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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JULIA GONZALES, an individual; ERIKA BRITO, an individual; and JESUS RODRIGUEZ, an individual; on behalf of themselves and all others similarly situated and the general public,

Plaintiffs,

vs.

PMC SOUTHWEST LLC, a limited liability company; THE ARCTICOM GROUP, LLC, a limited liability company; THE ARCTICOM GROUP REFRIGERATION, LLC, a limited company and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVSB2409006

CLASS ACTION

[Assigned for All Purposes to:
the Hon. Winston Keh, Dept. S37]

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

Date: December 11, 2026
Time: 8:30 a.m.
Dept.: S37

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

PLEASE TAKE NOTICE that on December 11, 2026, at 8:30 a.m., or as soon thereafter as the matter may be heard in Department S37 of the above-entitled court, located at the San Bernardino Justice Center located at 247 West Third Street San Bernardino, CA 92415, Plaintiffs Julia Gonzales, Erika Brito and Jesus Rodriguez ("Plaintiffs"), individually and on behalf of a class of similarly-situated individuals, will hereby move the Court for final approval of a class action settlement, entry of a final Order and Judgment, approval of Plaintiffs' enhancement award, approval of Plaintiffs' attorneys' fees and costs, and approval of the settlement administration expenses.

This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the Declarations of Aaron Bartz, Walter Haines, Sean Novak, Christopher Burrows, Julia Gonzales, Erika Brito, Jesus Rodriguez, and Laura Singh, all documents and records on file in this action, and on such other further oral and documentary evidence as may be given at the hearing on this Motion.

Dated: November 16, 2026

BARTZ LAW GROUP, APC

//Aaron Bartz//
Aaron A. Bartz
Attorneys for Plaintiffs JESUS RODRIGUEZ and all others similarly situated

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This class action and PAGA settlement is sought on behalf of 546 current and former non-exempt employees of Defendants PMC SOUTHWEST LLC, THE ARCTICOM GROUP, LLC, THE ARCTICOM GROUP REFRIGERATION, LLC. (collectively, "Defendant," "Defendants" or "Arcticom") beginning January 2, 2022 through October 25, 2025.

Pursuant to the preliminary approval order, class notice was mailed to the class on September 28, 2026. After receiving the class notice by the settlement administrator CPT Group, Inc. ("CPT Group") and having the opportunity to opt out or object to the settlement, two members have requested to be excluded from of the settlement. No members have objected to the settlement. (Declaration of Laura Singh. ("Singh Decl."), ¶¶ 10-12).

This case arises out of Plaintiffs' allegations that Defendant violated California's wage and hour laws, including failing to pay all wages owed and overtime, failing to authorize and permit meal and rest periods, failing to reimburse class members for necessary business expenses, failing to properly maintain and submit wage statements, waiting time penalties, unfair business competition, and violations of § 2698-2699 (PAGA). (Declaration of Aaron Bartz ("Bartz Decl."), ¶ 15)

There is no claim form requirement, and each member of the class is entitled to receive compensation, with no reversion to the Defendant. The gross settlement is $931,140.00. The net amount to be paid to class members (after payment of class counsel fees and expenses, settlement administration costs, Private Attorneys General Act ("PAGA") penalties, and Plaintiffs' enhancement awards), is approximately $498,426. Each class member's share of the settlement is based on workweeks, and each shall receive, on average, approximately $916. (Singh Decl., ¶¶ 15-16)

II. THE SETTLEMENT

The class members entitled to the settlement fund are all of Defendant's current and former non-exempt California employees who worked at any time during the class period beginning from January 2, 2022 through October 25, 2025. There are 546 class members.

The settlement fund is all in (except for the employer's share of payroll taxes, which Defendant shall pay in addition to the $931,140 settlement), there is no claim form requirement, and no residual will revert to Defendant. Two class members have opted out of the settlement. No class member has objected to the settlement. Therefore, settlement checks will be distributed to 544 class members. In the event a class member does not negotiate (cash) his or her settlement check, the claims administrator shall distribute the unclaimed funds to the California State Controller's Unclaimed Property Fund. (Bartz Decl., ¶ 12.)

The payment to the Settlement Class Members will be characterized eighty percent interest and penalties, and twenty percent wages. The administrator will issue W-2 statements for the wage portion of the settlement, and a form 1099 for all amounts paid as penalties and interest.

Based upon Class Counsel's independent analysis and investigation in this matter, the Settlement Class will be compensated based on each member's respective number of workweeks worked during the Class Period. The total number of workweeks is 45,258. (Singh Decl., ¶5)

Based on the settlement terms, there will be an approximate net settlement fund of **$498,426.** In exchange for their payment, the class will release Defendants from any and all claims rights, demands, liabilities, and causes of action, whether statutory, in tort, contract, or otherwise, alleged in the Action and PAGA Notice, or that could have been alleged based on the facts pleaded in the Action and PAGA Notice, arising during the Class Period as set forth in the Settlement Agreement at Paragraphs 1.39-1.41. The named Plaintiffs will, in addition to releasing claims alleged in the lawsuit, give a general release of all claims pursuant to Civil Code section 1542 as set forth in Sections 5.1 through 5.4.

The all-in settlement fund will also include all of the attorneys' fees and costs allowed by this Court. The attorneys' fees shall not exceed one-third of the $931,140 settlement fund, or $310,380. Defendant will also pay class counsel's costs, which are $31,833.55, as well as settlement administration costs of $10,500, out of the common fund.

The PAGA allocation of the settlement is $50,000, of which $37,500 (75%) will be distributed to the Labor Workforce and Development Agency (LWDA), with the remaining

portion - $12,500 (25%) - going to PAGA Members (all allegedly aggrieved persons who worked for Defendant at any time from March 21, 2023 through October 25, 2025).

The settlement also includes Plaintiffs' class representative enhancements. Based on Plaintiffs' work in connection with this case, including connecting Class Counsel with other witnesses, meeting and conferring with Class Counsel regarding legal strategies, risking their reputation in the construction and technical services industry, giving a general release, assisting with developing the claims and theories in this case, and attending Mediation, Plaintiffs seek a total of $30,000.

In summary, the settlement fund is allocated as follows:

(1) Net settlement fund: $498,426;

(2) Attorney's fees and costs: $**310,380** in attorneys' fees and $31,833.55 in costs;

(3) Settlement administrator expenses of $10,500;

(4) PAGA payment: $50,000 ($37,500 to the LWDA, and $12,500 to aggrieved employees);

(5) Class representative enhancements: $30,000 for the named Plaintiffs.

(Bartz Decl., ¶ 16; Singh Decl. ¶ 15.)

III. FINAL SETTLEMENT APPROVAL IS APPROPRIATE IN THIS CASE

Pursuant to both state and federal rules of civil procedure, "a class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the Court directs . . .." (Cal. Civ. Code § 1781(f); *see also* Fed. R. Civ. P. 23(e).)

To prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class action requires court approval. (*See Malibu Outrigger Bd. of Governors v. Superior Court,* 103 Cal. App. 3d 573, 578-579 (1980).) The purpose of the requirement is the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties. (*See Officers for Justice v. Civil Service Comm.,* 688 F.2d 615, 625, cert. denied 459 U.S. 1217 (9th Cir. 1982).) To determine whether to grant final approval to a proposed class action under Civil Code section 382, the Court's overriding concern is whether

the proposed settlement is "fair, adequate, and reasonable." (*Dunk v. Ford Motor Company,* 48 Cal. App. 4th 1794, 1801 (1996) (quoting *Officers of Justice, supra*, 688 F.2d at 623-624).) The settlement of a class action follows in three stages: (1) preliminary approval of the proposed settlement; (2) notice to class members; and (3) final approval or fairness hearing at which evidence and argument may be heard on the fairness of the settlement. Here, this Court already preliminarily approved the settlement, notice was provided to all class members, no class members have objected, and two class members have opted out. Thus, this agreement has a 99.63% total participation rate. (Singh Decl, ¶ 14.)

A. <u>The Settlement is Presumed Fair</u>

A presumption of fairness exists where: (1) the settlement is reached through arm's length bargaining, (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently, (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small. (*See Dunk, supra*, 48 Cal. App. 4th at 1802.) A court may also consider relevant factors such as the strength of the plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant and the reaction of the class members to the proposed settlement. (*See Officers of Justice, supra*, 688 F.2d at 624.) "This list is not exhaustive and should be tailored to each case. Due regard should be given to what is otherwise a private consensual agreement between the parties." (*Dunk, supra*, 48 Cal. App. 4th at 1801.) Moreover, the trial court has broad powers to determine whether a proposed class action settlement is fair. (*See Mallick v. Superior Court,* 89 Cal. App. 3d 434 (1979).)

B. <u>The Settlement Was Reached Through Arm's Length Negotiations</u>

This settlement is the result of arms-length and hard-fought negotiations. On August 26, 2025, the parties attended a full-day Mediation before wage and hour mediator Kevin Barnes. After an all-day mediation, the parties reached a class-wide resolution with the help of a mediator's proposal. (Bartz Decl., ¶ 14).

Defendant has denied and continues to deny all of the claims and contentions alleged in this case. Nonetheless, Defendant has agreed to settle this case in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to avoid the expense, inconvenience, and burden of further legal proceedings, and the uncertainties of trial and appeals.

Plaintiffs and Class Counsel recognize the expense of continuing to litigate and trying this case against Defendant through possible appeals which could take several years. Class Counsel are also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the case. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the settlement set forth in the Settlement Agreement is in the best interest of the Class Members.

Here the litigation has been hard fought and displayed capable and experienced advocacy on both sides. "There is likewise every reason to conclude that settlement negotiations were vigorously conducted at arm's length and without any suggestion of undue influence." *In re Wash. Public Power Supply System Sec. Litig*., 720 F. Supp. 1379, 1392 (D. AZ 1989).

C. Plaintiffs Conducted Sufficient Investigation and Discovery To Warrant Settlement

The stage of the proceedings and the amount of discovery completed are important factors for courts to consider in determining whether a settlement is fair, adequate and reasonable. (*See In re Warner Communications Sec. Lit.,* 618 F.Supp. 735, 741 (S.D.N.Y. 1985), affd., 198 F.2d 35 (2d Cir. 1986); *Ellis v. Naval Air Rework Facility,* 87 F.R.D. 15, 18 (N.D. Cal. 1980), affd., 661 F.2d 939 (9th Cir. 1981).)

The agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation. Class Counsel obtained substantial informal discovery from Defendant, including production of relevant written wage and hour policies, electronic and hard copy time and payroll data for the class period and documents reflecting Defendant's relevant wage and hour practices in effect during the relevant time. Bartz

Decl., ¶ 13. Plaintiffs hired a labor economist to conduct a comprehensive analysis of the data produced by Defendant. *Id*.

Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and numerous issues raised on appeal and potential appeals down the road. Defendant and its counsel also agree that the settlement is fair and in the best interest of the Settlement Class Members. There can be no doubt that counsel for both parties possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

D. Class Counsel Is Experienced In Similar Litigation And Endorse The Settlement

The view of attorneys advocating for the class is "entitled to significant weight." (*Fisher Bros. v. Cambridge-Lee Industries, Inc.,* 630 F.Supp. 482, 488 (E.D. Pa. 1985); *see also Ellis, supra*, 87 F.R.D. at 18.) Class counsel has significant experience in class actions and employment litigation, including wage and hour class actions. (Bartz Decl, ¶¶ 17-21; Declaration of Walter Haines ("Haines Decl."), ¶¶ 3-4; Declaration of Christopher Burrows ("Burrows Decl."), ¶¶ 5-10; Declaration of Sean Novak ("Novak Decl."), ¶¶ 4-5). As such, they are experienced and qualified to evaluate the claims and defenses in this case, and unequivocally support the settlement reached herein. The recovery for the class is fair, reasonable and adequate, and Class Counsel supports the settlement.

E. There Are No Objectors To The Settlement

Significantly, there has not been a single objection to the settlement, and only two class members have asked to be excluded from the settlement. A total of five hundred and forty-four (544) participating class members represents a 99.63% participation rate. (Singh Decl, ¶¶ 10-14.) This alone is a testament to the fairness and adequacy of the settlement.

F. The Strength of Plaintiffs' Case, The Amount Offered In Settlement, and The Risk, Expense, Complexity, and Duration of Further Litigation Favors Settlement

Where both sides face significant uncertainty, the attendant risks favor settlement. (*Hanlon v. Chrysler Comm.,* 150 F.3d 1011, 1026 (9th Cir. 1998). Moreover, "[t]he expense and possible duration of the litigation should be considered in evaluating the reasonableness of [a] settlement." (*In re Mega Financial Corp. Securities Litigation,* 213 F.3d 454, 458 (9th Cir. 2000).)

Plaintiffs Julia Gonzales, Erika Brito and Jesus Rodriguez are former employees who worked with Defendant. Plaintiff Julia Gonzales worked for Defendants in the billing department from approximately in or about Fall 2021 until her separation in or about April 2023. Plaintiff Erika Brito also worked for Defendants as a CSI Biller from approximately in or about August 2022 until her separation in or about June 2023. Plaintiff Jesus Rodriguez worked for Defendants as a service technician between February 2023 and October 2023. Bartz Decl., ¶ 3. Defendant provides commercial refrigeration, HVAC, and electrical contractor services in California, Nevada, and other western states. The operative First Amended Class and Representative Complaint alleges claims for 1) Failure to Pay All Overtime Wages; 2) Minimum Wage Violations; 3) Unreimbursed Business Expenses; 4) Meal Period Violations; 5) Rest Period Violations; 6) Waiting Time Penalties; 7) Wage Statement Violations; 8) Unfair Business Competition; and 9) Violation of Labor Code § 2698-2699 (PAGA). Plaintiffs further allege that they and the Class are entitled to damages, restitution, wages, attorneys' fees, and interest, among other remedies. *Id*., ¶ 15.

Pursuant to *Kullar v. Footlocker Retail Inc.*, 168 Cal.App.4th 116, 118 (2008) and *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794 (1996), the following describes the settlement's reasonableness. Plaintiffs recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of denial of motion for class certification and the uncertain outcomes resulting from further litigation, and the difficulties and

delays inherent in such litigation.

Based on the foregoing, Plaintiffs have determined that the settlement is a fair, adequate and reasonable settlement and is in the best interests of the Class Members. The reasonable exposure and the reasonable settlement value for each of the alleged claims are as follows:

1. Overtime/Off-the-Clock Wage Violations

Labor Code § 510 provides that "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Further, "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay . . ., [and] any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of an employee."

Labor Code § 1194 states any employee receiving less than the legal minimum wage is entitled to recover the unpaid balance of the full amount of this minimum wage, including interest thereon, reasonable attorney's fees, and costs of suit.

Plaintiffs contend that Defendant failed to pay all wages due in several respects.

a. Minimum Wage Violations: **$75,000.00**

Plaintiffs allege that putative class members were not paid for all hours because Defendant encouraged employees to work off-the-clock and, separately, maintained a time rounding practice that required Plaintiffs and members of the Classes to punch-in for the beginning of their shift no more than seven (7) minutes before the scheduled start time, and to punch-out from their shift no more than seven (7) minutes after the scheduled end time. Hand-in-hand with this policy is Defendant's policy on tardiness, whereby non-exempt employees are subject to disciplinary action for being late to work, whether it be 1 minute, 5 minutes, or more. Plaintiffs also allege a unilateral auto-deduct policy and an improper on-call pay procedure. Bartz Decl., ¶ 16(1)(a.). Plaintiffs' analysis indicated that approximately 51% of shifts were negatively affected by Defendant's timekeeping system. *Id*. However, Arcticom asserts that it forbade employees from working off-the-clock, denies an auto-deduct mechanism and sets forth

multiple defenses to Plaintiffs' rounding claim, with the foremost being that it in-fact paid for all hours worked an any discrepancy is de-minimis. *Id*. Arcticom also maintains that certification of a rounding class would be unlikely. Finally, Defendant argues that it compensated putative class members for all hours worked and contends that Plaintiffs would be unable to certify this claim given the individualized inquiries as to whether putative class members were actually paid more (or less) than time recorded, in each individual circumstance. *Id*. For these reasons, Plaintiffs estimated Defendant's exposure as $75,000. *Id*.

b. Unpaid Wages due to Regular Rate Miscalculation: **$15,000**

Plaintiffs allege that Arcticom failed to include non-discretionary bonuses in the "regular rate" of pay. These bonuses and extra pay included periodic incentive bonus programs and/or commission earned by achieving pre-determined goals. Bartz Decl., ¶ 16(1)(b.). Assuming that Plaintiffs would be able to prove that each of the bonuses should have been included when calculating the overtime rate of pay, the putative class was underpaid a de minimis/nominal amount in overtime wages. Plaintiffs did not discount Defendant's maximum exposure (to account for risk of non-certification or failure on the merits) to arrive at an estimated exposure of $15,000.*Id*.. Arcticom maintains that the bonuses, if any, were discretionary both as to payment and as to amount, and therefore were not required to be included in the "regular rate" for overtime purposes.

Defendant contends that its payment policies were lawful, and that it paid for all time worked by Plaintiffs and the class members.

2. Meal and Rest Period Claims

a. Meal Period Violations: **$150,000**

Plaintiffs contend that Defendant failed to provide Plaintiffs and class members with a duty-free 30-minute meal period for every five hours of work as is required by Labor Code § 512 and the applicable IWC Wage Order(s) and in violation of *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012). Failure to provide a meal in accordance with the applicable Wage Order(s) results in payment by the employer of one additional hour of pay at the employee's regular rate of pay for each workday that the rest or meal period is not provided. (Labor Code §

226.7.) Defendant also cannot create "incentives to forego, or otherwise encourage[] the skipping of legally protected breaks." *Brinker*, *supra*, 53 Cal.4th at 1040. Moreover, when time records show short, missed, and late meal periods, there is a presumption that an employer violated California's meal period requirements. *See Donohue v. AMN Services, LLC*, 11 Cal.5th 58, 78 (2021) ("If time records show noncompliant meal periods, then a rebuttable presumption of liability arises.")

Plaintiffs allege that from a practical standpoint, Defendant did not pay meal period premiums at the regular rate of pay, as California law and their own written policies required. Bartz Decl., ¶ 16(2)(a.). Plaintiffs anticipate that Arcticom will point to its facially compliant written policies, however, the existence of a facially complaint written policy is not sufficient to defeat class certification where an employer has a practice of failing to provide all meal periods. *See*, e.g., *Alberts v. Aurora Behavioral Health Care*, 241 Cal.App.4th 388 (2015) (holding that class certification was proper where it was shown that employer's practices or procedures resulted in the denial of lawful meal and rest breaks, even though the employer's written meal and rest break policy was facially legal, and even if employees could not prove a "universal practice" on the part of management to deny employees breaks). Arcticom disputes these allegations. *Id*. Based on Plaintiffs' expert's analysis of the timekeeping records produced in connection with mediation, Plaintiffs determined that there were approximately 7,500 qualifying shifts with a late, short or otherwise non-compliant meal period for which no premium was paid. As such, Plaintiffs have evaluated Defendant's meal period exposure as follows: 7,500 violations * $20 premium (average hourly rate) = $150,000. Plaintiffs' analysis was not discounted, to arrive at an estimated exposure of $150,000. *Id*.

b. Rest Period Premium Wages: **$150,000**

Section 12(A) of the IWC Wage Order(s) states: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three

and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

Section 12(B) of the IWC Wage Order(s) states: "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided." Moreover, during rest periods, "employees must not only be relieved of work duties, but also be freed from employer control over how they spend their time." *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.5th 257, 270 (2016). Further, when an employer adopts common policies that prevent employees from taking their rest breaks, it presents a common factual issue by which liability may follow. *See Jaimez v. Daiohs USA, Inc.*, 181 Cal.App.4th 1286, 1304 (2010). Indeed, "[t]he wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks." *Brinker, supra*, 53 Cal.4th at 1040.

Despite Arcticom's facially lawful written rest period policies, Plaintiffs contend that in practice, employees did not receive a rest period for every four hours worked, or major fraction thereof, particularly due the inherent needs of the industry and demands of superiors. Contrary to policy, Plaintiffs allege that employees were discouraged from taking all duty-free rest breaks. *See* Bartz Decl., ¶ 16(2)(b). As an anecdotal baseline measure, Plaintiffs allege that putative class members were regularly denied one (or more) rest periods every two pay periods, particularly when working shifts in excess of 10.0 hours. *Id*.

Arcticom contends it authorized employees to take all required rest periods, and that it did not do anything to discourage or impede employees from taking their rest periods in practice. *Id.* Defendant further argues that Plaintiffs' rest period claim is inherently unsuited for class treatment as it would require individualized inquiries to determine whether a certain rest period was denied on a given shift, and whether a missed rest period was the result of individual employee choice, which would devolve into an unmanageable series of mini-trials, particularly since rest periods were not recorded and there was no other common evidence of when rest

periods were taken. *Id.* Based on documentary and anecdotal evidence, Plaintiffs assessed an estimated the maximum damages on this claim at $150,000 (7,500 independent violations x $20 average hourly rate). Accordingly, Plaintiffs' analysis did not discount Defendant's calculated exposure by for risk, to arrive at an estimated exposure of $150,000. *Id*.

3. Waiting Time Penalty: $215,000

The waiting time penalty is purely derivative. Based on data provided by Defendant, there are approximately 282 putative class members who have separated their employment in the relevant time period. Plaintiffs' expert calculated a *maximum* waiting time penalties for all 282 employees (i.e., 240 hours of pay at the average hourly rate of pay @ $20.00) at $1,353,600. Bartz Decl., ¶ 16(3). However, as noted, there was *significant* risk of non-certification and non-recovery on this claim due to Defendant's good-faith defenses to the underlying claims and contention that waiting time penalties are not available for meal or rest period claims (which form the bulk of Defendant's underlying liability). *Id*. Thus, Plaintiffs discounted the *maximum* exposure by 60% for risk of non-certification and by an additional, separate, 60% for risk of being unsuccessful on the merits, to arrive at an estimated total of $215,000. *Id*.

4. Wage Statement Penalties: $115,000

As to the wage statement penalties, which is derivative of the other claims identified above, Class Counsel arrived at a maximum reasonable exposure of this claim of approximately $206,000. This figure was arrived at by assuming that each wage statement that was provided to the class members violated Labor Code §226, and multiplying the number of pay periods during the statutory period by $50 for 21 initial violations, and $100 for 993 subsequent violations per pay period.

Plaintiffs' expert analysis of the data reflected that there are approximately 2,731 qualifying wage statements issued to putative class members during pay periods in the relevant time period. Bartz Decl., ¶ 16(4). Plaintiffs therefore calculated a total of $206,000 in maximum potential wage statement penalties. *Id.* Arcticom maintains that no underlying violations occurred which would give rise to derivative wage statement liability, and that its wage statements followed Labor Code § 226(a)'s requirement to list the name of the employer on the

wage statement. Defendant further maintains that, even if there were any alleged violations, they were not "knowing and intentional" to meet the standards set in Labor Code § 226(e) for a wage statement penalty. *Id*. Arcticom further asserts that meal and rest period claims cannot support wage statement penalties after *Kirby v. Immoos Fire Protections, Inc.* (2012) 53 Cal.4th 1244.. Plaintiffs therefore discounted the calculated exposure by 25% for risk of non-certification, and an additional, separate 25% for risk of being unsuccessful on the merits, to arrive at an estimated total of $115,000.*Id*.

5. PAGA Penalties: $50,000

Plaintiffs contend that PAGA penalties are owed based on the numerous alleged Labor Code violations identified above. Once a PAGA violation is found, a court must award civil penalties. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1211-1213 (2008). Nevertheless, a court has discretion to reduce the award of civil penalties if it finds that "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2).

Significantly, moreover, because it is an open question regarding the Defendant's liability, there is a very real possibility that a court would substantially reduce the penalties, even if they are proven. *See, e.g., Fleming v. Covidien, Inc.*, 2011 WL 7563047, *3-4 (C.D. Cal. 2011) (reducing penalties from $2.8 million to $500,000 based on wage statement violations because to assess full penalties would be unjust and arbitrary); *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1134 (2012) (reduction of PAGA penalties by 30% affirmed on appeal).

Plaintiffs' expert identified employees potentially qualified for PAGA penalties, *assuming* that at least one labor code violation could be proven in each of the qualifying pay periods. PAGA penalties were calculated at $100 for the first pay period and $200 for subsequent pay periods. Plaintiffs calculated the *maximum* PAGA penalties for all employees was approximately $1,250,000. Bartz Decl., ¶ 16(5); *see also Amaral v. Cintas Corp.* (2008) 163 Cal.App.4th 1157. However, these penalties derive from the underlying violations discussed herein, each of which Defendant vigorously disputes. *See, e.g.*, *Green v. Lawrence Service Co.*,

No. LA-CV-12-6155-JAK(VBKx), 2013 WL 3907506 at *5, fn. 5 (C.D. Cal. July 23, 2013) (explaining that PAGA claim's success is determined by merits of underlying claims). PAGA also specifically grants courts the discretion to reduce penalties (Labor Code § 2699(e)(2)), and Defendant argues that the Court would reduce penalties significantly given the good-faith defenses. *Id*. Accordingly, Plaintiffs discounted that maximal figure by 80% for a risk of losing on the merits and by an additional, separate, 80% for the risk of this Court reducing penalties, to arrive at an estimated total of $50,000. *Id*., ¶ 26; *see also Thurman, supra,* 203 Cal.App.4th at 1135-36 (affirming reduction of PAGA penalties); *Fleming*, *supra*, 2011 WL 7563047 at *4 (justifying the significant reduction of PAGA penalties).

6. Total Damage Exposure[1]

Using these estimated figures for each of the claims described above, Plaintiffs predicted the realistic potential total recovery for the Settlement Class would be approximately **$770,000**. Bartz Decl., ¶ 16(6). The proposed settlement of $931,140 represents over 100% of Plaintiffs' reasonably forecasted recovery *before* accounting for attorneys' fees and costs and are a class-wide recovery that would likely be precluded absent settlement. *Id.* This recovery is significant, particularly considering the barriers to maintain this case as a class/collective action, and supports preliminary approval as appropriate because the settlement will provide meaningful monetary relief to the Settlement Class. *Id*.

G. All Class Members Have Received Proper Notice of the Settlement

Pursuant to the Court's Preliminary Approval Order dated August 10, 2026, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, was sent out to all 546 Class Members via first-class mail by Claims Administrator CPT Group on September 28, 2026. (Singh Decl., ¶ 7) Prior to this date, the name, last known address, and

[1] The Unfair Competition claim is subsumed into the *Kullar* analysis above. The Unfair Competition claim is based upon the wage and hour violations, and adds an extra year of damages, and is included within the above analysis.

social security number of each Class Member were provided by Defendants through a review of its personnel files. Upon its receipt of the Class Member contact information, CPT Group accessed the National Change of Address ("NCOA") database and updated the addresses provided by Defendants. (*Id*., ¶ 6). As of the date of the filing of this motion, not a single Class Member has objected to the settlement; and two Class Members have requested exclusion from the settlement. *Id*., ¶ ¶ 10-12

IV. PLAINTIFFS' REQUESTED ATTORNEYS' FEES ARE APPROPRIATE AND JUSTIFIED

A. Fees Can Be Awarded As A Percentage of the Common Fund

When a common fund is created, attorneys who secured the fund are entitled to a percentage of the fund. (*See Laffitte v. Robert Half Int'l, Inc.,* 1 Cal.5th 480, 503 (2016) ["the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created]; *Lealao v. Beneficial Cal., Inc.,* 82 Cal.App.4th 19, 26 (2000) ["percentage fees have traditionally been allowed in . . . common fund cases"]). Plaintiffs' request for one-third of the common fund is reasonable, falls within the Ninth Circuit's historical benchmark for attorneys fees of 25% to 50% of a common fund, and is fair compensation for undertaking complex litigation on a contingent basis. (*See, e.g.*, Conte & Newberg, Newberg on Class Actions § 14:6, p. 551 (4th ed. 2002) [surveying cases, and finding that 30-50% of fees awarded in cases in which the common fund is relatively small]; see also *In re Ampicillin Antitrust Litigation*, 526 F.Supp. 494 (D.D.C. 1981) [court approved attorney fee award equal to 45% of the settlement fund].)

Under the common fund doctrine, "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,* 444 U.S. 472, 478 (1980) [100 S.Ct. 745, 750, 62 L.Ed.2d 676].) The Supreme Court explained:

> The doctrine rests on the perception that persons who obtain the benefit of a lawsuit without contributing to its cost are unjustly enriched at the successful litigant's expense. Jurisdiction over the fund involved in litigation allows a court to prevent this inequity by assessing attorney's fees against the entire fund, thus spreading fees proportionately among those benefitted by the suit. (Citations omitted.)

(*Id*.; *see also Laffitte, supra,* 1 Cal.5th at 503 ["the percentage method is a valuable tool that should not be denied our trial courts"]; *Serrano v. Priest,* 20 Cal.3d 25, 34 (1977) ["one who expends attorneys' fees in winning a suit which creates a fund from which other derive benefits, may require those passive beneficiaries to bear a fair share of the litigation costs"].)

Class counsel seeks an award of attorneys' fees of $310,380, or one-third of the settlement. Class counsel's fee is eminently reasonable here. Class counsel achieved a very good result for all class members, who will all be entitled to receive their share of the settlement according to their workweeks during the class period.

B. Plaintiffs' Attorneys' Fees Are Also Recoverable Under The Lodestar Approach

Class Counsel's fee request is also reasonable when calculated using the lodestar method. The lodestar is produced by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate. *See Graciano v. Robinson Ford Sales, Inc.*, 144 Cal. App. 4th 140, 164 (2006). The court then engages in a multiplier analysis and determines whether the lodestar figure should be augmented. *Ketchum v. Moses*, 24 Cal. 4th 1122, 1132 (2001). Under the lodestar method, "there is 'no mathematical rule requiring proportionality between compensatory damages and attorneys' fees award." *Harman v. City and County of San Francisco*, 158 Cal. App. 4th 407, 421 (2007). While "the attorney who takes [a fee-shifting] case can anticipate receiving full compensation or every hour spent litigating a claim[,]" *Weeks v. Baker & McKenzie*, 63 Cal. App. 4th 1128, 1175 (1998), courts should not be "enmeshed in a meticulous analysis of every detailed facet of the professional representation." *Serrano v. Unruh*, 32 Cal. 3d 621, 642 (1982); s*ee also*, *Fox v. Vice*, 563 U.S. 826, 838 (2001) (The essential goal in shifting fees … is to do rough justice, not to achieve auditing perfection").

The starting point in determining the appropriate hourly fee is to discern the prevailing rate for similar work in the pertinent geographic area. *PLCM Group v. Perez*, 22 Cal. 4th 1084, 1096-1097 (2000) (using prevailing hourly rate in community for comparable legal services even though party used in-house counsel). Class Counsel's hourly rates are comparable to, or less than, those charged by other class action plaintiffs' counsel and are commensurate with the rates awarded to Class Counsel in similar actions. (*See* Bartz Decl., ¶ 26; Haines Decl., ¶ 8; Burrows Decl., at ¶ 24).

Furthermore, the total attorney hours expended on this action are reasonable. Class Counsel has spent a total of 411 hours thus far in the litigation, including 138 hours expended by Bartz Law Group, APC; 18 hours expended by the United Employees Law Group, PC; 205 hours expended by Burrows Law Firm, APC; and 50 hours incurred by The Novak Law Firm, P.C. (*See* Bartz Decl. at ¶ 26, and Ex. 2; Haines Decl. at ¶ 9; Burrows Decl., at ¶ 24, and Ex. B; Novak Decl., ¶ 7). Multiplying the total hours billed by Class Counsel by their reasonable hourly rates yields a lodestar of approximately $339,086.

Class Counsel's lodestar is more than the amount of attorneys' fees requested in this case, which results in a negative multiplier of 1.09.

1. The Requested Award of Attorneys' Fees is Supported by Class Counsel's Prosecution of this Case on a Contingency Basis

Recognizing that attorneys who represent clients under contingency-fee agreements shoulder considerable risk of the possibility of minimal or low recovery, courts recognize that contingent-fee attorneys should obtain a larger fee than the market-value of their services in order to help assure skilled representation of class interests. *See Graham v. DaimlerChrysler Corp*., 34 Cal.4th 553, 580 (2004) ("[A] lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions."); *Ketchum*, *supra*, 24 Cal.4th at 1132 ("[A] contingent fee contract, since it involves a gamble on the result, may properly provide for larger compensation than would otherwise be recoverable.').

The risks faced by attorneys working on contingency are substantial. This is particularly true in the context of class action litigation where there can be numerous hotly contested procedural and substantive issues, considerable outlay of costs without guarantee of recovery, and the possibility that intervening factors, such as the financial condition of the defendant, may limit the scope of potential recovery. California courts thus recognize that "the experience of the marketplace indicates that lawyers generally will not provide legal representation on a contingent basis unless they receive a premium for taking that risk." *Ketchum*, 24 Cal.4th at 1136. "Given the unique reliance of our legal system on private litigants to enforce substantive provisions of law through class and derivative actions … [attorneys] must be provided incentives roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace, as it will otherwise be economic for defendants to increase injurious behavior." *Lealao*, 82 Cal. App. 4th at 47. These policies support Plaintiffs' fee request, as Class Counsel undertook substantial risk in prosecuting this case.

2. The Requested Award of Attorneys' Fees is Supported by the Results Achieved on Behalf of the Class

Courts assess the reasonableness of a request for attorneys' fees by examining the results achieved on behalf of the Class. *See Serrano*, 20 Cal.3d at 49. This settlement represents a substantial recovery for the Settlement Class in light of the compelling defenses to liability.

As set forth above and in the supporting Declaration of Aaron A. Bartz, Class Counsel undertook a thorough analysis of the claims in this action including spending over 361 hours filing and prosecuting the claims, conducting legal research and data analysis to develop the novel core theories of liability in this case. Using this data, Class Counsel was able to determine that the maximum settlement amount of $931,140. Class Counsel also expended substantial efforts and resources communicating with Plaintiffs and other settlement class members, in order to maximize the total amount claimed by class members under the settlement. The result is that participating Class Members will receive over $498,426 in total settlement payments at an average recovery of $916. (Singh Decl. ¶¶13-17) Accordingly, the cumulative benefits achieved by the Settlement favor approval of the requested fees.

3. The Requested Award of Attorneys' Fees is Supported by Class Counsel's Experience, Reputation, and Skill

The "skill and experience of the attorneys and nature of work performed" are also evaluated under California law in connection with a fee motion. *Northwest Energetic Services, LLC v. Cal. Franchise Tax Bd*., 159 Cal. App. 4th 841, 880 (2008). Class Counsel regularly litigate wage and hour claims and have considerable experience settling wage and hour class actions. (*See* Bartz Decl. at ¶¶17-19; Haines Decl. at ¶ 3; Burrows Decl., at ¶¶ 5-10).

V. PLAINTIFFS' REQUESTED COSTS ARE REASONABLE AND SHOULD BE APPROVED

Class Counsel has incurred a total of **$31,833.55** in costs and expenses that would normally be billed to a fee-paying client. Defendant has agreed to pay out these costs out of the settlement amount. The majority of costs incurred in this action relate to filing fees, expert fees, and mediator fees, which are costs that are reasonable and necessary to the litigation of this case. (*See* Bartz Decl. at ¶ 27, Ex. 3 thereto; Burrows Decl., at ¶ 16, and Ex. A; Novak Decl., Ex. A).

In accordance with the Settlement Agreement, Class Counsel requests an award of **$31,833.55**, which is the amount of costs Preliminarily Approved by the Court in this Action. Accordingly, the requested costs should also be awarded.

VI. THE REQUESTED PAYMENT TO THE CLAIMS ADMINISTRATOR IS REASONABLE AND SHOULD BE APPROVED

Plaintiffs request final approval of claims administration costs in the amount of $10,500.00 to be paid to CPT Group, Inc., which, per the Declaration of Laura Singh, has attested to the fact that it has properly distributed the Class Notice to all Class Members and has otherwise completed all of its duties thus far in administering and facilitating the settlement terms in this action.

VII. THE ENHANCEMENT AWARDS FOR THE CLASS REPRESENTATIVES ARE FAIR AND REASONABLE

The proposed enhancement awards for the class representatives are intended to recognize their initiative, risks, and efforts on behalf of the Settlement Class. Courts routinely approve class representative service payments, also known as incentive awards, to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. *See In re Cellphone Fee Termination Cases*, 186 Cal. App. 4th 1380, 1393 (2010); *see also Bell v. Farmers Ins. Exch.*, 115 Cal. App. 4th 715, 726 (2004) (upholding "service payments" to named plaintiffs for efforts in bringing the case); Manual for Complex Litigation (Second), § 21.62, fn. 971 (1985) (noting that such awards "may sometimes be warranted for time spent meeting with Class Members, monitoring cases, or responding to discovery"). "An incentive award may be appropriate to induce someone to serve as a class representative. In determining whether to make an incentive award, the court may consider (1) the risk, both financial and otherwise, the class representative faced in bringing the suit; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit received by the class representative as a result of the litigation." *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal.App.4th 1251, 1272 (2015).

In this litigation, class representatives Julia Gonzales, Erika Brito and Jesus Rodriguez testify to their risks, time and effort incurred, the adverse consequences suffered, and the benefits received in this case. (*See generally*, the Declarations of Julia Gonzales, Erika Brito and Jesus Rodriguez). Significantly, both representatives Julia Gonzales and Erika Brito worked in the billing department and representative Jesus Rodriguez worked as a service technician. All representatives have dealt with substantial reputational risks in the industry

In addition, class representatives are required to execute a general release of all claims against Defendant, which includes a waiver of unknown claims and their rights under California Civil Code § 1542. For all of these reasons, the requested service payments of $10,000 for Ms. Gonzales, $10,000 for Ms. Brito and $10,000 for Mr. Rodriguez, are appropriate and justified.

VIII. CONCLUSION

Based on the foregoing, Plaintiffs respectfully request that this Court issue an Order and Judgment approving the Settlement, and grant Plaintiffs' attorneys' fees and costs, CPT Group's administrative expenses, and Plaintiffs' enhancement awards.

Dated: November 16, 2026

BARTZ LAW GROUP, APC

//Aaron Bartz//
Aaron A. Bartz
Attorneys for Plaintiffs JESUS RODRIGUEZ and all others similarly situated