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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

Luis A. Del Rio Rosales, as an individual and on behalf of others similarly situated,

Plaintiff,

v.

Wholesale 209, LLC dba Tires Direct; and DOES 1 through 50, inclusive,

Defendants.

Case No.: C24-01532

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Hearing Date: November 19, 2026
Hearing Time: 9:00 a.m.
Judge: Hon. Julia Campins.
Dept.: 10

Action Filed: June 12, 2024

NOTICE OF MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD: PLEASE TAKE NOTICE that on November 19, 2026, at 9:00 a.m., or as soon thereafter as counsel may be heard, in Department 10 of the Superior Court of California, County of Contra Costa, located at the Wakefield Taylor Courthouse, 725 Court Street, Martinez, CA 94553, Plaintiff Luis A. Del Rio Rosales will move for an order granting final approval of the class and representative action (PAGA) settlement between him and Defendant Wholesale 209, LLC dba Tires Direct.

This motion will be made and based upon: (1) this notice of motion; (2) the memorandum of points and authorities in support thereof; (3) the declaration of Class Counsel Arlo Garcia Uriarte, as appointed by the Court in its preliminary approval order, and the exhibits attached thereto; (4) the declaration of Lluvia Islas of Phoenix Settlement Administrators, the Court-approved Settlement Administrator, and the exhibits attached thereto; (5) the supplemental declaration of the Settlement Administrator to be filed after the extended response deadline for re-mailed Class Members and before the hearing; as well as (6) the records, pleadings, and papers on file in this action, and upon such other matters as may be presented at the time of hearing on this motion.

Dated: October 26, 2026

Respectfully submitted,
LIBERATION LAW GROUP, P.C.

Arlo Garcia Uriarte
Liberation Law Group, P.C.
Attorneys for Plaintiff

TABLE OF CONTENTS

I. INTRODUCTION 5

II. CASE BACKGROUND 6

III. OVERVIEW OF THE SETTLEMENT AGREEMENT 7

A. Negotiation of the Settlement 7

B. The Gross Settlement Amount and Requested Deductions 7

C. Distribution Formula and Tax Treatment 8

D. Class Size and the Escalator Clause 9

E. Funding, Distribution, and Unclaimed Funds 9

F. Releases 10

IV. FINAL SETTLEMENT APPROVAL IS APPROPRIATE 10

A. The Order re Motion for Preliminary Approval 10

B. Class Action Settlements Are Favored; Federal Authority Properly Informs California Class Action Law **11**

C. Class Action Settlements Should Be Fair, Reasonable, and Adequate **12**

D. All Relevant Factors Weigh in Favor of Final Approval **12**

1.The Parties Reached the Proposed Settlement with the Assistance of a Neutral Mediator **13**

2.The Strengths and Weaknesses of Plaintiff's Claims Have Been Carefully Considered 13

3.Plaintiff Has Given the Court a Quantified Valuation of the Released Claims 14

4.Significant Investigation and Evaluation Supports the Recommendation of the Settlement 16

5.Plaintiff's Counsel Is Experienced and Endorses the Settlement 16

6.Class Member Reaction Has Been Very Positive 17

E. The Court-Approved Notice Plan Was Executed Satisfactorily, Satisfying Due Process Standards **17**

F. The Court Should Confirm Certification of the Settlement Class **18**

V. PLAINTIFF'S REQUESTED DEDUCTIONS SHOULD BE GRANTED 18

A. Common Fund Fee Recovery Is Appropriate and Recommended 18

1. Legal Standard for Attorneys' Fee Awards in Similar Cases 18

2. The Common Fund Method Should Be Applied Here 19

B. One-Third of the Common Fund Is a Reasonable Fee Award 20

1. Favorable Results Were Achieved in the Face of Significant Challenges 20

2. Contingent Representation: No Fees or Costs if No Recovery 20

3. The Fee Request Is Consistent with Market Rates and Prior Awards 21

C. Lodestar Crosscheck 21

D. The Litigation and Administration Costs Reimbursement Requests Are Fair, Adequate, and Reasonable 22

E. Plaintiff's Enhancement Request Is Fair, Adequate, and Reasonable 23

F. The PAGA Allocation Remains Fair, Reasonable, and Adequate 25

VI. CONCLUSION 26

TABLE OF AUTHORITIES

Cases

7-Eleven Owners for Fair Franchising v. Southland Corp. 11, 17
Ayala v. Antelope Valley Newspapers, Inc. 14
Boeing Co. v. Van Gemert 18
Brinker Restaurant Corp. v. Superior Court 14
Carter v. City of Los Angeles 5, 17
Cellphone Termination Fee Cases 12
Cho v. Seagate Technology Holdings, Inc. 12
Churchill Village, L.L.C. v. General Electric 17
Clark v. American Residential Services LLC 11, 23,24
Dunk v. Ford Motor Co. 5, 11, 12, 13, 17
Duran v. U.S. Bank National Assn. 14
Hernandez v. Restoration Hardware, Inc. 12, 17
Ketchum v. Moses 5, 21
Kullar v. Foot Locker Retail, Inc. 12, 13, 14, 15, 16
Laffitte v. Robert Half Internat. Inc. 10, 19, 21
Lealao v. Beneficial Cal., Inc. 19, 21
Mills v. Electric Auto-Lite Co. 22
Moniz v. Adecco USA, Inc. 25
Officers for Justice v. Service Comm'n of City & County of San Francisco 11
Paul, Johnson, Alston & Hunt v. Graulty 19
PLCM Group, Inc. v. Drexler 21
Rodriguez v. West Publishing Corp. 16, 23
Serrano v. Priest 19
Trotsky v. Los Angeles Fed. Sav. & Loan Assn. 17
Turrieta v. Lyft, Inc. 25
Van Bronkhorst v. Safeco Corp. 11
Vizcaino v. Microsoft Corp. 21, 22
Wershba v. Apple Computer, Inc. 12

Statutes

California Fair Employment and Housing Act 25
Civil Code section 1542 25
Code of Civil Procedure section 382 ..... 11, 26
Code of Civil Procedure section 384 ..... 9, 10, 23
Labor Code section 2698 6
Labor Code section 2699 26
Bussiness and Porfessions Code section 17200 6
Title VII 25

Rules

California Rules of Court, rule 3.769 ..... 11, 12, 17, 18
Federal Rule of Civil Procedure 23 11

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Luis A. Del Rio Rosales ("Plaintiff") respectfully requests final approval of the proposed $375,000 class and representative action settlement reached between him and Defendant Wholesale 209, LLC dba Tires Direct (hereinafter "Defendant" or "Tires Direct"). The Court granted preliminary approval on July 17, 2026, and provisionally certified a "Settlement Class" of all current and former hourly-paid or non-exempt employees of Defendant who worked in California at any time during the Class Period, June 12, 2020, through September 3, 2025.

There are 105 Class Members, all of whom are Settlement Class Members, representing 100% of the Class. [Islas Decl. ¶ 12.] Settlement Class Members are set to receive meaningful cash payments of approximately $2,011.49 per Settlement Class Member, with the highest projected individual payment of approximately $4,812.00 and the lowest approximately $15.12. [Islas Decl. ¶ ¶ 13, 14.]

In exchange for these payments, Class Members are subject to a limited release that is tied to the substance of Plaintiff's Complaint and the LWDA Letter. The release applies only to the Class Period, June 12, 2020, through September 3, 2025. Class Members retain any individual claims that are unrelated to the allegations in Plaintiff's lawsuit.

Signaling an apparent endorsement of the settlement, as of the date of this filing no Class Member has requested exclusion, lodged an objection, or disputed their workweeks. [Islas Decl. ¶ ¶ 8-10.] Trial courts regard settlements as presumptively fair when there are no objections or very few objections. See *Carter v. City of Los Angeles* (2014) 224 Cal.App.4th 808, 820; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.

Class Counsel's requests for attorneys' fees, litigation costs, and a service award are consistent with the guidance in the preliminary approval order and the results achieved for the Class. Plaintiff will request $125,000 in attorneys' fees, an amount equal to one-third (33 1/3%) of the $375,000 Gross Settlement Amount. Counsel's lodestar amounts to $111,775 and is therefore requesting a small multiplier under *Ketchum v. Moses* (2001) 24 Cal. 4th 1122. Plaintiff is also requesting reimbursement of incurred litigation costs in the amount of $8,343.77; and a

class representative service award of $7,500 for Mr. Del Rio Rosales. Plaintiff will also request approval of settlement administration costs payable to Phoenix in an amount not to exceed $2,950, consistent with the preliminary approval order, and approval of a $20,000 PAGA allocation. [Islas Decl. ¶ ¶ 13, 15, 17.]

Plaintiff and Class Counsel submit that these requests are appropriate where Class Members receive direct monetary relief from a non-reversionary common fund in exchange for a limited release that is tied to the operative allegations, and where counsel prosecuted this case on a contingency basis and accepted the full risk of nonpayment. For these reasons, and for those discussed in more detail below, Plaintiff respectfully requests that the Court grant final approval of the settlement and award the requested attorneys' fees, litigation costs, and service award.

II. CASE BACKGROUND

Defendant operates as Wholesale 209, LLC dba Tires Direct and owns and operates automotive service shops in California under the name "Tires Direct," including locations in Vallejo, Lafayette, Lincoln, Modesto, Stockton, Sacramento, Oakdale, and El Cerrito. It employs hourly-paid, non-exempt workers, including tire technicians. [Uriarte Decl. ¶ 2.] Plaintiff was employed by Defendant as a tire technician at the El Cerrito location from approximately January 2023 through February 2024. [Uriarte Decl. ¶ 2.]

Plaintiff's lawsuit, filed on June 12, 2024, contains the following causes of action: (1) failure to pay all wages; (2) failure to pay overtime compensation; (3) failure to permit meal periods; (4) failure to permit rest periods; (5) failure to provide accurate itemized wage statements; (6) waiting time penalties; (7) civil penalties pursuant to the Private Attorneys General Act (Labor Code sections 2698, et seq.); and (8) unfair competition in violation of California Business and Professions Code sections 17200, et seq. [Uriarte Decl. ¶ 3.]

More specifically, Plaintiff alleges that Defendant failed to pay him and other non-exempt employees for all hours worked, resulting in unpaid wages, and that when overtime was worked it was paid at the regular rate of pay rather than the applicable overtime rate. [Uriarte Decl. ¶ 3.] Plaintiff further alleges that understaffing and workload interfered with employees' ability to take compliant meal and rest periods, that wage statements issued to Class Members did not always

reflect all hours worked or the correct rates of pay, and that employees who separated from employment were not always timely paid all wages due at separation. [Uriarte Decl. ¶ 3.]

Defendant has denied, and continues to deny, Plaintiff's factual allegations and legal claims. Defendant does not admit liability on any of the claims alleged in the lawsuit or that the case is appropriate for class or representative treatment. [Uriarte Decl. ¶ 4.]

The parties participated in two full-day mediation sessions with Craig J. Ackermann, an experienced and well-regarded wage-and-hour mediator. The first session did not result in a complete resolution, but the parties continued their efforts, exchanged additional information, and returned for a second mediation session, which concluded on September 3, 2025, at which they reached a comprehensive, non-reversionary settlement resolving all class and representative claims. [Uriarte Decl. ¶¶ 5-6.] The Court granted preliminary approval on July 17, 2026. Plaintiff now moves for final approval.

III. OVERVIEW OF THE SETTLEMENT AGREEMENT

A. Negotiation of the Settlement

On or about March 21, 2024, Class Counsel submitted Plaintiff's PAGA notice to the LWDA by online submission and certified mail. Plaintiff filed this action on June 12, 2024. The parties then attended two full-day mediation sessions with Craig J. Ackermann, an experienced and well-regarded wage-and-hour mediator. The first session did not resolve the case because the information available at that stage was not enough for meaningful settlement negotiations. Over the following months, the parties exchanged additional information, including payroll and time data and declarations from putative class members about their work experiences. The second session concluded on September 3, 2025, and further arm's-length negotiations produced the Agreement. Defendant and its counsel signed the Agreement on January 14, 2026, and Plaintiff and Class Counsel signed it on January 15, 2026. [Uriarte Decl. ¶¶ 5-6, Exhibit 1.] The Court granted preliminary approval on July 17, 2026.

B. The Gross Settlement Amount and Requested Deductions

The Agreement provides for a non-reversionary Gross Settlement Amount of $375,000. Defendant will pay its share of employer-side payroll taxes on the wage portion of the Individual

Settlement Payments separately and in addition to that amount. The settlement does not require claims, and no part of the Gross Settlement Amount will remain with Defendant. From the Gross Settlement Amount, Plaintiff requests approval of the following: (1) attorneys' fees of $125,000, representing one-third (33 1/3%) of the Gross Settlement Amount; (2) litigation costs of $8,343.77, which are below both the approximately $8,500 projected at preliminary approval and the Agreement's $20,000 cap; (3) a Class Representative Service Award of $7,500 for Mr. Del Rio Rosales; (4) settlement administration costs payable to Phoenix in an amount not to exceed $2,950; and (5) a $20,000 PAGA allocation, of which 75% ($15,000) will be paid to the LWDA and the remaining 25% ($5,000.00) distributed to Aggrieved Employees who worked during the PAGA Period. [Islas Decl. ¶ ¶ 13-17; Uriarte Decl. ¶ ¶ 16-21.] [Uriarte Decl., Ex. 1, Settlement Agreement, §§ A.2, A.18, A.28, E.1–E.3.]

If the Court approves these deductions, the Net Settlement Amount available for distribution to the Settlement Class will be $211,206.23. [Islas Decl. ¶ 13.] Any fees, costs, or service award the Court does not approve will remain part of the Net Settlement Amount for distribution to the Class.

C. Distribution Formula and Tax Treatment

All remaining funds will be distributed to the Settlement Class on a pro rata basis; claim forms are not required. [Islas Decl. ¶ 14.] Each participating Settlement Class Member's Individual Settlement Payment equals that member's workweeks during the Class Period, divided by the total workweeks of all Class Members, multiplied by the Net Settlement Amount. Any partial workweek is rounded up to a full workweek. For tax purposes, 20% of each Individual Settlement Payment will be allocated to wages and reported on an IRS Form W-2, subject to standard payroll tax withholdings, and the remaining 80% will be allocated to interest and penalties and reported on an IRS Form 1099. Individual PAGA Payments are allocated entirely to penalties. The Settlement Administrator will issue Forms W-2 and 1099 to Class Members as required. Because there is no statutory right to opt out of a PAGA settlement, individuals who exclude themselves from the class settlement remain bound by the PAGA release and will still receive a PAGA payment if they worked during the PAGA Period, March 21, 2023, through

September 3, 2025. [Islas Decl. ¶ 15.] [Uriarte Decl., Ex. 1, Settlement Agreement, §§ A.28–A.29, C.3–C.4, D.2(b), E.4(a), E.4(d).]

D. Class Size and the Escalator Clause

When the Agreement was signed, Defendant represented that there were approximately 88 Class Members and estimated 11,538 workweeks in the Class Period. If the actual count exceeded that estimate by more than 10%, meaning more than 12,692 workweeks, Plaintiff could void the Agreement. [Islas Decl. ¶¶ 11.] Phoenix's final data shows 105 Class Members who together worked approximately 11,969.86 workweeks. [Islas Decl. ¶¶ 11-12.] That is approximately 3.7% above Defendant's estimate, well below the escalator threshold, so the provision was not triggered. Because the additional Class Members added relatively few workweeks, the value per workweek remained close to the original projection, approximately $17.64. The average payment is now approximately $2,011.49, compared with the approximately $2,398.30 average estimated at preliminary approval, and the highest projected payment is approximately $4,812.00. [Islas Decl. ¶¶ 12-14.] [Uriarte Decl., Ex. 1, Settlement Agreement, § E.7.]

E. Funding, Distribution, and Unclaimed Funds

Defendant will fund the Gross Settlement Amount within seventy-five (75) days after the Effective Date, but no earlier than November 1, 2026. [Islas Decl. ¶ 14.] The Settlement Administrator will issue Individual Settlement Payments within thirty (30) days after it receives the Gross Settlement Amount, consistent with the Agreement; the Court-approved Notice informed Class Members that payments would be mailed within forty-five (45) days of funding, and the shorter period under the Agreement is to the Class's benefit. [Islas Decl. ¶ 14.] Checks not cashed within 180 days will be cancelled. If uncashed checks total 20% or more of the Net Settlement Amount, a second distribution will be made to Settlement Class Members who cashed their initial checks. Otherwise, and for any funds remaining after a second distribution, the remainder will be paid to La Raza Centro Legal under Code of Civil Procedure section 384. La Raza Centro Legal provides free legal representation to low-income immigrant families and the Latino community, and Class Counsel has no financial interest in or influence over it. [Uriarte

Decl. ¶ 19.] [Uriarte Decl., Ex. 1, Settlement Agreement, §§ E.4(b)–(c), E.6.] The proposed order sets a compliance hearing so the Court can determine the unpaid residue and amend the judgment as section 384, subdivision (b) requires.

F. Releases

Settlement Class Members release only claims for wages, penalties, interest, fees, and related relief that were asserted or could have been asserted based on the facts alleged in the Complaint during the Class Period, arising out of the facts, circumstances, and primary rights at issue in the Complaint and the LWDA Letter. The release period for the class claims is the Class Period. The PAGA release takes effect on the Effective Date and full funding of the Gross Settlement Amount and is limited to the Labor Code violations noticed to the LWDA, and claims reasonably related to those noticed facts and theories, during the PAGA Period. Class Members retain any individual claims that are unrelated to the allegations in Plaintiff's lawsuit.

Assuming the Court approves all requested deductions, Plaintiff believes the settlement represents a substantial and meaningful recovery for hourly employees. Participation in the settlement requires only a limited release of wage-and-hour claims arising from the facts pleaded in this case, and Plaintiff and his counsel are confident that the proposed settlement is fair, reasonable, and adequate in light of the potential risks and burdens associated with continued litigation. [Uriarte Decl. ¶ 13.]

IV. FINAL SETTLEMENT APPROVAL IS APPROPRIATE

A. The Order re Motion for Preliminary Approval

On July 17, 2026, this Court, Hon. Julia Campins, granted preliminary approval. The Court approved the notice and claim period to proceed. Also relevant to this motion is the direction for Counsel for Plaintiff to prepare a lodestar fee estimate for the motion for final approval. The order indicated that the court will run a lodestar cross-check under *Laffitte v. Robert Half International* (2016) 1 Cal.5th 480. If the implied multiplier is extraordinarily high or low, the court may adjust the percentage.

Also important to note is that the Court indicated it will review the requested $7,500 representative payment under the criteria in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

The Court also ordered:

- The final judgment must provide for a compliance hearing after the settlement has been completely implemented;
- Plaintiff's counsel must file a compliance statement one week before the compliance hearing; and,
- The claims administrator must hold back 5% of the attorney's fees until the court finds compliance satisfactory.

B. Class Action Settlements Are Favored; Federal Authority Properly Informs California Class Action Law

Courts consistently recognize that voluntary settlement is particularly appropriate in the class action context. As the Ninth Circuit explained, "voluntary conciliation and settlement are the preferred means of dispute resolution," and "[t]his is especially true in complex class action litigation." *Officers for Justice v. Service Comm'n of City & County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. California courts have adopted the same view. See *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151. The Ninth Circuit has likewise observed that "there is an overriding public interest in settling and quieting litigation," and that this is "particularly true in class action suits." *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943, 950.

California courts routinely look to federal authority interpreting Federal Rule of Civil Procedure 23 for guidance in adjudicating class actions under Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 & fn. 7 ("In the absence of California law on the subject, California courts look to federal authority.").

C. Class Action Settlements Should Be Fair, Reasonable, and Adequate

"A settlement or compromise of an entire class action, or of a cause of action in a class action, or as to a party, requires the approval of the court after hearing." Cal. Rules of Court, rule 3.769(a). A two-step process is required: first, the court preliminarily approves the settlement and the class members are notified as directed by the court; second, the court conducts a final approval hearing to inquire into the fairness of the proposed settlement. *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1117-1118; see Cal. Rules of Court, rule 3.769(g) ("Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement.").

Although courts have broad discretion in determining whether to approve a proposed settlement, the essence of the inquiry is to ensure the settlement is not the product of fraud, overreaching, or collusion and is "fair, reasonable and adequate to all concerned." *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; see *Cho v. Seagate Technology Holdings, Inc.* (2009) 177 Cal.App.4th 734, 742-743. Deference is warranted to a negotiated resolution. See *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 (disapproved on other grounds in *Hernandez v. Restoration Hardware, Inc.* (2022) 13 Cal.5th 1294).

D. All Relevant Factors Weigh in Favor of Final Approval

When evaluating the fairness of a class settlement, courts apply a flexible, case-specific balancing of well-recognized factors, including: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement. *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. These factors are neither exhaustive nor rigidly applied; they guide the trial court's discretion in assessing the overall fairness of the compromise.

Since preliminary approval was granted, nothing has occurred to cast doubt on the Court's positive determination. As of the date of this filing, the Class reaction has been overwhelmingly positive: zero objections, zero requests for exclusion, and no disputes regarding workweeks. [Islas

Decl. ¶¶ 8-10.] A presumption of fairness exists where, as here: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.

1. The Parties Reached the Proposed Settlement with the Assistance of a Neutral Mediator

The parties reached this settlement with the assistance of Craig J. Ackermann, an experienced and well-regarded wage-and-hour mediator. [Uriarte Decl. ¶ 5.] The first mediation session did not result in a global resolution, but it helped the parties narrow the issues and refine their respective positions. [Uriarte Decl. ¶ 5.] After additional exchange of information and further investigation, the parties returned to mediation and, following arm's-length negotiations that concluded on September 3, 2025, reached an agreement in principle on a comprehensive, non-reversionary class and representative settlement, which was subsequently memorialized in the long-form Settlement Agreement now before the Court. [Uriarte Decl. ¶¶ 5-6.] The involvement of a neutral mediator and the adversarial nature of these negotiations support the conclusion that the settlement is the product of informed, non-collusive bargaining and is fair, reasonable, and adequate. See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129.

2. The Strengths and Weaknesses of Plaintiff's Claims Have Been Carefully Considered

a. Unpaid Wages and Overtime

Plaintiff alleges that Defendant failed to pay hourly, non-exempt employees for all hours worked, resulting in unpaid wages, and that when employees worked overtime, they were paid at the regular rate rather than the applicable overtime rate. [Uriarte Decl. ¶ 3.] Defendant, in turn, denies these allegations and contends that it complied with applicable wage-and-hour requirements and that individualized issues would predominate over common ones if the matter were to proceed as a class action. [Uriarte Decl. ¶ 4.] These disputes present meaningful hurdles to establishing a uniform practice, securing classwide proof, and could significantly lessen any recovery.

b. Meal and Rest Period Violations

Plaintiff alleges that understaffing and workload interfered with employees' ability to take legally compliant meal and rest periods as a matter of practice. [Uriarte Decl. ¶ 3.] Courts have recognized that an employer's written policies do not insulate it from liability where its actual practices impede or discourage compliant breaks. See *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040. At the same time, under California law employers are required to relieve employees of all duty and provide the opportunity for breaks, but "need not ensure that the employee does no work." Id. at p. 1040. Where alleged violations arise from unwritten or informal practices rather than an express, unlawful policy, individualized issues can predominate and make classwide treatment difficult.

To proceed to trial, Plaintiff would be required to propose a viable trial plan capable of establishing liability through common proof while still allowing Defendant to present individualized defenses. See *Duran v. U.S. Bank National Assn.* (2014) 59 Cal.4th 1, 29. Individual variations in how an employer exercised control can defeat predominance when they undermine proof of the most significant factors. See *Ayala v. Antelope Valley Newspapers, Inc.* (2014) 59 Cal.4th 522, 539-540. In short, although Plaintiff's theories are grounded in recognized legal principles, prevailing on a classwide basis at certification and trial would present substantial obstacles.

3. Plaintiff Has Given the Court a Quantified Valuation of the Released Claims

Before approving a class settlement, the Court must have "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. The court "bears the responsibility to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation." Id. at p. 129. Plaintiff's valuation rests on Defendant's own payroll and timekeeping data.

For mediation, Defendant produced timekeeping and payroll records for a sample of 14 employees, approximately 16% of the putative class as then estimated. The sample covered 2,404 workdays and 601 workweeks. [Uriarte Decl. ¶ 7.]

Unpaid overtime. The sample showed overtime hours that were recorded but paid without the overtime premium, for Plaintiff and one other sampled employee, totaling $11,895.00. It also showed $911.82 in unpaid overtime for the remaining sampled employees caused by negative rounding. Extrapolating the combined $12,806.82 to the full putative class, Plaintiff calculated a best-case value of $209,917.00 for unpaid overtime. [Uriarte Decl. ¶ 8.]

Meal periods. The sample showed an aggregate meal-period noncompliance rate of approximately 22% to 23% across no-first, short, and late meal periods. [Uriarte Decl. ¶ 9.] Rest periods. Defendant did not produce rest-break records, so the rest-period claim would depend mainly on testimony and inference.

Given the practical realities of PAGA litigation and the Court's discretion to reduce penalties, Plaintiff used $250,000 as a reasonable high-end estimate of PAGA penalties. [Uriarte Decl. ¶ 11.]

Together, Plaintiff can confidently exclaim that the $375,000 Gross Settlement Amount is a decent settlement. Measured against the claim with the strongest record support, the gross settlement exceeds the entire $209,917.00 best-case overtime value.

The discount from best-case exposure reflects specific, documented risks. First, the overtime underpayment was not uniform across employees, which supports Defendant's argument that individual issues predominate. Second, the sample showed missing payroll records or paystubs for 4 sampled employees and timekeeping records missing dates for 11, which would complicate record-based proof and damages modeling. Third, the absence of rest-break records would turn that claim into a dispute among competing witnesses. Fourth, Defendant contends that individual issues would predominate, and Class Counsel anticipated good-faith defenses that could defeat derivative penalties. Fifth, PAGA penalties are subject to judicial reduction. [Uriarte Decl. ¶¶ 8-12.] Taken together, the record gives the Court what *Kullar* requires to find the settlement a reasonable compromise.

4. Significant Investigation and Evaluation Supports the Recommendation of the Settlement

This proposed settlement is the product of substantial investigation and information exchange, followed by mediation. [Uriarte Decl. ¶¶ 5, 7-12.] Before and between the mediation sessions, the parties exchanged and analyzed time and pay records, policies, and putative class member information, which enabled Plaintiff to evaluate liability, certification, and damages on a classwide basis. [Uriarte Decl. ¶¶ 7-8.] Plaintiff's counsel also interviewed putative class members to assess actual work practices. [Uriarte Decl. ¶ 7.] By the time of settlement, Plaintiff had reviewed and analyzed these materials and was positioned to evaluate not only the legal theories, but also the practical risks of certification, trial manageability, and appeal.

The data confirms the reasonableness of the result. The Settlement Class worked a collective total of approximately 11,969.86 workweeks during the Class Period, valued at approximately $17.64 per workweek. [Islas Decl. ¶ 12.] This figure fell within the range the parties anticipated at the time of settlement, and the settlement's escalator provision, which gave Plaintiff the right to adjust the agreement if the actual workweeks exceeded the estimate by more than ten percent, was not triggered. [Islas Decl. ¶ 11.] In light of the investigation performed, the record reviewed, and the substantial risks avoided, Plaintiff and Class Counsel submit that the settlement reflects a reasoned and fair compromise and remains in the best interests of the Settlement Class. [Uriarte Decl. ¶ 13.]

5. Plaintiff's Counsel Is Experienced and Endorses the Settlement

Courts give considerable weight to the judgment of experienced counsel when assessing the adequacy of a class settlement reached through arm's-length negotiations, particularly where a neutral mediator assisted the process. *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129; *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 967. Class Counsel has extensive experience litigating wage-and-hour class actions and representative claims under California law, and that experience informs counsel's evaluation of the strengths, weaknesses, and settlement value of the claims asserted here. [Uriarte Decl. ¶ 15., Ex. 6] Based on that experience and the investigation summarized above, Class Counsel endorses the settlement as a sound

compromise that provides meaningful, prompt relief to non-exempt employees while avoiding the substantial risks of certification and merits litigation. [Uriarte Decl. ¶ 15.]

6. Class Member Reaction Has Been Very Positive

The reaction of the Settlement Class strongly supports final approval. As of the date of this filing, not a single Class Member has objected, requested exclusion, or disputed their workweeks. [Islas Decl. ¶¶ 8-10.] Courts routinely regard the absence of objections and opt-outs as a significant indicator that a settlement is fair and favorable to the class. *Carter v. City of Los Angeles* (2014) 224 Cal.App.4th 808, 820; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. As noted above, the extended response deadline for the twelve re-mailed Class Members has not yet passed, and Plaintiff will file a supplemental declaration from the Settlement Administrator reporting the final results before the hearing.

E. The Court-Approved Notice Plan Was Executed Satisfactorily, Satisfying Due Process Standards

Courts have broad discretion to approve notice procedures so long as they satisfy California Rules of Court, Rule 3.769(f), and due process. See *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1164; *Trotsky v. Los Angeles Fed. Sav. & Loan Assn.* (1975) 48 Cal.App.3d 134, 151-152 (disapproved on other grounds in *Hernandez v. Restoration Hardware, Inc.* (2022) 13 Cal.5th 1294). Notice is satisfactory where it "generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard." *Churchill Village, L.L.C. v. General Electric* (9th Cir. 2004) 361 F.3d 566, 575.

Here, the Court-approved notice program was implemented as ordered and was reasonably calculated to reach the Settlement Class. Phoenix received the Class List from Defendant, performed a National Change of Address update, and mailed the bilingual Notice by U.S. first-class mail in English and Spanish to all 105 identified Class Members on September 3, 2026. [Islas Decl. ¶¶ 3-5.] Of the Notices mailed, thirteen were returned as undeliverable; Phoenix promptly conducted skip-trace searches through idiCORE, located twelve updated addresses, and re-mailed the Notice to those Class Members, leaving only one Notice undeliverable. [Islas Decl.

¶¶ 6-7.]

Under the Agreement, the response deadline is 45 calendar days after the initial mailing, with the deadline for mailed responses moving to the next postal business day if the 45th day falls on a Sunday or federal holiday, and the deadline extended by 15 calendar days for any Class Member whose Notice was re-mailed. Because the Notice was first mailed on September 3, 2026, the general response deadline was on October 19, 2026, and the extended deadline for the twelve re-mailed Class Members is on October 28, 2026. [Islas Decl. ¶¶ 6-7.] As of this filing, there have been zero objections, zero requests for exclusion, and zero disputes regarding workweeks. [Islas Decl. ¶¶ 8-10.] Plaintiff will file a supplemental declaration from the Settlement Administrator after the extended deadline and before the hearing. Plaintiff submits that these outcomes demonstrate the notice plan satisfied due process and functioned as intended. See Cal. Rules of Court, rule 3.769(f).

F. The Court Should Confirm Certification of the Settlement Class

California Rules of Court, Rule 3.769(d) authorizes certification of a provisional settlement class at preliminary approval and confirmation of that certification at final approval. The Court provisionally certified the Settlement Class when it granted preliminary approval on July 17, 2026. Since that time, no circumstances have arisen that undermine the Court's earlier findings regarding commonality, numerosity, typicality, predominance, or adequacy of representation. Accordingly, Plaintiff respectfully requests that the Court confirm certification of the Settlement Class for settlement purposes only.

V. PLAINTIFF'S REQUESTED DEDUCTIONS SHOULD BE GRANTED

A. Common Fund Fee Recovery Is Appropriate and Recommended

1. Legal Standard for Attorneys' Fee Awards in Similar Cases

The United States Supreme Court has recognized that "a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478. The purpose of the common fund doctrine is not only to reward effective legal advocacy but to

require passive beneficiaries to bear a fair share of the litigation costs, preventing unjust enrichment. See *Serrano v. Priest* (1977) 20 Cal.3d 25, 35.

In *Laffitte v. Robert Half Internat. Inc.*, the California Supreme Court confirmed that the percentage-of-the-fund method is proper in common fund class actions, holding that "use of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion." *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 503. The Court emphasized the "recognized advantages of the percentage method, including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation." Id. at p. 503. The Court further held that trial courts "have discretion to conduct a lodestar cross-check on a percentage fee" or to "forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee." Id. at p. 506. Notably, *Laffitte* affirmed an attorneys' fee award equal to one-third of the common fund. Id. at p. 506.

2. The Common Fund Method Should Be Applied Here

The common fund doctrine is appropriately applied where: (1) the class of beneficiaries is sufficiently identifiable; (2) the benefits can be accurately traced; and (3) the fee can be shifted with some exactitude to those benefiting. *Paul, Johnson, Alston & Hunt v. Graulty* (9th Cir. 1989) 886 F.2d 268, 271; accord *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19.

Those conditions are satisfied here. The Settlement Class is readily identifiable through Defendant's records already produced to Phoenix. [Islas Decl. ¶ 3.] The benefits are traceable because individual settlement payments are calculated pursuant to a defined pro rata formula based on workweeks. [Islas Decl. ¶ 14.] Finally, the fee can be shifted with precision because Class Counsel seeks a fixed percentage of the Gross Settlement Amount, and the fund will be distributed in full to participating Settlement Class Members after Court-approved deductions.

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B. One-Third of the Common Fund Is a Reasonable Fee Award

Once a court determines that the common fund doctrine applies, it must assign a reasonable percentage for the fee award. Plaintiff seeks an award of attorneys' fees equal to one-third (33 1/3%) of the $375,000 Gross Settlement Amount, or $125,000. Plaintiff submits that this request is reasonable for multiple reasons: (1) the favorable result achieved; (2) the significant risks inherent in contingent representation; and (3) the alignment of the requested percentage with market-consistent contingency rates and awards approved in comparable wage-and-hour class settlements. [Uriarte Decl. ¶¶ 15-16.]

1. Favorable Results Were Achieved in the Face of Significant Challenges

Plaintiff and Class Counsel secured a $375,000 all-cash, non-reversionary settlement that ensures direct monetary relief to all Settlement Class Members. Assuming approval of the requested deductions, the Net Settlement Amount available to the Class will be $211,206.23, and Settlement Class Members are projected to receive an average individual settlement payment of approximately $2,011.49, with the highest estimated payment reaching approximately $4,812.00. [Islas Decl. ¶¶ 13-14.]

This is a strong and practical result when weighed against the litigation risks faced. Defendant disputes liability, contends that it complied with applicable wage-and-hour requirements, and argues that individualized issues would impede certification and trial manageability. [Uriarte Decl. ¶ 4.] Plaintiff therefore faced real risk at certification, at trial, and on appeal. The settlement eliminates those risks and delivers prompt, guaranteed monetary relief now, rather than after years of additional litigation.

2. Contingent Representation: No Fees or Costs if No Recovery

Another factor supporting the requested fee is the contingent nature of Class Counsel's representation. Class Counsel undertook this case on a pure contingency basis and advanced all fees and costs without reimbursement, to be paid only if the settlement is finally approved and the Court grants the requested deductions. [Uriarte Decl. ¶ 16.] Complex wage-and-hour class litigation requires substantial time, out-of-pocket expense, and acceptance of meaningful risk of

nonpayment. A reasonable fee award here recognizes those economic realities and encourages capable counsel to undertake similar actions enforcing California labor protections.

3. The Fee Request Is Consistent with Market Rates and Prior Awards

In awarding fees, courts should approximate what counsel could obtain on the private market for the same services. See *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19. A one-third fee request fits comfortably within the range typically approved in wage-and-hour class settlements, particularly where, as here, the recovery is substantial, non-reversionary, and achieved despite contested liability and certification defenses. Indeed, the California Supreme Court affirmed a fee award equal to one-third of the common fund in *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 506. The requested one-third fee is also consistent with Class Counsel's standard pre-trial contingency rate of 33 1/3% in wage-and-hour class and representative actions. [Uriarte Decl. ¶ 16.]

C. Lodestar Crosscheck

While the percentage method is an accepted and often preferred approach for awarding fees in common-fund settlements, courts may compare the requested percentage to counsel's lodestar as a crosscheck on reasonableness. *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 503-506; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1050. The lodestar is calculated by multiplying the number of hours reasonably expended on the litigation by reasonable hourly rates. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1135. "The reasonable hourly rate is that prevailing in the community for similar work." *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095. Consistent with the Court's preliminary approval order, which directed Class Counsel to prepare a lodestar fee estimate for the motion for final approval, Class Counsel has prepared the Table of Hours Worked attached as Exhibit 3 to the Uriarte Declaration.

As reflected in that exhibit, Class Counsel and the Firm's timekeepers devoted over 215 hours to this matter at reasonable hourly rates prevailing in the community for similar work, resulting in a total lodestar of $111,775. [Uriarte Decl. ¶ 17.] The requested fee of $125,000 represents a slight upwards multiplier on Class Counsel's lodestar: just under 1.12. Such a multiplier falls within the range routinely approved in complex, contingent wage-and-hour and

representative actions. See *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 & fn. 6 (noting that multipliers ranging from one to four are frequently awarded in common fund cases). Plaintiff submits that the hours expended were reasonably necessary to investigate, litigate, and resolve the case on a class and representative basis. [Uriarte Decl. ¶ 17.]

D. The Litigation and Administration Costs Reimbursement Requests Are Fair, Adequate, and Reasonable

An attorney who creates or preserves a common fund for the benefit of a class is entitled to reimbursement of reasonable litigation costs from that fund. See *Mills v. Electric Auto-Lite Co.* (1970) 396 U.S. 375, 391-392. These costs are properly borne on a proportional basis by the beneficiaries of the recovery and are routinely approved so long as they were reasonably incurred in furtherance of the litigation. Id.

Here, Class Counsel seeks reimbursement of $8,343.77 in actual, out-of-pocket litigation expenses incurred in prosecuting this action. These costs are reflected in the detailed and itemized costs statement attached as Exhibit 4 to the Uriarte Declaration. [Uriarte Decl. ¶ 18.] The requested expenses were incurred over the course of the litigation and include court filing fees, service of process and messenger charges, mediation fees, online legal research charges, and postage. [Uriarte Decl. ¶ 18.] The Agreement allows Class Counsel to seek up to $20,000 in costs actually incurred, and costs were projected at approximately $8,500 at preliminary approval; the $8,343.77 requested falls below both the projection disclosed to the Class and the Agreement's cap. [Uriarte Decl. ¶ 18.] These are the types of routine, reasonable, and compensable litigation costs that courts regularly approve in complex wage-and-hour class actions. No Class Member has objected to the request.

In addition, Plaintiff seeks approval of settlement administration costs payable to Phoenix in an amount not to exceed $2,950, consistent with the amount the Court identified in its preliminary approval order. [Islas Decl. ¶ 17.] Before selecting an administrator, Class Counsel solicited bids from CPT Group, Inc., Phoenix, and Simpluris, Inc., and gave each the same specifications, including the notice length, class size, bilingual mail notice, skip tracing, re-mailing, and a settlement website. Phoenix's $2,950 bid was the most cost-effective, and Class

Counsel has no financial interest in Phoenix. [Uriarte Decl. ¶ 19.] Phoenix has already undertaken substantial administrative work, including receiving and processing Class data, conducting a National Change of Address update, mailing bilingual Notices, performing skip-trace searches, and responding to Class Member inquiries, and upon final approval will complete its work by calculating individual settlement shares, distributing payments, handling tax reporting, and reporting on uncashed checks for the Code of Civil Procedure section 384 proceedings. [Islas Decl. ¶¶ 2-7, 17.] Given the scope of the work performed and the necessity of these expenditures, Plaintiff submits that the requested litigation and administration costs are reasonable and should be approved.

E. Plaintiff's Enhancement Request Is Fair, Adequate, and Reasonable

Plaintiff requests a service award of $7,500 for Mr. Del Rio Rosales. Service awards are intended to compensate class representatives for work done on behalf of the class and to make up for the financial or reputational risk undertaken in bringing the action. *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958-959.

This Court directed Plaintiff and Class Counsel to address *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807 when explaining the request for Plaintiff's enhancement.

Clark analyzed whether the requested enhancement was supported by specific evidence of the class representative's work, expense, stigma, or risk and whether the award was reasonable in relation to the class members' recovery; disparity alone was not dispositive. Id. At 785.

Factors Analyzed

- **Time and effort devoted to the litigation:** The record should quantify the time the named plaintiff spent on the case rather than rely on generalized assertions of "countless" hours.
- **Expense incurred:** The evidence should show expenses the named plaintiff incurred while conferring a benefit on the class.
- **Stigma or other nonfinancial consequences:** The record should provide a reasoned and specific explanation of any stigma experienced by the named plaintiff.

- **Financial or other risks:** The evidence should identify and explain the risks the named plaintiff incurred by participating in the litigation.
- **Need for an incentive to participate:** The evidence should permit the court to determine whether an enhancement was necessary to induce the named plaintiff to participate in the action.
- **Relationship between the enhancement and class-member recoveries:** The court considered the substantial disparity between the named plaintiffs' awards and the average class recovery, but stated that disparity was not, by itself, the reason the awards were improper.
- **Individualized evidentiary support:** There is no presumption that the amount of an enhancement is fair, and the award must be supported by evidence specific to the class representative.

In *Clark*, the court held that approving $25,000 enhancement awards for each named plaintiff was an abuse of discretion specifically because the record lacked sufficient evidence showing the time they spent on the litigation or the stigma or risk they incurred, not merely because their recoveries greatly exceeded those of other class members.

Thus, Clark calls for a fact-specific, evidentiary assessment of each representative's contribution, expenses, and risks, together with the size and proportionality of the proposed enhancement.

Mr. Del Rio Rosales devoted approximately 23.5 hours to this matter as a class representative. [Del Rio Rosales Decl. ¶ 8.] Before the complaint was filed, he met with Class Counsel and the legal team to describe his working conditions, schedule, and job duties, and to explain the wage, overtime, and meal-and-rest issues he and his coworkers experienced; he also assisted in identifying and contacting former coworkers and gathering relevant employment documents. [Del Rio Rosales Decl. ¶¶ 2-5.] He agreed to serve as a class representative, understanding the responsibilities of that role. [Del Rio Rosales Decl. ¶ 4.] After the complaint was filed, he worked closely with the legal team to prepare for and participate in two mediation sessions. [Del Rio Rosales Decl. ¶¶ 6-7.]

The award is not conditioned on Plaintiff's support for the settlement. Plaintiff discloses one condition the Court should weigh. In exchange for the service award, Plaintiff must sign a general release of all claims under the Agreement that goes beyond the Class release. That release covers claims arising from his employment, including discrimination, harassment, and retaliation claims under Title VII and the California Fair Employment and Housing Act, and includes a waiver under Civil Code section 1542. [Uriarte Decl. ¶ 21.] The general release takes effect only on final approval, applies only to claims that may lawfully be released, and does not cover future claims. [Uriarte Decl. ¶ 21.], [Uriarte Decl., Ex. 1, Settlement Agreement, §§ E.3, F.2.] No absent Class Member gives a comparable release. Plaintiff alone gives up claims beyond those pleaded in this case, which is an additional reason the award is reasonable. If the Court reduces the award, the difference returns to the Net Settlement Amount for the Class.

The requested $7,500 award is also reasonable in relation to the class recovery. The average estimated payment to participating Settlement Class Members is approximately $2,011.49, and the highest projected individual payment is approximately $4,812.00. [Islas Decl. ¶ 14.] The requested award is thus approximately 3.7 times the average estimated payment and approximately 1.6 times the highest projected payment, a ratio that is reasonable given Plaintiff's documented time, the risk he assumed by suing a former employer, and the broader release he alone provides. Plaintiff respectfully submits that the service award of $7,500 is fair, adequate, and reasonable and should be approved. [Del Rio Rosales Decl. ¶¶ 2-8; Uriarte Decl. ¶ 21.]

F. The PAGA Allocation Remains Fair, Reasonable, and Adequate

Plaintiff respectfully submits that the $20,000 PAGA allocation within the $375,000 Gross Settlement Amount satisfies the standard articulated in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77 (disapproved on other grounds in *Turrieta v. Lyft, Inc.* (2023) 16 Cal.5th 1), namely that a PAGA compromise should be "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws."

The $20,000 PAGA allocation, of which 75% ($15,000) will be paid to the LWDA and 25% ($5,000) distributed to the Aggrieved Employees who worked during the PAGA Period,

March 21, 2023, through September 3, 2025, is consistent with allocations routinely approved as part of broader wage-and-hour settlements. [Islas Decl. ¶ 15.] On or about March 21, 2024, Plaintiff submitted notice of the PAGA claims to the LWDA under Labor Code section 2699, and Plaintiff submitted the proposed settlement to the LWDA at the same time it was submitted to the Court; no governmental objection has been raised. [Uriarte Decl. ¶¶ 3, 22.] Plaintiff submits that nothing that has occurred since preliminary approval undermines the conclusion that the PAGA component of this settlement is fair, reasonable, and adequate.

VI. CONCLUSION

For the reasons stated above, and pursuant to Code of Civil Procedure section 382, Plaintiff respectfully requests that the Court grant final approval of the settlement and enter a final judgment.

Dated: October 26, 2026

Respectfully Submitted,
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