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on behalf of himself and other similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

PAUL GARVES, on behalf of himself and all
others similarly situated, and the general
public,

Plaintiff,

vs.

SAN FRANCISCO FIRE CREDIT UNION,
a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CGC-24-613197

CLASS ACTION

Assigned for All Purposes To:

Hon. Ethan P. Schulman

Department 304

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT, REQUEST FOR
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVES' SERVICE
PAYMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Date: October 20, 2026

Time: 10:00 a.m.

Dept.: 304

Action filed: March 18, 2024

First Amended Complaint: August 5, 2024

Trial date: None Set

1 **TO THE HONORABLE COURT, ALL INTERESTED PARTIES, AND THEIR**
2 **RESPECTIVE COUNSEL OF RECORD:**

3 **PLEASE TAKE NOTICE THAT** on October 20, 2026, at 10:00 a.m., or as soon
4 thereafter as the matter may be heard in Department 304 of the San Francisco County Superior
5 Court, located at 400 McAllister, San Francisco, CA 94102, Plaintiff Paul Garves (“Plaintiff”)
6 will move for an Order Granting Final Approval of Class Action and PAGA Settlement.

7 The Motion will be made on the grounds that the proposed Settlement is fair, adequate,
8 reasonable, and in the best interest of the Plaintiff and all Class Members.

9 The Motion will be based on this Notice of Motion, the attached Memorandum of Points
10 and Authorities, the Declaration of Class Counsel, and exhibits thereto, including the Declaration
11 of Madely Nava for Apex Class Action, LLC and all other papers and records on file in this
12 action, and on such oral and documentary evidence as may be presented at the hearing on this
13 Motion.

14
15 Dated: September 23, 2026

D.LAW, INC.

16
17 By: 

Enoch J. Kim, Esq.

Marta Manus, Esq.

Attorneys for Plaintiff Paul Garves

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. RELEVANT BACKGROUND	1
III. THE SETTLEMENT	2
A. Benefit to the Class	2
B. Preliminary Approval of the Settlement and Notice Procedure.....	3
IV. FINAL SETTLEMENT APPROVAL IS APPROPRIATE	4
A. The Settlement is Entitled to a Presumption of Fairness.	4
B. The Settlement was Reached Through Arm's Length Negotiations.	5
C. Sufficient Discovery and Investigation Have Been Completed.....	5
D. Class Counsel is Experienced and Endorses the Settlement.	6
V. THE COURT SHOULD APPROVE THE REQUESTED ATTORNEYS' FEES	7
A. Plaintiff is Entitled to Attorneys' Fees Under California Law	7
B. Class Counsel Request an Award of Fees Based on the Common Fund Doctrine ..	7
C. Optional Lodestar Cross-Check Confirms Reasonableness of Fees.....	10
D. Class Counsel's Hourly Rates Are Reasonable.....	11
E. Class Counsel's Hours Are Reasonable.	13
VI. THE COURT SHOULD APPROVE THE REIMBURSEMENT OF COSTS	13
VII. THE CLASS REPRESENTATIVE'S SERVICE AWARD IS REASONABLE AND SHOULD BE APPROVED	14
VIII. THE COURT SHOULD GRANT FINAL APPROVAL OF THE PAGA PORTION OF THE SETTLEMENT	16
IX. CONCLUSION	17

TABLE OF AUTHORITIES

<u>Cases</u>	<u>Page</u>
<i>Amaro v. Anaheim Arena Management, LLC</i> (2021) 69 Cal.App.5th 521	16
<i>Apple Computer, Inc. v. Superior Court</i> (2005) 126 Cal.App.4th 1253	8
<i>Bihun v. AT&T Information System</i> (1993) 13 Cal.App.4th 976	10
<i>Cellphone Termination Fee Cases</i> (2010) 186 Cal.App.4th 1380	14
<i>Clark v. American Residential Services LLC</i> (2009) 175 Cal.App.4th 785	14
<i>Dunk v. Ford Motor Company</i> (1996) 48 Cal.App.4th 1794	4, 5, 6, 12
<i>Fisher Bros. V. Cambridge-Lee Industries, Inc.</i> (E.D. Pa. 1985) 630 F.Supp.482	6
<i>Glass v. UBS Financial Services, Inc.</i> (N.D. Cal., Jan. 26, 2007, No. C-06-4068 MMC) 2007 WL 221862	14
<i>Godfrey v. Oakland Port Services Corp.</i> (2014) 230 Cal.App.4th 1267	14
<i>Gutierrez v. Chopard USA Ltd.</i> (2022) 82 Cal.App.5th 383	12
<i>In re Activision Securities Litigation</i> (N.D. Cal. 1989) 723 F.Supp. 1373	9
<i>In re Omnivision Techs., Inc.</i> (N.D. Cal. 2008) 559 F. Supp. 2d 1036	6
<i>In re Pacific Enterprises Securities City and County of San Francisco Litigation.</i> (9th Cir. 1994) 47 F.3d 373	9
<i>In re Wash. Pub. Power Supply Sys. Litig.</i> (9th Cir.1994) 19 F.3d 1291	7
<i>Ketchum v. Moses</i> (2001) 24 Cal.4th 1122	11
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116	5
<i>Laffitte v. Robert Half International Inc.</i> (2016) 1 Cal.5th 480	8, 10

TABLE OF AUTHORITIES - Continued

	<u>Page</u>
<u>Cases - Continued</u>	
<i>La Sala v. Am. Sav. & Loan Assn.</i> (1971) 5 Cal.3d 864	4
<i>Lealao v. Beneficial Calif., Inc.</i> (2000) 82 Cal.App.4th 19	8, 9, 10
<i>Malibu Outrigger Bd. of Governors v. Superior Court</i> (1980) 103 Cal.App.3d 573	5
<i>Mallick v. Superior Court</i> (1979) 89 Cal.App.3d 434	5
<i>Martino v. Denevi</i> (1986) 182 Cal. App. 3d 553.....	13
<i>Martinez v. Helzberg's Diamond Shops</i> (C.D. Cal., Sept. 24, 2021, No. EDCV201085PSGSHKX) 2021 WL 9181893.....	12
<i>Moniz v. Adecco USA, Inc.</i> (2021) 72 Cal.App.5th 56	16
<i>New York Gaslight Club, Inc. v. Carey</i> (1980) 447 U.S. 54.....	13
<i>Nightengale v. Hyundai Motors America</i> (1994) 31 Cal.App.4th 99	12
<i>Officers for Justice v. Civil Serv. Com'n of City and County of San Francisco</i> (1982) 688 F.2d 615	5
<i>PLCM Group, Inc. v. Drexler</i> (2000) 22 Cal.4th 1084.....	12
<i>Rodriguez v. West Publishing Corp.</i> (9th Cir. 2009) 563 F.3d 948	15
<i>Ramos v. Countrywide Home Loans, Inc.</i> (2000) 82 Cal.App.4th 615	12
<i>Ryan v. California Interscholastic Federation</i> (2001) 94 Cal.App.4th 1033	11
<i>Serrano v. Priest</i> (1977) 20 Cal.3d 25	7, 8, 10, 12
<i>Serrano v. Unruh</i> (1982) 32 Cal.3d 621	13
<i>Turrieta v. Lyft, Inc.</i> (2024) 16 Cal. 5th 664	16

TABLE OF AUTHORITIES - Continued

	<u>Page</u>
<u>Cases - Continued</u>	
<i>Van Vranken v. Atlantic Richfield Co.</i> (N.D.Cal.1995) 901 F.Supp. 294	15
<i>Vincent v. Hughes Air West, Inc.</i> (9th Cir. 1977) 557 F.2d 759	7
<i>Vizcaino v. Microsoft Corp.</i> (9th Cir. 2002) 290 F.3d 21043	7, 11
<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224	7, 11
<u>Statutes</u>	
Business & Professions Code § 17200 <i>et seq.</i>	1
Code Civ. Proc. § 382	4
Code Civ. Proc. § 1781(f)	4
Labor Code § 204	1
Labor Code § 223	1
Labor Code § 226(a)	1
Labor Code § 226.7	1
Labor Code § 227.3	1
Labor Code § 246	1
Labor Code § 510	1
Labor Code § 512	1
Labor Code § 1194	1
Labor Code § 1194.2	1
Labor Code § 1197	1
Labor Code § 1197.1	1
Labor Code § 1198	1
Labor Code § 2802	1
Labor Code § 2698	1
Labor Code § 2699(1)(2)	16
Labor Code § 2699.3(a)	1

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Class Counsel has achieved a fair, reasonable, and adequate result in this litigation, reflected in the Class Action and PAGA Settlement Agreement and the Addendum to Class Action and PAGA Settlement (collectively the “Settlement” or “Settlement Agreement”). The response of 169 Class Members shows that the settlement is in the best interests of the class: only one Class Member opted out of the settlement. The *highest* estimated Individual Class Payment is approximately \$4,075.83, the *average* Individual Class Payment is currently estimated to be approximately \$2,192.35, and the *lowest* Individual Class Payment is currently estimated to be approximately \$15.68. The settlement of this action is fair, reasonable, and adequate. Accordingly, final approval should be granted.

II. RELEVANT BACKGROUND

On March 18, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendant for: (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7, and 1198); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (4) Failure to Pay Proper Sick Pay (Lab. Code § 246); (5) Failure to Pay Proper Vacation Wages (Lab. Code § 227.3); (6) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); (7) Failure to Indemnify (Lab. Code § 2802); and (8) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.). Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and California’s Labor and Workforce Development Agency (“LWDA”) by sending the PAGA Notice on March 18, 2024 (LWDA- CM-1017256-24). On August 5, 2024, Plaintiff filed a First Amended Complaint adding a claim under PAGA, Labor Code §2698. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). (Declaration of Marta Manus [“Manus Decl.”], ¶ 2, filed herewith.)

The Parties agreed to participate in mediation and informally exchanged information and documents, including pertinent class data and producing a representative sampling of

timekeeping and corresponding payroll records along with policy documents. In preparation for mediation, Plaintiff hired Berger Consulting Group, an expert data analysis group to prepare damage calculations and an exposure analysis for the mediation. (*Id.* at ¶ 3.) On January 7, 2025, the Parties participated in an all-day mediation presided over by Lonnie Giamela, Esq., a respected mediator of wage and hour representative and class actions. Following a full day of mediation, the Parties agreed to general settlement terms to resolve the lawsuit. (*Id.* at ¶ 4.)

The mediation resulted in a Gross Settlement Amount of \$650,000.00 (“Gross Settlement Amount”), on a class wide and PAGA representative basis. The Class Period is defined as March 18, 2020, through March 8, 2025. Aggrieved Employees means all current and former non-exempt employees of San Francisco Fire Credit Union who worked in California during the PAGA Period. (*Id.* at ¶ 5.)

III. THE SETTLEMENT

A. Benefit to the Class

The Class consists of the named Plaintiff and all persons employed by Defendant in California as nonexempt employees at any point from August 6, 2020, through May 5, 2025 (the “Class Period”). There is no claim form requirement, and no residual will revert to Defendant. It is an opt-out class. (*Id.* at ¶ 6.)

The *highest* estimated Individual Class Payment is approximately \$4,075.83, the *average* Individual Class Payment is currently estimated to be approximately \$2,192.35, and the *lowest* Individual Class Payment is currently estimated to be approximately \$15.68. (Manus Decl., ¶ 7, Ex. 3 - Declaration of Madely Nava for Apex Class Action, LLC [“Nava Decl.”], ¶ 17.)

Additional proposed disbursements are as follows:

- | | | |
|----|---------------------------------------|----------------------------------|
| 1) | Class Counsel Fees: | \$216,666.67 |
| 2) | Class Counsel Litigation Expenses: | \$14,069.29 |
| 3) | Administration Expenses Payment: | \$5,950.00 |
| 4) | Class Representative Service Payment: | \$5,000 to Plaintiff Paul Garves |

5) PAGA Penalties: \$40,000 (LWDA Portion: \$30,000)¹

After the above deductions from the Gross Settlement Amount of \$650,000.00, the Net Settlement Amount to be distributed to Participating Class Members is estimated to be \$368,314.04. (Manus Decl., ¶ 8.)

B. Preliminary Approval of Settlement and Notice Procedure

On February 9, 2026, the Court granted Preliminary Approval of this settlement, approved the Notice of Class Action and related forms, appointed Plaintiff Paul Garves as the Class Representative, appointed Class Counsel, approved Apex Class Action, LLC (“Apex”) as the Administrator, and set timelines for the settlement administration process, pursuant to the Settlement Agreement. (*Id.* at ¶ 9.)

On June 25, 2026, Apex received the Court-approved Notice of Class Action Settlement (the “Class Notice”), from the Parties. (Manus Decl., Ex. 3 – Nava Decl., ¶ 5.) The Class Notice advised Class Members of their right to opt out of the settlement, object to the settlement, dispute the quantity of Workweeks, or do nothing, and the implications of each such action. The Class Notice also advised Class Members of applicable deadlines and other events, including the date of the Final Approval Hearing, and how Class Members could obtain additional information. (Manus Decl., ¶ 10., Ex. 3 – Nava Decl., Ex. A.)

6. On June 9, 2026, Defendant’s Counsel provided Apex with Class Data for 238 individuals, including names, Social Security numbers, last known mailing addresses, and dates worked during the Class and PAGA Periods. After identifying discrepancies, Apex requested clarification from Defendant, who provided revised data on July 17, 2026. Apex reviewed and cleansed the revised data, resulting in a final Class List of 169 individuals. (Manus Decl., ¶ 9, Ex. 3 – Nava Decl., ¶ 6.)

The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service

¹ The highest Individual PAGA Payment is approximately \$130.72, the average Individual PAGA Payment is approximately \$109.89, and the lowest Individual PAGA Payment is approximately \$6.22 (Manus Decl., Ex. 3, ¶ 19.)

1 (“USPS”). The NCOA contains changes of addresses filed with the USPS. If any individual had
2 filed a USPS change of address request, the address listed with the NCOA was utilized in
3 connection with the mailing of the Notices. (Manus Decl., Ex. 3 – Nava Decl., ¶ 7.)

4 On July 24, 2026, Apex mailed the Class Notices via First Class U.S. Mail to 169 Class
5 Members. The Class Notice advised Class Members that they could submit an exclusion,
6 objection and/or dispute postmarked by September 8, 2026. (Manus Decl., ¶ 10, Ex. 3 - Nava
7 Decl., ¶¶ 8, 11.)

8 Apex performed nine (9) address traces on Class Notices returned as undeliverable. The
9 address trace utilizes the Class Member’s name, previous address and Social Security Number
10 for locating a current address. Of the nine (9) traces performed, nine (9) more current addresses
11 were obtained, and Class Notices were promptly re-mailed to those Class Members via First
12 Class mail. As of this date, zero (0) Class Notices remain undeliverable. (Manus Decl., ¶ 11, Ex.
13 3 – Nava Decl., ¶ 9.)

14 Re-mailed Class Notices were provided with an extended deadline of fifteen (15) days.
15 The latest extended deadline was September 23, 2026. (Manus Decl., ¶ 12, Ex. 3 – Nava Decl.,
16 ¶ 12-13.). As of this date, Apex has received one (1) Requests for Exclusion and zero (0)
17 objections. (*Id.* at ¶¶ 12-13, Ex. B.)

18 **IV. FINAL SETTLEMENT APPROVAL IS APPROPRIATE**

19 A class action cannot be dismissed or compromised without court approval and notice of
20 any proposed dismissal or compromise must be given to all class members as directed by the
21 court. (*La Sala v. Am. Sav. & Loan Assn.* (1971) 5 Cal.3d 864, 872; see Code Civ. Proc.
22 § 1781(f).) In deciding whether to grant final approval to a proposed class action settlement
23 under Code of Civil Procedure section 382, a court’s overriding concern is whether the proposed
24 settlement is “fair, adequate, and reasonable.” (*Dunk v. Ford Motor Company* (1996) 48
25 Cal.App.4th 1794, 1801.)

26 **A. The Settlement is Entitled to a Presumption of Fairness.**

27 A presumption of fairness exists where: (1) a settlement is reached through arm’s length
28 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 Company, supra*, 48 Cal.App.4th at p. 1802.)

To prevent fraud, collusion, or unfairness to the class, the settlement or dismissal of a class action requires court approval. (*Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-579.) The purpose of the requirement is the protection of those class members, including the named plaintiff, whose rights may not have been given due regard by the negotiating parties. (*Officers for Justice v. Civil Serv. Com'n of City and County of San Francisco* (1982) 688 F.2d 615, 624.) The trial court has broad powers to determine whether a proposed class action settlement is fair. (*Mallick v. Superior Court* (1979) 89 Cal.App.3d 434.)

At the Final Approval hearing, the Court should consider the relevant factors, such as the strength of the plaintiff's case, the risk, expenses, 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, and the reaction of the class members to the proposed settlement. (*Officers for Justice, supra*, 688 F.2d at p. 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 p. 1801.)

B. The Settlement Was Reached Through Arm's Length Negotiations

This settlement was reached through arms-length negotiations with an experienced, highly regarded neutral mediator, who is very familiar and experienced with this type of class action in its substance and procedure. The Parties ultimately agreed on the Settlement through the mediator. (Manus Decl., ¶¶ 3-5.)

C. Sufficient Discovery and Investigation Have Been Completed.

The stage of the proceedings and the amount of discovery completed when the settlement was reached are important factors in determining the fairness, reasonableness, and adequacy of a settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.)

Here, the Settlement was reached through arm's-length negotiation with an experienced mediator. Before mediation, the Parties engaged in informal discovery, and Defendant provided

1 pertinent class data and producing a representative sampling of timekeeping and corresponding
2 payroll records along with policy documents. Plaintiff hired Berger Consulting Group, an expert
3 data analysis group to prepare damage calculations and an exposure analysis for the mediation.
4 (Manus Decl., ¶ 3.)

5 Based on that experience, the information produced by Defendant, and the expert's
6 calculations, Class Counsel was able to negotiate a sizable recovery for the Class Members.

7 **D. Class Counsel is Experienced and Endorses the Settlement.**

8 Experienced counsel, operating at arm's length, have weighed all of the foregoing factors
9 and endorse the proposed settlement. The view of the attorneys actively conducting the litigation
10 is "entitled to significant weight." (*Fisher Bros. V. Cambridge-Lee Industries, Inc.* (E.D. Pa.
11 1985) 630 F.Supp.482, 488.) "The recommendations of plaintiffs' counsel should be given a
12 presumption of reasonableness." (*In re Omnivision Techs., Inc.* (N.D. Cal. 2008) 559 F. Supp. 2d
13 1036, 1043; see *Dunk, supra*, 48 Cal.App.4th at p. 1801.)

14 Class Counsel has extensive experience in class actions and employment litigation, and
15 specifically in wage and hour class actions. (Manus Decl., ¶¶ 26-37) Class Counsel is
16 experienced and qualified to evaluate the class claims and viability of the defenses. (*Id.*) The
17 recovery for each Class Member is substantial, given the risks inherent in litigation and the
18 defenses asserted.

19 Class Counsel remain convinced the Settlement is in the best interest of the Class based
20 on a detailed knowledge of the issues, risks of loss, and the negotiations. Nothing has changed
21 since the Court granted Preliminary Approval of the Settlement to negate the presumption of
22 fairness. The affirmative defenses asserted by Defendant, the uncertainty of achieving
23 certification, the prospect of a potential adverse summary judgment ruling, the difficulties of
24 complex litigation, the lengthy process of establishing specific damages, and the perils of
25 litigation affecting the value of the claims, as well as the risks of loss at trial and the various
26 possible delays and appeals were carefully considered by Class Counsel in arriving at the
27 proposed Settlement. (Manus Decl. ¶ 13.) Thus, this Settlement is fair, adequate, and reasonable
28 and in the best interests of the Class.

V. THE COURT SHOULD APPROVED THE REQUESTED ATTORNEYS' FEES

A. Plaintiff Is Entitled to Attorneys' Fees Under California Law.

California law, the court is empowered to award reasonable attorneys' fees and costs when a litigant proceeding in a representative capacity has achieved a "substantial benefit" for a class of persons. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 38 ("*Serrano III*").) There are two methods of calculating attorneys' fees in civil class actions: (1) the lodestar/multiplier method, and (2) the percentage of recovery method. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254; *see also Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 21043, 1047 [citing *In re Wash. Pub. Power Supply Sys. Litig.* (9th Cir.1994) 19 F.3d 1291, 1295–96].)

Class Counsels' fee request is justified under either method. Class Counsel obtained an excellent result for the Class after thorough investigation, litigation, mediation, and finally, negotiation of a settlement. Class Counsel has also expended a substantial amount of work in the case. The positive reaction of the Class further demonstrates that Class Counsel's fee request is reasonable in light of the results achieved.

B. Class Counsel Requests an Award of Fees Based on the Common Fund Doctrine.

Class Counsel seek a fee award for the successful prosecution and resolution of this action, calculated as a percentage of the total value of benefits to Class Members by the settlement, which is an appropriate method for determining an award of attorneys' fees. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent v. Hughes Air West, Inc., supra*, 557 F.2d at p. 769.)

The Common Fund Doctrine is predicated on the principle of preventing unjust enrichment. When a litigant's efforts create or preserve a fund from which others derive benefits, the Court may spread litigation costs proportionally among all the beneficiaries to compensate those who created the fund. "Where the lawsuit results in the recovery of a fund or property

1 benefitting others as well as the plaintiff (e.g., a class action), the court has inherent equitable
2 power to order Plaintiff's attorney's fees paid out of the common fund or property." (*Serrano*,
3 *supra*, 20 Cal.3d at p. 35.)

4 Such fee spreading assures that all those benefited by the litigation pay their fair share of
5 obtaining the recovery. (*Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 26.)
6 "Percentage fees have traditionally been allowed in such common fund cases." (*Id.* at p. 27.) The
7 California Supreme Court has long approved of awarding fees as a percentage of the settlement.
8 (*Serrano, supra*, 20 Cal.3d at p. 35.) California courts have been expressly authorized to award
9 attorneys' fees so as "**to ensure that the fee awarded is within the range of fees freely**
10 **negotiated in the legal marketplace in comparable litigation.**" (*Lealao, supra*, 82 Cal.App.4th
11 at p. 50, emphasis added.) As *Lealao* explained, in a representative action, courts must consider
12 the amount of attorney fees typically negotiated in comparable litigation: "Given the unique
13 reliance of our legal system on private litigants to enforce substantive provisions of law through
14 class and derivative actions, attorneys providing the essential enforcement services must be
15 provided incentives roughly comparable to those negotiated in the private bargaining that takes
16 place in the legal marketplace, as it will otherwise be economic for defendants to increase
17 injurious behavior. It has therefore been urged (most persistently by Judge Richard Posner) that
18 in defining a 'reasonable fee' in such representative actions the law should 'mimic the market.'" (*Id.* at p. 47.)

20 In this case, the fees are being paid from the common fund; accordingly, the fee should
21 be awarded to mimic fees freely negotiated in the legal marketplace for comparable common
22 fund cases under *Lealao*. As *Lealao* acknowledged, in cases like this, the percentage-of-the-
23 benefit approach should be considered, because "it better approximates the workings of the
24 marketplace than the lodestar approach." (*Lealao, supra*, 82 Cal.App.4th at p. 49; see also *Apple*
25 *Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th 1253, 1270 [observing that "attorney
26 fees awarded under the common fund doctrine are based on a 'percentage-of-the-benefit'
27 analysis"].)

28 In *Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 503, the California

1 Supreme Court affirmed that trial courts may grant attorneys' fees in a common fund case based
2 on a percentage of the recovery. *Lafitte* held that, "when class action litigation establishes a
3 monetary fund for the benefit of the class members, and the trial court in its equitable powers
4 awards class counsel a fee out of that fund, the court may determine the amount of a reasonable
5 fee by choosing an appropriate percentage of the fund created. The recognized advantages of the
6 percentage method—including relative ease of calculation, alignment of incentives between
7 counsel and the class, a better approximation of market conditions in a contingency case, and the
8 encouragement it provides counsel to seek an early settlement and avoid unnecessarily
9 prolonging the litigation...—convince us the percentage method is a valuable tool that should
10 not be denied our trial courts." (*Ibid.*)

11 Thus, California courts have affirmed the continued validity of percentage fee awards in
12 class action cases. Under these principles, a percentage of the common fund fee award is
13 properly based on the total settlement. Class Counsel's application for an award of attorneys' fees
14 in an amount of one-third of the settlement amount created on behalf of the Class is reasonable
15 and fair.

16 Numerous other courts have recognized the advantages of awarding fees as a percentage
17 of the common fund over the alternative lodestar approach, which usually involves wading
18 through voluminous and often indecipherable time records. (*See, e.g., In re Activision Securities*
19 *Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1375; *see also Lealao, supra*, 82 Cal. App 4th at
20 p. 28 [discussing findings of task force commissioned by the Third Circuit, which concluded that
21 the percentage method is superior].) The Ninth Circuit routinely uses the percentage of the
22 common fund approach to determine the award of attorney's fees. (*See, e.g., In re Pacific*
23 *Enterprises Securities City and County of San Francisco Litigation* (9th Cir. 1994) 47 F.3d 373,
24 378-79 [approving attorney's fee of 33 1/3%.])

25 Class Counsel seeks a fee award calculated as a percentage of the Gross Settlement
26 Amount for the successful prosecution and resolution of this action. For Class Counsel, the fees
27 here were wholly contingent in nature, and the case presented far more risk than the usual
28 contingent fee case. There was the prospect of the enormous cost inherent in class action

litigation, as well as a long battle with a corporate defendant. Class Counsel risked their time, money, and resources to ensure the successful litigation of this action on behalf of the Class Members. Accordingly, the requested percentage of the common fund is appropriate, and Class Counsel respectfully requests that the Court enter an Order to that effect. (Manus Decl. ¶ 21.)

Moreover, the Class Notice mailed to Class Members stated the amount of fees being requested by Class Counsel. Not a single Class Member objected to an award of fees in the amount requested to date. (Manus Decl., ¶ 19.)

C. Optional Lodestar Cross-Check Confirms Reasonableness of Fees.

Although *Laffitte* makes it clear that a lodestar cross-check is not necessary, Class Counsel's lodestar calculation nevertheless also supports the requested attorneys' fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award owing to the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

Once the Court establishes the lodestar amount, it may enhance the fee award by a multiplier in order to make an appropriate fee award. (*Serrano, supra*, 20 Cal. 3d at p. 48.) The pertinent factors include the difficulty of the questions involved and the skill in presenting them, the contingent nature of the fee award, the extent to which the litigation precluded other employment, and the percentage-of-the-fund the attorney would have received on the fair market. (*Ibid.*; *Lealao, supra*, 82 Cal.App.4th at p. 49.) However, this list is not exhaustive, and the Court can consider other factors it deems important in setting the multiplier. (*Id.* at p. 40.)

In this case, by the time of the Final Approval hearing, Class Counsel will have worked a

total of 115.4 hours², with a lodestar of \$107,870.80. Class Counsel’s litigation support team worked 23 hours, with an additional \$7,372.00 in fees. The combined total lodestar is \$115,242.80. (Manus Decl., ¶ 23, **Ex. 1**, itemized time records to date for D.Law.) Class Counsel requests a fee of \$216,666.67, which yields modest multiplier of 1.8. Thus, the request of \$216,666.67 is reasonable and should be granted final approval. (*Id.*)

Class Multipliers are routine in class actions such as this one. In *Ketchum*, the California Supreme Court re-affirmed the importance of multipliers in cases where the party seeking fees is not paid on a fee-for-service basis: “The purpose of a fee enhancement, or so-called multiplier, for contingent risk is to bring the financial incentives for attorneys enforcing important constitutional rights . . . into line with incentives they have to undertake claims for which they are paid on a fee-for-services basis.” *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132.

“Multipliers can range from 2 to 4, or even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 255 (2001). “The customary range for multipliers is between 1.0 and 4.0.” *Kim v. Space Pencil, Inc.*, 2012 WL 5948951, at * 7 (N.D. Cal. Nov. 28, 2012) (citing *Vizcaino*, *supra*, 290 F.3d at 1051 n. 6). In *Vizcaino*, 290 F.3d 1043, the court approved a multiplier of 3.65, and in an appendix to the opinion, determined that a range of multipliers in common fund cases is generally between 0.6 and 19.6, with most cases having multipliers between 1.0 and 4.0, and a bare majority between 1.5 and 3.0. *Id.* at 1052.

Here, the 1.8 multiplier is well within the range of the multipliers frequently approved by California courts, which further confirms the reasonableness of the requested fee award.

D. Class Counsel’s Hourly Rates Are Reasonable.

D. Law requests an hourly rate of \$1,350 for Senior Counsel Enoch J. Kim, \$1,227 for attorney Marta Manus, \$1,177 David Keledjian, \$750 David Arakelyan, \$559 Svetlana Hovhannisyan, \$559 Norayr Zakaryan, \$610 former attorney Kevin Burns, and \$750 former attorney Hrag Alexanian. The blended rate is approximately \$872.75. (Manus Decl., ¶¶ 29-38, **Ex. 1 – Time Records.**)

² Excluding hours that will be spent attending the final approval hearing and finalizing settlement administration in preparation for the settlement compliance hearing, which Class Counsel estimates will be an additional 4 hours.

1 Class Counsel charges rates commensurate with the prevailing market rates in the Los
2 Angeles areas for attorneys of comparable experience and skill handling complex litigation.
3 (Manus Decl., ¶ 29-38). Class Counsel's hourly rates are also commensurate with the prevailing
4 market rates in these counties when applying locality adjustments to the Laffey Matrix. The
5 Laffey Matrix rates have been held to be reasonable market rates when locally adjusted for
6 inflation. *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691. For this reason, the
7 Court should approve the rates of Class Counsel as reasonable in conjunction with awarding the
8 requested fees and any lodestar calculations it makes when evaluating the request.

9 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
10 experience in the relevant community. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,
11 1095.) The moving party meets its burden in this regard by submitting "declarations evidencing
12 the reasonable hourly rate for their services and establishing the number of hours spent working
13 on the case" as "California case law permits fee awards in the absence of detailed time sheets."
14 (*Wershba*, 91 Cal.App.4th at 254-55; *Dunk v. Ford Motor* (1996) 48 Cal.App.4th 1794, 1810;
15 *Nightengale v. Hyundai Motors America* (1994) 31 Cal.App.4th 99, 103.) The hours spent and
16 the reasonable hourly compensation are computed to arrive at a "lodestar" figure which may then
17 be augmented or diminished by the court taking into account various "multiplier" factors. (*See*
18 *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 622 (citing *Serrano*, 20
19 Cal.3d at 48-49).)

20 Class Counsel's rates are consistent with surveys relied on by other courts. (*Martinez v.*
21 *Helzberg's Diamond Shops* (C.D. Cal., Sept. 24, 2021, No. EDCV201085PSGSHKX) 2021 WL
22 9181893, at *10 ([The Real Rate Report provides that, in Los Angeles, partners litigating
23 employment and labor matters have hourly rates ranging from \$470 to \$753, and associates have
24 hourly rates ranging from \$335 to \$570"]; *Gutierrez v. Chopard USA Ltd.* (2022) 82 Cal.App.5th
25 383, 387 [Unruh Act case affirming award based on Laffey Matrix, available at
26 <http://www.laffeymatrix.com/see.html>].) (Manus Decl., ¶ 24.)

27 In sum, Class Counsel are attorneys who command a high rate based on their skill and
28 experience. They have had success in class actions, are held in high regard by the legal

community, and practice in a niche area. This case required attorneys with great skills and financial backing. To obtain such an attorney on the free market, a client must pay appropriate compensation. Therefore, Class Counsel's requested rate is fair and reasonable.

E. Class Counsel's Hours Are Reasonable.

"Testimony of an attorney as to the number of hours worked on a particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records." (*Martino v. Denevi* (1986) 182 Cal. App. 3d 553, 559.)

Reasonable hours include, in addition to time spent during litigation, the time spent before the action is filed, including time spent interviewing the clients, investigating the facts and the law, and preparing the initial pleadings. (*New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54, 62.) Further, the fee award should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Unruh* (1982) 32 Cal.3d 621, 639.)

Here, Class Counsels' hours are fair and reasonable. By the time of the Final Approval hearing, D.Law will have worked a total of 115.4 hours, with a lodestar of \$107,870.80, excluding litigation support. (Manus Decl., ¶ 23, **Ex. 1**, Time Records.) Class Counsel requests that the Court find that these hours were reasonably expended in this litigation.

VI. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS.

The request for reimbursement of costs is fair and reasonable. Class Counsel's reimbursement of litigations costs to date are \$14,069.29. Class Counsel requests reimbursement of litigation costs of a total of \$14,069.29, which is less than the "not to exceed" amount per the Settlement Agreement.³ (Manus Decl., ¶ 18, **Ex. 2**, Itemized Costs.). The parties' Settlement Agreement provides for reimbursement of actual and reasonable litigation costs and expenses incurred in prosecuting the Action. (*Id.*) Class Counsel's request for reimbursement of reasonably incurred, out-of-pocket litigation costs is less than the agreed upon cap on costs and should therefore be granted.

³ This includes Class Counsels' costs to date includes anticipated filing costs of \$335.76 for the Motion for Final Approval, the Administrator's declaration regarding final distribution, and notice of entry of final order and judgment. Manus Decl., ¶ 18.

1 The parties' Settlement Agreement provides for the Administration Expenses Payment up
2 to \$8,000. The Administrator's request for fees in the amount of \$5,950 should therefore be
3 granted. (Manus Decl. ¶ 18, Ex. 3, Nava Decl., at ¶ 20.)

4 These costs are all litigation related. The authority for the Court to award this is the
5 parties' Settlement Agreement and the applicable Labor Code provisions.

6 **VII. THE CLASS REPRESENTATIVE'S SERVICE PAYMENT IS REASONABLE**
7 **AND SHOULD BE APPROVED.**

8 A class representative is generally entitled to a fee for service to the Class. (*Clark v.*
9 *American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804.) "Since without a named
10 plaintiff there can be no class action, such compensation as may be necessary to induce him to
11 participate in the suit could be thought the equivalent of the lawyers' nonlegal but essential
12 case-specific expenses, such as long-distance phone calls, which are reimbursable." (*Ibid.*; *see,*
13 *e.g., Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393 [approving \$10,000
14 enhancement for each of four named plaintiffs]; *Godfrey v. Oakland Port Services Corp.* (2014)
15 230 Cal.App.4th 1267, 1272 [affirming \$10,000 enhancement for each of two named plaintiffs];
16 *Glass v. UBS Financial Services, Inc.* (N.D. Cal., Jan. 26, 2007, No. C-06-4068 MMC) 2007 WL
17 221862, at *17 [awarding \$25,000 enhancement to each of four named plaintiffs].)

18 "Since without a named plaintiff there can be no class action, such compensation as may
19 be necessary to induce him to participate in the suit." (*Clark v. Am. Residential Services LLC*
20 (2009) 175 Cal.App.4th 785, 804.) "[T]he rationale for making enhancement or incentive awards
21 to named plaintiffs is that they should be compensated for the expense or risk they have incurred
22 in conferring a benefit on other members of the class." (*Id.* at 806.) "An incentive award is
23 appropriate 'if it is necessary to induce an individual to participate in the suit.'" (*Cellphone*
24 *Term. Fee Cases* (2010) 186 Cal. App. 4th 1380, 1394, quoting *Clark, supra*, 175 Cal. App. 4th
25 at 804.)

26 "[C]riteria courts may consider in determining whether to make an incentive award
27 include: 1) the risk to the class representative in commencing suit, both financial and otherwise;
28 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount

1 of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the
2 personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.
3 [Citation.]" (*Van Vranken v. Atlantic Richfield Co.* (N.D.Cal.1995) 901 F.Supp. 294, 299; see
4 *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958 [class representative
5 enhancements "are intended to compensate class representatives for work done on behalf of the
6 class, to make up for financial or reputational risk undertaken in bringing the action, and,
7 sometimes, to recognize their willingness to act as a private attorney general"].)

8 The request for the Class Representative's Service Payment of \$5,000 for Class
9 Representative Paul Garves is fair and reasonable given the exceptional result achieved on behalf
10 of the Class. (Manus Decl., ¶ 16.) The Service Payment is based on his contribution to the Class,
11 risks incurred, stress, benefit of the Settlement to the Class Members, and all other factors
12 presented to the Court and set forth in his declaration in support of Plaintiff's Motion for
13 Preliminary Approval. (See Declaration of Class Representative Paul Garves filed in support of
14 the Motion for Preliminary Approval, attached as **Exhibit 4** to the Manus Decl.)

15 This Settlement had a great result: 100% of the money will be paid out because there is
16 no reversion to Defendant, and nearly all of Class Members who received the Class Notice to
17 date are participating in the settlement. There are only one (1) request for exclusion from class
18 portion of the Settlement to date. (Manus Decl. ¶ 14, Ex. 3 – Nava Decl., ¶¶ 12 - 15.)

19 Class Representative Paul Garves worked hard at every step of this litigation, remaining
20 in contact with Class Counsels' office throughout the litigation and the settlement process. The
21 Class Representative provided all documents in his possession and answered questions. He
22 identified relevant witnesses and spoke with other employees regarding their experiences
23 working for Defendant. He also reviewed numerous pages of documents, participated in the
24 mediation, and reviewed settlement documents. The Class Representative has helped with all
25 aspects of this litigation and has been diligent and acted above and beyond what is expected of a
26 class representative throughout all stages of the litigation, up to and including Preliminary and
27 Final Approval. (Manus Decl., **Ex. 4** – Garves Decl. ¶ 10.)

28 There are few individuals who are willing to act as a class representative and provide the

1 work, diligence, and willingness to assume a substantial risk should the defendant prevail in the
2 case. Here, Plaintiff's willingness to assume the financial risk is significant. California law states
3 that the losing party must pay the prevailing party's cost. As such, if Plaintiff had not prevailed in
4 this case, Plaintiff would have been subjected to a cost award in the amount of tens of thousands
5 of dollars. Accordingly, based on the Plaintiff's contribution and service to the Class, the Class
6 Representative's Service Payment of \$5,000 to Plaintiff is reasonable and should be approved.

7 **VIII. THE COURT SHOULD GRANT FINAL APPROVAL OF THE PAGA PORTION**
8 **OF THE SETTLEMENT**

9 Settlements to resolve PAGA claims also require court approval. (Labor Code §
10 2699(1)(2).) In compliance with Labor Code §2699(1)(2), Plaintiff has provided the proof of
11 service of the Settlement Agreement and this Motion to the LWDA. (Manus Decl., ¶ 17, Ex.
12 5.) PAGA civil penalties recovered on the State's behalf are intended to "remediate present
13 violations and deter future ones, not to redress employees' injuries." (*Amaro v. Anaheim Arena*
14 *Management, LLC* (2021) 69 Cal.App.5th 521, 542.) The standard for evaluating a PAGA
15 settlement is not whether the employees are fully compensated for their injuries, but "whether it
16 is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law
17 violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v.*
18 *Adecco USA, Inc.*, (2021) 72 Cal.App.5th 56, 77, *disapproved of on other grounds by Turrieta v.*
19 *Lyft, Inc.*, 16 Cal. 5th 664 (2024)).

20 The Settlement provides for PAGA penalties of \$40,000.00 including \$30,000 (75%) in
21 PAGA civil penalties to the LWDA and \$10,000 (25%) to the Aggrieved Employees. This
22 PAGA Penalties payment under the Settlement remedies labor law violations that otherwise
23 may have gone unremedied due to Defendant's substantial defenses to liability and the merits of
24 the claims.

1 **X. CONCLUSION**

2 For all the foregoing reasons, Plaintiff respectfully requests that the Court grant final
3 approval of the Class Action and PAGA Settlement.

4
5 Dated: September 23, 2026

D.LAW, INC.

6
7 By: 

8 Enoch J. Kim, Esq.

9 Marta Manus, Esq.

10 Attorneys for Plaintiff Paul Garves
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