 29, 2010) Civ. No. 3:07–2951 SI,
7 2010 WL 3833922, at *3 (approving an award of \$20,000 to each of four named plaintiffs
8 based on their contributions to litigation and the risk that being a class representative would
9 harm their reputation); *Glass v. UBS Fin. Servs.* (N.D. Cal. Jan. 26, 2017) No. C-06-4068
10 MMC, 2007 WL 221862, at *17 (finding “requested payment of \$25,000 to each of the named
11 plaintiffs is appropriate” in wage and hour settlement); *Garner v. State Farm Mut. Auto. Ins.*
12 *Co.* (N.D. Cal. Apr. 22, 2010) No. CV 08 1365 CW (EMC), 2010 WL 1687832, at *17 n.8
13 (“Numerous Court in the Ninth Circuit and elsewhere have approved Enhancement Awards
14 of \$20,000 or more where, as here, the class representative has demonstrated a strong
15 commitment to the class”).

16
17 Plaintiff has also spent time assisting in the prosecution of this action, which deserves
18 compensation. See e.g., *In re Cont'l Ill. Sec. Litig.* (7th Cir.1992) 962 F.2d 566, 571 (“Since
19 without a named plaintiff there can be no class action, such compensation as may be necessary
20 to induce him to participate in the suit...”). It is important that Plaintiff is paid a fair amount
21 for her services to the class and out of 756 employees, she was the only one that stepped
22 forward stuck with the case for over a two-year period. If it was not for her, the \$1,200,000
23 settlement would not have been obtained for the class. ZM Decl. ¶17.

24 Plaintiff has put a significant amount of time into this case over a two year period.
25 Plaintiff Angulo estimates that she has spent 10-12 hours participating in this case. Declaration
26 of Maria Cristina Angulo (hereinafter “Angulo Decl.”) ¶7.

27 Moreover, by the filing of this lawsuit, Plaintiff subjected herself to the risk of
28 retaliation both by current and potential future employers who may learn of the lawsuit. See,

1 e.g., *Marlo v. United Parcel Service, Inc.* (9th Cir. 2015) 600 Fed.Appx. 551 (awarding
2 significant verdict to a former UPS employee who terminated in retaliation for filing a class
3 action lawsuit against his employer, UPS).

4 Significantly, after receiving Class Notice, including notice of the proposed
5 Enhancement Award to Plaintiff, not a single Class Member has objected to the proposed
6 award of \$15,000 to Plaintiff. Soto-Najera Decl. ¶12. Also, Plaintiff is agreeing to general
7 release of all claims which must be assigned additional value. Accordingly, the \$15,000
8 Enhancement Award to Plaintiff is appropriate and justified as part of the Settlement.

10 **VIII. THE PAGA ALLOCATION AND PAYMENTS SHOULD BE APPROVED**

11 Pursuant to the terms of the Settlement Agreement, \$40,000.00 of the Settlement
12 Amount, is to be allocated for the PAGA claim with \$30,000 (75%) payable to the LWDA
13 and \$10,000 (25%) payable to Aggrieved Employees. S.A. ¶3.9. This is a fair amount given
14 the nature of the claims and the strengths and weaknesses advanced by the parties regarding
15 this claim, as elaborated upon in the Preliminary Approval Motion and supporting papers.
16 Plaintiff has also provided notice of the proposed PAGA settlement to the LWDA. The
17 average payment is estimated to be \$21.05, the highest is \$30.33. Soto-Najera Decl. ¶14.

19 **IX. THE ADMINISTRATION FEE SHOULD BE APPROVED**

20 The administration fee is fair. CPT's charge for services rendered to perform its duties
21 and responsibilities pursuant to the terms of the settlement is \$12,750.00 which is to be paid
22 from the Settlement Amount. This is slightly less than the \$13,000 maximum under the
23 Settlement Agreement. S.A. ¶3.7. This includes all costs incurred to date, as well as estimated
24 costs for completing the administration and disbursement of the settlement. Soto-Najera Decl.
25 ¶15.

1 **X. CONCLUSION**

2 For the reasons stated herein, this Court should grant Plaintiff's Motion in its entirety
3 and adopt the [Proposed] Order and Judgment Granting Final Approval of Class Action
4 Settlement submitted concurrently herewith.

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6 Dated: Mar. 5, 2026

MOORADIAN LAW, APC

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8 By: /s/ Haik Hacopian
9 Zorik Mooradian, Esq.,
10 Haik Hacopian, Esq.,
11 Attorneys for Plaintiff, individually and on behalf
12 of other persons similarly situated and similarly
13 aggrieved employees
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