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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

ANGEL SOLIZ, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

vs.

DUST BOWL BREWING CO., LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CV-23-004243

Honorable Sonny S. Sandhu

Department 24

CLASS ACTION

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

[Declaration of Proposed Class Counsel
(Elizabeth Parker-Fawley and Aaron C.
Gundzik); Declaration of Proposed Class
Representative (Angel Soliz); Declaration
of Settlement Administrator (ILYM
Group, Inc.) and [Proposed] Order and
Judgment filed concurrently herewith]

Hearing Date: February 3, 2026
Hearing Time: 8:30 a.m.
Department: 24

Complaint Filed: July 28, 2023

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on February 3, 2026, at 8:30 a.m., or as soon
3 thereafter as the matter may be heard before the Honorable Sonny Sandhu in Department 24
4 of the above-entitled Court, located at 801 10th Street, Modesto, California 95354, Plaintiff
5 Angel Soliz (“Plaintiff”) will, and by this Notice of Motion and Motion, hereby does, move
6 for an Order as follows:

7 1. Granting final approval of a class action settlement in the gross amount of
8 \$1,000,000;

9 2. Approving a service and release payment in the amount of \$5,000 to
10 Representative Plaintiff Angel Soliz;

11 3. Approving a payment to the California Labor Workforce and Development
12 Agency (“LWDA”) in the amount of \$75,000;

13 5. Approving of the payment of settlement administration costs of \$10,000 to
14 the third-party settlement administrator, ILYM Group, Inc. (“ILYM” or “Settlement
15 Administrator”);

16 6. Approving the payment of attorneys’ fees of \$350,000, which is 35% of the
17 gross settlement amount, and costs and expenses of \$15,051.53 to Class Counsel; and

18 7. Entering final judgment implementing the release of participating Class
19 Members’ claims.

20 Plaintiff’s motion is made pursuant to California Rule of Court 3.769 and is based on
21 this Notice of Motion and Motion, the following Memorandum of Points and Authorities,
22 the [Proposed] Final Approval order and [Proposed] Judgment, the Declaration of Class
23 Counsel Aaron C. Gundzik, the Declaration of Class Counsel Elizabeth Parker-Fawley, the
24 Declaration of Representative Plaintiff Angel Soliz, the Declaration of Nicole Bench, on
25 behalf of the Settlement Administrator, ILYM, the pleadings and other papers filed in this
26 action, and such further argument or evidence as may be considered at the hearing on the
27 motion.

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As this Motion will be unopposed, Plaintiff respectfully requests relief from the page
limit requirement set by California Rules of Court, Rule 3.1113(d).

DATED: January 7, 2026

GUNDZIK GUNDZIK HEEGER LLP

By: 
Rebecca G. Gundzik
Attorneys for Plaintiff Angel Soliz,
individually and on behalf of all others
similarly situated

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Angel Soliz seeks final approval of: (1) the Gross Settlement Amount of
4 \$1,000,000; (2) attorneys' fees in the amount of \$350,000, which is 35% of the Gross
5 Settlement Amount ("Class Counsel Fees Payment"), and reimbursement of litigation costs
6 and expenses in the amount of \$15,051.53 ("Litigation Expenses Payment") to Lawyers *for*
7 Justice, PC and Gundzik Gundzik Heeger LLP ("Class Counsel"); (3) Settlement
8 Administration Expenses in the amount of \$10,000 to ILYM Group, Inc. ("ILYM" or
9 "Settlement Administrator"); and (4) a Service and Release Payment in the amount of
10 \$5,000 to Plaintiff Angel Soliz ("Service Payment"), and an allocation of \$100,000 to
11 Plaintiff's PAGA claim, seventy-five percent (75%) of which (\$75,000) will be distributed
12 to the California Labor and Workforce Development Agency ("LWDA") and twenty-five
13 percent (25%) of which (\$25,000) will be distributed to those Class Members who worked
14 for Defendant at any time during the PAGA Period (July 28, 2022 to June 1, 2024).
15 Stipulation of Class Action Settlement ("Agreement," or "Settlement Agreement"),
16 Declaration of Elizabeth Parker-Fawley ("Parker-Fawley Decl."), ¶ 2, Ex. A, ¶ I.

17 Plaintiff seek relief on behalf of the following Class:

18 [A]ll current and former hourly-paid or non-exempt employees of Defendant in
19 California employed during the Class Period (July 28, 2019, through June 1, 2024).
20 Parker-Fawley Decl., ¶ 2, Ex. A, ¶¶ II(C), II(I).

21 This matter involved ongoing investigations, informal discovery, review and analysis
22 of a large volume of documents and data prior to and during mediation conducted by Hon.
23 Raul Ramirez. This matter has required Class Counsel to expend 315.3 hours of attorney
24 time and will require an additional 20 hours of attorney time. As will be demonstrated
25 herein, the request for attorneys' fees, which represents 35% of the Gross Settlement
26 Amount, is fully supported by the use of the percentage-fee method. Courts have historically
27
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1 awarded fees of up to fifty percent (50%) of the recovery. The requested attorneys' fees are
2 also supported under the lodestar cross-check method.¹

3 Plaintiff moves for final approval of a Service Payment to him in the amount of
4 \$5,000 to compensate Plaintiff for the time and effort that he expended spearheading the
5 lawsuits on behalf of the Class. Plaintiff also moves for final approval of the payment to the
6 Settlement Administrator in the amount of \$10,000 for settlement administration expenses
7 and for a payment in the amount of \$75,000 to the LWDA. Parker-Fawley Decl., ¶ 2, Ex. A,
8 ¶¶ I(A), I(D), I(E).

9 The requests for Class Counsel Fees Payment, Litigation Expenses Payment, Service
10 Payment, and Settlement Administration Expenses were fully disclosed in the Notice of
11 Class Action Settlement ("Class Notice") that was mailed to the Class Members. Most
12 importantly, as of the date of this Motion, *not a single Class Member has objected to any*
13 *aspect of the Settlement, including the requested Class Counsel Fees Payment, Litigation*
14 *Expenses Payment, Service Payment, or Settlement Administration Expenses.*

15 The Settlement is fair, adequate, and reasonable, and is the product of arm's-length,
16 good faith negotiations by experienced counsel presided over by a highly regarded mediator
17 who is experienced in mediating wage-and-hour class action lawsuits. Accordingly, the
18 Court should grant final approval of the Settlement, and award the Class Counsel Fees
19 Payment, Litigation Expenses Payment, Service Payment, LWDA and PAGA Payments,
20 and Settlement Administration Expenses in the amounts as fully disclosed to the Class and
21 as requested herein.

22 In order to efficiently present the Court with adequate information to determine
23 whether to grant final approval of the Settlement and award Class Counsel Fees Payment,
24 Litigation Expenses Payment, Service Payment, LWDA and PAGA Payments, and
25 Settlement Administration Expenses, Plaintiff also moves for an order permitting the filing
26 of this single consolidated memorandum, although it exceeds the page limit established by
27 California Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

28 ¹ Applying a modest multiplier of about 1.27, the total enhanced lodestar fees are \$350,000.

1 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

2 This is a wage and hour putative class action was brought by Plaintiff Angel Soliz
3 against Defendant Dust Bowl Brewing Co., LLC. (“Defendant”) on behalf of 640 current
4 and former hourly-paid or non-exempt employees who were employed by Defendant in
5 California during the Class Period (July 28, 2019, through June 1, 2024). If approved by the
6 Court, the settlement will provide for payments of \$813.69 on average to each class
7 member.²

8 Defendant has denied and continues to deny any liability and wrongdoing of any
9 kind associated with any of the allegations in the Complaint and further denies that the
10 allegations in the Complaint are appropriate for class treatment or representative
11 adjudication for any purpose other than for settlement purposes only. The Parties have
12 actively litigated this matter since it commenced in July of 2023. In March of 2024, the
13 Parties participated in a formal, full-day mediation conducted by Hon. Raul Ramirez, a well-
14 regarded mediator experienced in mediating complex labor and employment matters. With
15 the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described
16 herein to resolve the lawsuit in its entirety.

17 On June 11, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action
18 Settlement and supporting documents (“Motion for Preliminary Approval”). On July 8,
19 2025, the Court issued a tentative ruling in which it requested additional information
20 regarding the Settlement. On July 22, 2025, Plaintiff filed the Supplemental Declaration of
21 Elizabeth Parker-Fawley in Support of Plaintiff’s Motion for Preliminary Approval of Class
22 Action Settlement, in which Plaintiff provided the information requested in the Court’s July
23 8, 2025 tentative ruling. On July 30, 2025, the Court granted preliminary approval of the
24 Settlement Agreement, thereby preliminarily approving the terms of the Settlement, the
25 Class Notice, and the proposed administration procedures and associated deadlines.

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27 _____
28 ² This amount and the amount of settlement payments and PAGA payments referred to
throughout the Motion are inclusive of employer-side taxes.

1 Plaintiff now moves for final approval of the Settlement, Class Counsel Fees
2 Payment, Litigation Expenses Payment, Service Payment, LWDA Payment, PAGA
3 Payments, and Settlement Administration Expenses.

4 **III. SUMMARY OF SETTLEMENT TERMS AND PLAN OF DISTRIBUTION**

5 Under the terms of the Settlement Agreement, Defendant has agreed to pay a Gross
6 Settlement Amount of \$1,000,000, plus the employer's withholding share of payroll taxes.
7 Subject to approval by the Court, the Net Settlement Amount will be calculated by
8 deducting the following amounts from the Gross Settlement Amount: (1) Class Counsel
9 Fees Payment and Litigation Expenses Payment, consisting of attorneys' fees in the amount
10 of \$350,000 and reimbursement of litigation costs and expenses in the amount of
11 \$15,051.53, to Class Counsel; (2) a Service and Release Payment in the amount of \$5,000 to
12 Plaintiff Angel Soliz; and (3) the PAGA payment of \$100,000, seventy-five percent (75%)
13 of which (\$75,000) will be paid to the LWDA and the remaining twenty-five percent (25%)
14 of which (\$25,000) will be paid to the PAGA Aggrieved Employees, Settlement
15 Administration costs in the amount of \$10,000 and Employer Taxes in the amount of
16 \$14,995.95. Parker-Fawley Decl., ¶ 2, Ex. A, ¶ I. The Net Settlement Amount, which is
17 estimated to be \$504,952.95 will be distributed in accordance with the Settlement
18 Agreement. Parker-Fawley Decl., ¶ 2, Ex. A, ¶ IV(K)(1).

19 The Settlement Administrator will determine each Participating Class Member's *pro*
20 *rata* share of the Net Settlement Amount ("Individual Settlement Payment"), according to
21 the following formula:

22 (Individual Settlement Class Member's Qualifying Workweeks ÷ All
23 Settlement Class Members' Qualifying Workweeks) x (Net Settlement
24 Amount)

25 Parker-Fawley Decl., ¶ 2, Ex. A, ¶ IV(K)(1).

26 Class Members had sixty (60) calendar days after the Class Notice was mailed to
27 Class Members ("Response Deadline") to submit a Request for Exclusion, objection, and/or
28 disputes regarding Workweeks. Parker-Fawley Decl., ¶ 2, Ex. A, ¶ II (JJ). The Response

1 Deadline was January 2, 2026. Declaration of Nicole Bench (“Bench Decl.”), ¶¶ 11-13. As
2 of the date of this Motion, the Settlement Administrator has not received any written
3 objections to the Class Settlement. Bench Decl., ¶ 12.

4 Defendant will pay the Gross Settlement Amount within sixty (60) calendar days of
5 the Effective Date (the date of entry of the “Final Approval Order” if no objection is filed).
6 Parker-Fawley Decl., ¶ 2, Ex. A, ¶¶ II(N), IV(N).

7 Each Participating Class Member’s Individual Settlement Payment will be allocated
8 as follows: twenty percent (20%) as wages, which will be reported on an IRS Form W-2;
9 and eighty percent (80%) as penalties and interest, which will be reported on an IRS form
10 1099. Parker-Fawley Decl., ¶ 2, Ex. A, ¶ IV(K)(6). Employer’s withholding taxes will be
11 paid from the Gross Settlement Amount. Parker-Fawley Decl., ¶ 2, Ex. A, ¶ II(O).

12 Each Individual Settlement Payment check will be valid and negotiable for 180
13 calendar days from the date the checks are issued. Parker-Fawley Decl., ¶ 2, Ex. A, ¶ IV(P).
14 If a Class Member’s check is not cashed within 180 calendar days, the check will be void
15 and a stop payment order will be placed on the check. The funds represented by all uncashed
16 settlement checks will be transmitted by the Settlement Administrator to the *cy pres*
17 recipient, which is Jessica’s House, which provides grief support services for children. *Id.*

18 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

19 The Court-appointed Settlement Administrator, ILYM, has taken all necessary steps
20 to effectuate the notice and settlement administration process, as set forth in the Court’s
21 Preliminary Approval Order.

22 On August 4, 2025, ILYM received a data file from Defendant’s Counsel that
23 contained each Class Member’s full name, last known mailing address, Social Security
24 Number, email address and telephone number, and number of Qualifying Workweeks for
25 each Class Member (collectively, “Class Data”). The final mailing list contained 640
26 individuals identified as Class Members. Bench Decl., ¶ 4. On August 21, 2025, ILYM
27 conducted a National Change of Address (“NCOA”) search in an attempt to update the Class
28 Data addresses as accurately as possible. Bench Decl., ¶ 5. To the extent that an updated

1 address was found in the NCOA database, the updated address was used for the mailing of
2 the Class Notice. *Id.* To the extent that no updated address was found in the NCOA
3 database, the original address provided by Defendant’s Counsel was used for the mailing of
4 the Class Notice. *Id.*

5 On September 2, 2025, ILYM mailed the Class Notice via U.S. First Class Mail to
6 the 640 individuals identified as Class Members. Bench Decl., ¶ 7, and Ex. A thereto.
7 Ninety (90) Class Notices were returned to ILYM, all of which were skip-traced, and 71 of
8 those were remailed. Twenty (20) Class Notices were determined to be undeliverable. Bench
9 Decl., ¶ 9.

10 As of the date of this Motion, the Settlement Administrator has received no
11 objections to the Class Settlement, one Requests for Exclusion and no Workweek disputes.
12 Bench Decl., ¶¶ 11-13.

13 To date, only one of the 640 Class Members submitted a valid and timely Request
14 for Exclusion from the Class Settlement and therefore 639 of them shall be deemed
15 Participating Class Members, representing a 99% participation rate. Bench Decl., ¶ 14.
16 Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately
17 \$504,952.95 will be distributed to Participating Class Members in accordance with the terms
18 of the Settlement. Bench Decl., ¶ 15. The highest Individual Settlement Payment to a
19 Participating Class Member is currently estimated to be \$4,144.54, the lowest Individual
20 Settlement Payment to be paid is approximately \$31.88, and the average Individual
21 Settlement Payment to a Participating Class Member is currently estimated to be \$813.69.
22 Bench Decl., ¶ 16.

23 **V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE**
24 **PRELIMINARILY APPROVED CLASS ACTION SETTLEMENT.**

25 The trial court has broad discretion to determine whether a class action settlement is
26 fair and reasonable. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52. To determine
27 whether the settlement is fair and reasonable, courts consider relevant factors such as:
28

1 the strength of Defendant's case, the risk, expense, complexity and likely
2 duration of further litigation, the risk of maintaining class action status through
3 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.

4 *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. "The list of factors is not
5 exclusive and the court is free to engage in a balancing and weighing of the factors
6 depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91
7 Cal.App.4th 224, 245. "Due regard should be given to what is otherwise a private
8 consensual agreement between the parties." *Dunk, supra*, 48 Cal.App.4th at 1801.

9 The proponent of the settlement has the burden to show that it is fair and reasonable.
10 *Wershba, supra*, 91 Cal.App.4th at 245. At the final approval stage, a presumption of
11 fairness exists where, as here: "(1) the settlement is reached through arm's-length
12 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
13 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
14 objectors is small." *Dunk, supra*, 48 Cal.App.4th at 1802. In reviewing a class settlement,
15 the court need not reach any ultimate conclusions on the issues of fact and law that underlie
16 the merits of the dispute. *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000)
17 85 Cal.App.4th 1135, 1146. The inquiry is not whether the settlement agreement is the best
18 one that class members could have possibly obtained, but whether the settlement, taken as a
19 whole, is "fair, adequate, and reasonable." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th
20 43, 55. A settlement need not obtain 100 percent of the damages sought in order to be fair,
21 reasonable, and ultimately, meaningful. *Wershba, supra*, 91 Cal.App.4th at 251. Even if the
22 proposed settlement affords relief that is substantially narrower than it would be if the case
23 were to be successfully litigated, that is no bar to a class settlement because the public
24 interest may indeed be served by a voluntary settlement in which each side gives ground in
25 the interest of avoiding prolonged litigation. *Id.*

26 //

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1 **A. The Settlement Resulted from Arm’s-Length Negotiations Based Upon**
2 **Extensive Investigation and Informal Discovery.**

3 The Parties actively litigated the case since the lawsuit commenced on July 28, 2023.
4 Class Counsel conducted significant investigation and informal discovery into the facts of
5 the cases, to assess the veracity, strength, and scope of the claims, and was preparing the
6 matter for class certification and trial prior to reaching the Settlement. Parker-Fawley Decl.,
7 ¶¶ 5-9, 14, and Ex. C thereto.

8 The Parties conducted significant informal discovery and investigation into the facts
9 of the case including and not limited to, the exchange, review, and analysis of a large
10 volume of documents and data obtained from Defendant, Plaintiff, and other sources.
11 Parker-Fawley Decl., ¶¶ 5-9, 14, and Ex. C thereto. *Id.* Class Counsel reviewed and
12 analyzed a sampling of Class Members’ time and payroll data, Plaintiff’s personnel records,
13 Defendant’s employee handbooks, personnel forms, and earning statements, among other
14 information and documents. *Id.* Class Counsel interviewed Plaintiff and other Class
15 Members to gather facts and to identify potential witnesses. *Id.* Counsel for the Parties also
16 met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings,
17 and the production of documents and data prior to the mediation. *Id.* Class Counsel also
18 drafted pleadings and the mediation brief and prepared for and attended court proceedings,
19 mediation, and settlement negotiations, among other tasks. *Id.* Counsel for the parties have
20 also extensively researched and investigated the applicable law, which is constantly
21 evolving as it relates to certification, off-the-clock theory, regular rate, meal and rest
22 periods, state wage-and-hour law and enforcement, Plaintiff’s claims and damages, and
23 Defendant’s defenses thereto, as well as facts discovered. Parker-Fawley Decl., ¶ 24.

24 After conducting informal discovery and investigation into the facts of the cases, the
25 Parties participated in a formal, full-day mediation conducted in March of 2024 by Hon.
26 Raul Ramirez, a well-regarded mediator experienced in mediating complex labor and
27 employment matters. Parker-Fawley Decl., ¶ 6. In the course of mediation and settlement
28 negotiations, the Parties exchanged information, documents, and data, and discussed all

1 aspects of the case, including and not limited to, the risks and delays of further litigation, the
2 risks to the Parties of proceeding with class certification and trial, the law relating to class
3 certification, manageability, off-the-clock theory, meal and rest periods, wage-and-hour law
4 and enforcement, as well as the evidence produced and analyzed, and the possibility of
5 appeals, among other things. *Id.* During all settlement discussions, the Parties conducted
6 their negotiations at arm's length in an adversarial position. *Id.* Arriving at a settlement that
7 was acceptable to the Parties was not easy. *Id.* Defendant contended that individualized
8 questions of fact predominate over any common issues, and these issues would pose
9 challenges to class certification and representative adjudication. *Id.* Defendant and its
10 counsel felt strongly about Defendant's ability to avoid class certification and representative
11 adjudication and prevail on the merits, while Plaintiff and Class Counsel believed that they
12 would be able to obtain relief in court, obtain class certification and prevail at trial. *Id.* After
13 conducting significant informal discovery and investigations, settlement negotiations, and
14 with the aid of the mediator's evaluation, the Parties agreed that the case was well-suited for
15 settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs
16 and risks to the Parties that would attend further litigation. *Id.*

17 The Settlement takes into account the strengths and weaknesses of each side's
18 position and the uncertainty of how the case might have concluded at certification, trial,
19 and/or appeals. Class Counsel analyzed a large volume of information, documents, and data
20 obtained from Defendant, Plaintiff, and other sources, both prior to and after the mediation,
21 and performed research regarding applicable law, which is evolving as it relates to class
22 certification, manageability, off-the-clock theory, meal and rest periods, wage-and-hour law
23 and enforcement, Plaintiff's claims and allegations, and Defendant's defenses thereto, as
24 well as facts discovered. Parker-Fawley Decl., ¶¶ 6-9, 14 and Ex. C thereto. The Settlement
25 was based on this large volume of facts, evidence, and investigation. Parker-Fawley Decl.,
26 ¶¶ 6-9. Additionally, Class Counsel have extensive experience in handling complex wage-
27 and-hour actions, including significant experience in employment class action litigation.
28 Parker-Fawley Decl., ¶¶ 19-24.

1 **B. The Risks Inherent in Continued Litigation Favor Final Approval of the**
2 **Settlement.**

3 The Settlement, which provides for a Gross Settlement Amount of \$1,000,000,
4 represents a fair, adequate, and reasonable resolution of the case, given the risks inherent in
5 litigating class and representative claims through certification proceedings, trial, and/or
6 appeals. Parker-Fawley Decl., ¶ 9. The Settlement was calculated using information and
7 data uncovered through extensive case investigation, informal discovery, and the exchange
8 of information in the context of mediation and ongoing settlement negotiations. Parker-
9 Fawley Decl., ¶¶ 6-9, 14 and Ex. C thereto. Had the action not settled, Defendant would
10 have vigorously challenged class certification, manageability of representative adjudication,
11 and liability. Defendant contended that individualized questions of fact predominated over
12 any common issues, and these issues would pose challenges to certification and
13 representative adjudication. Defendant would have likely argued again at trial, if any, that
14 Plaintiff's claims were not appropriate for class-wide and/or representative adjudication. On
15 the other hand, Defendant also faced the risk of the Court certifying a class and allowing a
16 jury to decide Plaintiff's claims on a class-wide or representative basis. Additionally,
17 preparation for trial would have been expensive for all parties. Parker-Fawley Decl., ¶ 11.

18 It is preferable to reach an early resolution of a dispute because such resolutions save
19 time and money that would otherwise go to litigation. If this matter had settled after further
20 litigation, the settlement amount would have taken into account the additional costs
21 incurred, and there might have been less money available for Class Members. This is not
22 just an abstract contention. The risks and expenses of further litigation outweighed any
23 benefit that might have been gained otherwise. Parker-Fawley Decl., ¶ 11. These risks of
24 further litigation include a determination that the claims were unsuitable for class treatment
25 and/or representative adjudication, failure to obtain certification, class de-certification after
26 certification of a class, allowing a jury to decide the claims asserted in the case, and the real
27 possibility of no recovery after years of litigation. *Id.* If the case had not settled, the Parties
28 would have had to conduct a significant amount of additional discovery, including but not

1 limited to, depositions of Defendant's Person Most Qualified designees, expert witnesses,
2 and percipient witnesses, such as managers, supervisors, and other current and former
3 employees throughout the State of California. This additional discovery would have cost the
4 Parties significant additional time and money. *Id.* In contrast, the Settlement provides real
5 and significant benefits for the Class Members while avoiding the further expenses, risks,
6 and delay of prolonged litigation with only the possibility of recovery.

7 It would be grossly inefficient for such a large class of current and former employees
8 to bring individual actions to recover from Defendant for the alleged violations of wage-and-
9 hour laws. Moreover, the potential individual recovery that could be obtained by a Class
10 Member would not be significant enough to provide him or her with the incentive to sue.
11 By granting final approval of the Settlement, the Court will be approving a resolution that
12 provides a certain and substantial recovery for the Class Members.

13 **C. The Settlement Is Fair, Reasonable, and Adequate.**

14 The Settlement, which provides for a Gross Settlement Amount of \$1,000,000.00,
15 represents a fair, reasonable, and adequate resolution of the case. The Settlement was
16 calculated using information and data uncovered through extensive case investigation,
17 formal and informal discovery, and the exchange of information in the context of preparing
18 for mediation and conducting ongoing settlement negotiations. Parker-Fawley Decl., ¶¶ 6-9,
19 14 and Ex. C thereto. The Settlement takes into account the potential risks and rewards
20 inherent in any case and, in particular, in this matter. Parker-Fawley Decl., ¶¶ 10-12.
21 Moreover, considering all of the facts in the case, the Gross Settlement Amount represents a
22 considerable recovery.

23 Even after deducting attorneys' fees in the amount of \$350,000, litigation costs and
24 expenses in the amount of \$15,051.53, the \$5,000 Service and Release Payment, the PAGA
25 payment of \$100,000 (seventy-five percent (75%) of which (\$75,000) will be paid to the
26 LWDA and the remaining twenty-five percent (25%) of which (\$25,000) will be paid to the
27 PAGA Aggrieved Employees), Settlement Administration Expenses in the amount of
28 \$10,000, and Employer Taxes in the amount of \$14,995.52, the Net Settlement Amount is

1 currently estimated to be \$504,952.95. Bench Decl., ¶ 15. Under the Settlement Agreement,
2 the Gross Settlement Amount will be fully paid out, in accordance with the terms of the
3 Settlement.

4 As discussed in Section III, *supra*, each Participating Class Member will be paid a
5 *pro rata* share of the Net Settlement Amount, based on the number of Qualifying
6 Workweeks credited to him or her. Parker-Fawley Decl., ¶ 2, Ex. A ¶ IV(K)(1). To date,
7 there are 639 Settlement Class Members, representing 99% of the Class Members. Bench
8 Decl., ¶ 14. The Individual Settlement Payments will range from \$31.88 to \$4,144.54, and
9 the average Individual Settlement Payment is currently estimated to be \$813.69. Bench
10 Decl., ¶ 16. These are significant individual recoveries, particularly in light of the risks of
11 litigation.

12 At the final approval stage, “[a]n allocation formula need only have a reasonable,
13 rational basis [to warrant approval], particularly if recommended by experienced and
14 competent class counsel.” *In re American Bank Note Holographics, Inc., Securities*
15 *Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a
16 fair and reasonable way to distribute the Net Settlement Amount. In light of the above
17 considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and
18 adequate, and in the best interest of the Class Members. Parker-Fawley Decl., ¶ 10.
19 Although the recommendations of Class Counsel are not conclusive, the Court can properly
20 take the recommendations into account, particularly if Class Counsel appears to be
21 competent, has experience with this type of litigation, and significant discovery and
22 investigation have been completed, as is the case here. Conte & Newberg, *Newberg on*
23 *Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of
24 the Settlement.

25 **D. The Class Was Represented by Competent Counsel.**

26 Class Counsel has extensive experience in employment class action law and complex
27 wage-and-hour litigation. Parker-Fawley Decl., ¶¶ 19-24; Gundzik Decl., ¶¶ 15-18. Both
28 Lawyers for Justice, PC and Gundzik Gundzik Heeger LLP have been appointed class

1 counsel in numerous complex wage-and-hour cases and have recovered millions of dollars
2 for individuals in California. *Id.* Both parties' counsel were capable of assessing the
3 strengths and weaknesses of the Class Members' claims against Defendant and the benefits
4 of the Settlement under the circumstances of the case and in the context of a private,
5 consensual settlement agreement.

6 **E. There Are No Objections to the Settlement.**

7 The Settlement has been well received by the Class – *not a single Class Member*
8 *objected to the Class Settlement.* Bench Decl., ¶ 12. Specifically, no objections have been
9 made as to the Gross Settlement Amount or requested Class Counsel Fees Payment,
10 Litigation Costs Payment, Service Payment, or Settlement Administration Expenses.

11 California courts have consistently found that a small number of objectors
12 demonstrates the class's support for a settlement and strongly favors final approval.
13 *Wershba, supra*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); 7-
14 *Eleven Owners, supra*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9
15 objectors). Here, the lack of any objections speaks volumes about the fairness,
16 reasonableness, and adequacy of this Settlement. Accordingly, the Settlement as a whole is
17 presumed to be fair, reasonable, and adequate, and the Court should grant final approval of
18 the Settlement in its entirety. *Dunk, supra*, 48 Cal.App.4th at 1802.

19 **VI. THE ATTORNEYS' FEES AWARD REQUESTED BY CLASS COUNSEL IS**
20 **FAIR AND REASONABLE AND SHOULD BE APPROVED.**

21 **A. Legal Standard for Attorneys' Fees in a Class Action Settlement**

22 Trial courts have "wide latitude" in assessing the value of attorneys' fees and their
23 decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao*
24 *v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th
25 1122, 1132 (The "experienced trial judge is the best judge of the value of professional
26 services rendered in his court[.]"); *Cellphone Termination Fee Cases* (2009) 180
27 Cal.App.4th 1110, 1118. Where the amount of a settlement is a "certain easily calculable
28 sum of money," California courts may calculate attorneys' fees as a reasonable percentage

1 of the settlement. Weil and Brown, California Practice Guide, *Civil Procedure Before Trial*,
2 Chapter 14, § 14:145; *see also Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503;
3 *Dunk, supra*, 48 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred
4 in class and representative actions because “it better approximates the workings of the
5 marketplace than the lodestar approach.” *Lealao, supra*, 82 Cal.App.4th at 49.

6 California law provides that an attorneys’ fees award should be equivalent to fees
7 paid in the legal marketplace for the result achieved and risk incurred. *Id.* at 47-50; *Laffitte*
8 *v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503. In *Lealao*, the court held that when an
9 action leads to a recovery that can be “monetized” with a reasonable degree of certainty, the
10 trial court should “ensure that the fee awarded is within the range of fees freely negotiated in
11 the legal marketplace in comparable litigation.” *Lealao, supra*, 82 Cal.App.4th at 50. Fee
12 awards that are too small will “chill the private enforcement essential to the vindication of
13 many legal rights and obstruct the representative actions that often relieve the courts of the
14 need to separately adjudicate numerous claims.” *Lealao, supra*, 82 Cal.App.4th at 53.

15 “The ultimate goal . . . is the award of a ‘reasonable’ fee to compensate counsel for
16 their efforts, irrespective of the method of calculation.” *Consumer Privacy Cases* (2009)
17 175 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court, supra*, 126
18 Cal.App.4th at 1270). It is not an abuse of discretion to choose one method over another as
19 long as the method chosen is applied consistently using percentage figures and/or rates that
20 accurately reflect the marketplace. In cases where class members present claims against a
21 settlement amount and the settlement agreement provides that the defendant agrees to
22 paying the attorneys a percentage of the same, use of that percentage method is appropriate.
23 *Lealao, supra*, 82 Cal.App.4th at 32.

24 Historically, courts have awarded fees as high as fifty percent (50%) of the
25 settlement, depending on the circumstances of the case. Conte & Newberg, *Newberg on*
26 *Class Actions* (4th Ed., 2002) § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C.
27 1981) 526 F.Supp. 494 (awarding attorneys’ fees in the amount of 45% of the settlement
28 amount of \$7.3 million); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.*

(S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement amount as attorneys' fees). California courts routinely approve class action attorneys' fees awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); *see also Laffitte*, 1 Cal.5th at 488 & 506 (approving fee award of 1/3 of common fund of \$19 million).

B. A Fee Award of a Percentage of the Entire Fund Is Appropriate.

California and federal courts have long recognized that an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value of benefits made available to class members by the settlement. *Laffitte*, 1 Cal.5th at 503; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Graulity* (9th Cir. 1989) 886 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34.³ The purpose of this equitable doctrine is to spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone. *See Vincent, supra*, 557 F.2d at 769.

When a litigant's efforts result in a settlement from which others may derive benefits, the litigant may require the passive beneficiaries to compensate those whose efforts brought about the settlement. *See*, R. Pearle, *California Attorney Fee Awards* (CEB, 1993) § 7A, p. 5-7 (permitting attorneys' fees and costs to be paid out of the settlement or directly on behalf of the other parties enjoying the benefit of the settlement). Both state and federal courts have embraced this doctrine. *See Serrano, supra*, 20 Cal.3d at 35; *Crampton v. Takegoshi* (1993) 17 Cal.App.4th 308, 317; *Vincent, supra*, 557 F.2d at 769.

The propriety of calculating and awarding attorneys' fees as a percentage of a monetary settlement that has, by litigation, been preserved or recovered for the benefit of

³ The California Supreme Court has urged trial courts to consider class action federal authority. *Green v. Obledo* (1981) 29 Cal.3d 126, 146; *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

1 others, has been confirmed by the California Supreme Court. *Laffitte, supra*, 1 Cal.5th 480 at
2 486 & 506. The California Supreme Court has taken the position that “[t]rial courts have
3 discretion to conduct a lodestar cross-check on a percentage fee,” “they also retain the
4 discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness
5 of a requested percentage fee[.]” and “[t]he percentage [...] method survives in California.”
6 *Id.* (internal quotes omitted).

7 Courts have consistently recognized that class and representative action litigation is
8 increasingly necessary to protect the rights of individuals whose injuries and/or damages are
9 too small to economically justify legal action on an individual basis. Accordingly, in
10 determining a reasonable fee award, courts award fees to serve as an economic incentive for
11 lawyers to pursue such litigation in order to achieve increased access to the judicial system
12 for meritorious claims and to enhance deterrents to wrongdoing. This is especially true in
13 situations where multiple similar alleged wrongs would not be economically feasible to
14 pursue individually, such as here. See A. Conte, *Attorney Fee Awards* (2d Ed., 1993) 104, at
15 6.

16 By taking on this case on a contingency basis, Class Counsel risked substantial
17 economic loss if the results were not successful. This substantial risk is the reason that the
18 courts approve the use of the percentage method when a settlement is obtained by the efforts
19 of class counsel. See *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49
20 (discussing the risks of engaging in litigation without certainty of compensation).

21 Under the terms of the Settlement Agreement, Defendant will pay a Gross Settlement
22 Amount of \$1,000,000 on a non-reversionary basis. The requested attorneys’ fees are 35%
23 of the total value of the monetary settlement. In light of Class Counsel’s successful
24 prosecution and resolution of the case, the requested attorneys’ fees are appropriate and
25 reasonable.

26 Compensating class counsel in class litigation on a percentage basis makes good
27 sense because: (1) it is consistent with the private marketplace where contingent fee
28 attorneys are customarily compensated on such a basis; (2) it aligns the interests of class

1 counsel and absent class members in achieving the maximum possible resolution of the case;
2 and (3) it encourages the most efficient and expeditious resolution of the litigation by
3 providing an incentive for early, yet reasonable, settlement. The requested attorneys' fees in
4 this matter satisfy all of those factors and should be approved on a percentage basis.

5 The percentage method is consistent with, and is intended to mirror, the practice in
6 the private marketplace where contingent-fee attorneys typically negotiate percentage-fee
7 arrangements with their clients. A named plaintiff's agreement to pay a contingent fee is
8 powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of
9 counsel's work to the class is to review the consideration agreed to be paid by the named
10 plaintiff. If the named plaintiffs had employed counsel on a contingent fee basis, it would
11 indeed be inequitable for the members of the class, who will enjoy the benefits of the
12 settlement without incurring the risks of bringing the claim, to pay less than the named
13 plaintiffs.

14 Furthermore, a percentage fee award is not dependent on a determination of the
15 actual amount claimed by those entitled—it is the creation of the settlement that is the
16 crucial fact. In *Winslow v. Harold G. Ferguson Corp.*, the California Supreme Court
17 expressly held that “it is equitable that [the attorney's] compensation and expenses should
18 come from the entire fund saved for all classes concerned before it is distributed.” *Winslow*
19 *v. Harold G. Ferguson Corp.* (1944) 25 Cal.2d 274, 284. Likewise, *Lealao* expressly held
20 that a percentage-based fee “may be calculated on the basis of the total fund made available
21 rather than the actual payments made to the class.” *Lealao, supra*, 82 Cal.App.4th at 51; *see*
22 *also Boeing, supra*, 444 U.S. at 478 (“a litigant or a lawyer who recovers” a settlement “for
23 the benefit of persons other than himself or his client is entitled to a reasonable attorneys’
24 fee from the fund as a whole”). Based on these precepts, the Court of Appeal in *Wershba v.*
25 *Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 247 awarded attorneys’ fees based on the
26 total value of the settlement to the class members despite an objection demanding that the
27 fees be awarded based on the exact amount claimed by class members.

1 Class Counsel has obtained a substantial recovery on behalf of Plaintiff and the
2 Class, and the results achieved justify an attorneys' fees award that is the equivalent of the
3 standard market fee and that is consistent with the contingency-fee agreement entered into
4 by and between Plaintiff and Class Counsel. Thus, the requested attorneys' fees are
5 appropriate.

6 **C. The Attorneys' Fees Award Requested by Class Counsel Is Reasonable**
7 **Based on the Factors Considered in Determination of Fee Awards.**

8 In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve
9 factors to be considered in determining whether fee awards are reasonable: (1) the time and
10 labor required; (2) the novelty and difficulty of the questions involved; (3) the skill required
11 to perform the legal services properly; (4) the preclusion of other employment by the
12 attorney due to the acceptance of the case; (5) the customary fee; (6) whether the fee is fixed
13 or contingent; (7) time limitation imposed by the client or the circumstances; (8) the amount
14 involved and results obtained; (9) the experience, reputation and ability of the attorney; (10)
15 the undesirability of the case; (11) the nature and length of the professional relationship with
16 the client; and (12) awards in similar cases. *Camden I Condominium Association, Inc. v.*
17 *Dunkel* (11th Cir. 1991) 946 F.2d 768, 772.

18 All of these factors favors the attorneys' fees sought here; however, some of the most
19 relevant factors to this Court's fee determination will be addressed herein. An award of
20 attorneys' fees in the amount of \$350,000 (which is 35% of the Gross Settlement Amount) is
21 commensurate with the time, effort, and expense dedicated to the case, the contingent nature
22 of Class Counsel's fee and the risks taken in commencing the case, the skill and
23 determination required, the results that Class Counsel have achieved, and the value of the
24 settlement that Class Counsel have obtained for the Class Members.

25 **1. Time & Labor Expended**

26 Class Counsel used its experience and skills, and dedicated the full extent of
27 resources, to litigate and bring this matter to a successful conclusion on behalf of the Class.
28 Moreover, as demonstrated in the supporting declarations, Class Counsel have extensive

1 experience in the handling of class actions and complex litigation cases. Parker-Fawley
2 Decl., ¶ 19-24; Gundzik Decl., ¶¶ 15-18.

3 Class Counsel has fully and actively participated in litigation of the case. Parker-
4 Fawley Decl., ¶¶ 5-9, 14-15, and Ex. C thereto; Gundzik Decl., ¶¶ 19-24, and Ex. A thereto.
5 Prior to commencing the lawsuit, Class Counsel conducted a significant amount of
6 investigation into the factual and legal issues, Defendant's business, and its operations and
7 employment policies, practices, and procedures. Parker-Fawley Decl., ¶ 6. During the
8 pendency of the litigation and in preparation for mediation, Class Counsel had the
9 opportunity to review and analyze a large volume of pages of information, documents and
10 data obtained from Defendant, Plaintiff, and other sources, and prepared liability, damages,
11 penalties, and valuation calculations. Parker-Fawley Decl., ¶¶ 6-9. Class Counsel also met
12 and conferred with Defendant's counsel over the issues relating to pleadings, discovery, and
13 the production of information, documents and data, among other things; engaged in
14 settlement negotiations with Defendant's counsel, and prepared for and attended court
15 proceedings, mediation, and settlement negotiations. Parker-Fawley Decl., ¶¶ 6-9, 14-15,
16 and Ex. C thereto.

17 Class Counsel has dedicated staffing and monetary resources necessary to prosecute
18 this matter diligently and with maximum efficiency and has fully and actively participated in
19 the litigation process. The Declarations of Aaron Gundzik and Elizabeth Parker-Fawley
20 include the name of each attorney who worked on the case, each lawyer's status, the years of
21 experience and experience in class action litigation, the hourly billing rate for each, and the
22 number of hours worked by each attorney. The Task and Time Charts attached as
23 **"EXHIBIT A"** to the Declaration of Aaron C. Gundzik and **"EXHIBIT C"** of the
24 Declaration of Elizabeth Parker-Fawley set forth in detail the hours that Class Counsel has
25 spent performing tasks on behalf of Plaintiff and the Class. Parker-Fawley Decl., ¶ 16, and
26 Ex. C thereto; Gundzik Decl., ¶ 23, and Ex. A thereto. The Task and Time Charts are
27 thorough and comprehensive and were prepared so that the Court can peruse easily the each
28 and every task performed by Class Counsel. The Court is respectfully referred to the chart,

1 which sets forth the history of the work performed by Class Counsel, commencing with the
2 pre-filing analysis and research, and continuing up to settlement and final approval. Lawyers
3 for Justice, PC has spent 230.8 hours on the case and Gundzik Gundzik Heeger LLP has
4 thus far spent 84.5 hours and in total will spend 104.5 hours on the case. In total, Class
5 Counsel will have spent 335.3 hours performing tasks and to obtain a significant recovery on
6 behalf of Plaintiff and the Class. *Id.* These hours were required to bring this matter to its
7 successful conclusion. In light of the value of time expended and the carrying of costs
8 involved in litigating this case, the requested attorneys' fees are fair, adequate, and
9 reasonable.

10 **2. The Skill Required to Perform Legal Services Properly**

11 The skill required to properly litigate the case is evident not only in the results
12 achieved, but in the steps necessary to reach those results. Defendant retained well-
13 respected counsel to represent its defenses. More specifically, Defendant and its counsel felt
14 very strongly about Defendant's ability to obtain a denial of certification and to prevail on
15 the merits. Plaintiff and Class Counsel believed that Plaintiff would have obtained class
16 certification and prevailed at trial.

17 Class Counsel undertook significant investigation, analysis, and research prior to
18 filing this case, during the litigation, and prior to mediation. Class Counsel took steps to
19 prepare the matter for class certification and representative adjudication and had every
20 intention of taking the case to trial on a class-wide basis if Defendant did not offer an
21 appropriate class-wide settlement. Despite all of the obstacles that had to be overcome,
22 Class Counsel used its extensive experience in the handling of class actions and complex
23 wage-and-hour litigation matters in order to obtain the Settlement with maximum efficiency.
24 Parker-Fawley Decl., ¶¶ 15-16, and Ex. C thereto; Gundzik Decl., ¶ 19, and Ex. A thereto.

25 **3. The Value of the Settlement for the Class Members**

26 The Settlement represents an excellent resolution of the case, given the risks inherent
27 in litigating the case through certification proceedings, trial, and/or appeals. Had the case
28 not settled, Defendant would have vigorously challenged certifiability, manageability of

1 representative adjudication, and liability. Defendant, however, faced risks if the Court
2 certified a class and allowed a jury to decide the claims. Additionally, preparing the case for
3 trial would have been expensive for the Parties.

4 The Settlement at this stage is preferred over continued litigation because such
5 resolutions save time and money that would otherwise go to litigation. The risks and
6 expenses of further litigation outweighed any benefit that might have been gained otherwise.
7 The Settlement provides an immediate recovery, as opposed to an uncertain result in the
8 future after prolonged litigation involving expert discovery, trial preparation, class
9 certification proceedings, and appellate review of those proceedings. The Settlement offers
10 present relief and/or recovery to Participating Class Members while avoiding the further
11 expense, risk, and delay in obtaining possible recovery at an unknown time in the future.

12 As a result of this litigation and settlement negotiations, Defendant agreed to pay a
13 Gross Settlement Amount of \$1,000,000 to settle the matter. After deducting the attorneys'
14 fees (\$350,000), litigation costs and expenses (\$15,051.53), the Service and Release
15 Payment to Plaintiff (\$5,000), the PAGA payment of \$100,000 (seventy-five percent (75%)
16 of which (\$75,000) will be paid to the LWDA and the remaining twenty-five percent (25%)
17 of which (\$25,000) will be paid to the PAGA Aggrieved Employees), and Settlement
18 Administration Expenses (\$10,000) from the Gross Settlement Amount, it is currently
19 estimated that the Net Settlement Amount will be approximately \$504,952.95. Bench Decl.,
20 ¶ 15. The Net Settlement Amount will be fully distributed in accordance with the terms of
21 the Settlement. The highest Individual Settlement Payment to a Participating Class Member
22 is currently estimated to be \$4,144.54 and the average Individual Settlement Payment is
23 currently estimated to be \$813.69. Bench Decl., ¶ 16. The highest Individual PAGA
24 Payment to be paid is approximately \$161.69, and the average Individual PAGA Payment to
25 be paid is approximately \$65.27. Bench Decl., ¶ 17.

26 **4. Whether the Fee Is Fixed or Contingent**

27 Plaintiff entered into a contingency fee agreement with Class Counsel, and the
28 representation of the Class provided by Class Counsel has been wholly contingent. Class

1 Counsel took on the case without knowing whether any recovery would be obtained. Class
2 Counsel has invested 315.3 hours of time to obtain relief on behalf of Plaintiff and the Class
3 Members and will spend an additional 20 hours of time to bring the case to its conclusion.
4 Parker-Fawley Decl., ¶¶ 15-16, and Ex. C thereto; Gundzik Decl., ¶ 19, and Ex A thereto.
5 Class Counsel has also incurred litigation costs and expenses in the amount of \$15,051.53.
6 Parker-Fawley Decl., ¶ 25, and Ex. D thereto; Gundzik Decl., ¶ 25, and Ex. B thereto.

7 Class Counsel has borne all of the risks and costs of litigation and will not receive
8 any compensation until recovery is obtained. Parker-Fawley Decl., ¶ 25. Class Counsel is
9 well-experienced in wage-and-hour class action and complex litigation and used that
10 experience to obtain a great result. Parker-Fawley Decl., ¶¶ 19-24; Gundzik Decl., ¶¶ 15-18.
11 The skill and determination that Class Counsel has shown, along with the results obtained,
12 justify the requested Class Counsel Fees Payment and Litigation Expenses Payment.
13 Considering the amounts requested, the work performed, and the risks incurred, the
14 requested fees and costs are reasonable and should be awarded.

15 In determining the reasonableness of a fee award in a class action settlement,
16 whether or not representation is provided on a contingency basis is an important factor:

17 A contingent fee must be higher than a fee for the same legal services paid as
18 they are performed. The contingent fee compensates the lawyer not only for
19 the legal services he renders but for the loan of those services. A lawyer who
20 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. If he is paid no more, competent counsel will be reluctant to accept
fee award cases.

21 *Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations omitted).

22 Class Counsel litigated the case on a contingent basis with all of the concomitant risk factors
23 inherent in such an uncertain undertaking. Had Class Counsel not been successful, the time
24 that Class Counsel have devoted to litigating the case would not have produced any fees nor
25 would Class Counsel have been reimbursed for their significant costs and expenses.

26 **5. The Amount Involved and the Results Achieved**

27 The results achieved, in light of the difficulties inherent in similar case and the
28

1 specific difficulties faced in this matter, are considerable. The Settlement has yielded a
2 positive response from the Class Members—only one of the 640 Class Members has opted
3 out of the class and not one Class Members has objected to the Class Settlement. Bench
4 Decl., ¶¶ 11-12.

5 The court in *Camden* noted that, “a key element of the common fund case is that fees
6 are [...] taken from the fund [...] and a common fund is itself the measure of success ...
7 [and] represents the benchmark on which a reasonable fee will be awarded.” *Camden*, 946
8 F. 2d 768, fn. 28 (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task*
9 *Force* (October 8, 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)).

10 Here, the results achieved and obtained on behalf of Plaintiff and the Class are
11 reasonable in light of the risks inherent in further litigating this matter. Class Counsel’s
12 efforts have resulted in a settlement that provides for a Gross Settlement Amount of
13 \$1,000,000. The Gross Settlement Amount will be fully paid out, in accordance with the
14 terms of the Settlement Agreement. The Individual Settlement Payments will range from
15 \$31.88 to \$4,144.54 and the average Individual Settlement Payment is currently estimated to
16 be \$813.69. Bench Decl., ¶ 16.

17 **6. The Reputation and Ability of the Attorneys**

18 Lawyers for Justice, PC and Gundzik Gundzik Heeger LLP are both recognized class
19 action law firms that employed its attorneys’ knowledge, skills, and experience in bringing
20 this case to a successful conclusion. Class Counsel has years of complex and class action
21 litigation experience, have recovered millions of dollars on behalf of thousands of
22 individuals in California, and have successfully handled numerous significant wage-and-
23 hour class action and complex cases. Parker-Fawley Decl., ¶¶ 19-24; Gundzik Decl., ¶¶ 15-
24 18.

25 **D. The Lodestar Methodology Also Justifies Approval of the Requested Fees.**

26 While the percentage-of-the-benefit approach is endorsed as the better approximation
27 of the workings of the marketplace than the lodestar approach, courts may also use the
28 lodestar method to “cross-check” the results of the other. See *Laffitte, supra*, 1 Cal.5th at

505 (explaining that “[a] lodestar cross-check is simply a quantitative method for bringing a measure of the time spent by counsel into the trial court’s reasonableness determination”); see also, e.g., *Vizcaino*, 290 F.3d at 1050 (“[W]hile the primary basis of the fee award remains the percentage method, the lodestar may provide a useful perspective on the reasonableness of a given percentage award.”). Importantly, “the lodestar calculation . . . does not override the trial court’s primary determination of the fee as a percentage” of the settlement amount and “does not impose an absolute maximum or minimum on the potential fee award.” *Laffitte*, *supra*, 1 Cal.5th at 505.

The lodestar is calculated based on reasonable hours at reasonable prevailing hourly rates for the attorneys. *Ketchum*, *supra*, 24 Cal.4th at 1131-32. Under California law, counsel is entitled to compensation for every hour reasonably spent on the matter. *Id.* at 1133.

1. The Number of Hours Spent on the Litigation was Reasonable.

The reasonableness of hours is assessed by “the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]” *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.

As discussed above, the case was highly contested and required a significant amount of time and labor. Defendant made it clear very early on that it disputed all of the allegations of the case and disputed that the matter was appropriate for class or representative treatment. Defendant raised affirmative defenses and denied liability, and the pursuit of this case involved gathering and analyzing data not only from Defendant but also from the Class Members. The handling of the case involved a great amount of effort and involved the exercise of a high level of skill, which Class Counsel have as a result of their extensive experience in employment class actions and complex wage-and-hour litigation. Long and difficult battles would have followed as the case moved toward certification and trial, including engaging in extensive motion practice. As Class Counsel geared up for these battles, Class Counsel undertook intense preparation in an attempt to resolve the entire matter through mediation.

1 Class Counsel had to bring together a large volume of information, documents and
2 data that were obtained from Defendant, Plaintiff, and through other sources. Class Counsel
3 have conducted informal discovery as well as an extensive review and analysis of the
4 information, documents, and data to strategize the action and to prepare for mediation and
5 engage in settlement discussions.

6 The Time and Task Charts submitted by Class Counsel demonstrate that they have
7 spent a total of 315.3 hours litigating the case and finalizing the Settlement, and in total will
8 spend a total of 335.3 hours on the case. Parker-Fawley Decl., ¶¶ 15-16, and Ex. C thereto;
9 Gundzik Decl., ¶ 19, and Ex. A thereto. In light of the facts and circumstances of the case, as
10 well as the results that Class Counsel have achieved on behalf of Plaintiff and the Class
11 Members, Class Counsel have spent a reasonable number of hours on this matter. In
12 addition, Class Counsel will continue to perform work on this matter through the date of
13 final approval and in connection with the implementation of the Settlement.

14 ***2. The Fees Requested Represent a Reasonable Hourly Rate of***
15 ***Compensation in Light of Class Counsel's Efforts and Experience.***

16 Both California and federal courts recognize that attorneys should be compensated
17 for providing representation on a contingency basis and for taking on the risks associated
18 with it and that class counsel should be provided with a financial incentive to enforce
19 important rights and protections such as those at issue in this action. See *Ketchum, supra*, 24
20 Cal.4th at 1132-33. In awarding attorneys' fees, the aim is to mirror "the established practice
21 in the private legal market of rewarding attorneys for taking the risk of nonpayment by
22 paying them a premium over their normal hourly rates for winning contingency cases." See
23 *id.*

24 Class Counsel have been actively involved in this matter, prior to its commencement
25 and all the way up to the present, and Class Counsel's dedication to providing representation
26 in this case has precluded other employment. Here, Class Counsel bore the risk that, despite
27 all of their efforts and skills employed, there could have been no recovery whatsoever.
28 However, through their hard work and skill, Class Counsel were successful in reaching a

1 settlement of \$1,000,000.00.

2 As set forth in the Declarations of Aaron C. Gundzik and Elizabeth Parker-Fawley,
3 the professional backgrounds and experience of Class Counsel support reasonable hourly
4 rates of compensation of \$750 and \$850. Parker-Fawley Decl., ¶¶ 17-18; Gundzik Decl., ¶¶
5 27-30, and Ex. C thereto. Lawyers *for* Justice, PC has been awarded attorneys' fees,
6 compensating the firm at the blended rate of at least \$850 per hour for legal service
7 performed, by courts throughout the state. Parker-Fawley Decl., ¶ 18. Likewise, Gundzik
8 Gundzik Heeger LLP has been awarded its hourly rates by numerous courts throughout the
9 State. Gundzik Decl., ¶ 27.

10 While the circumstances of every case are unique, the fact remains that the work
11 performed and efforts undertaken by Class Counsel on behalf of the Class Members justify
12 the requested attorneys' fees.

13 ***3. The Risks Involved, Skill Required, Complexity of the Matter, and***
14 ***Results Obtained Warrant Enhancement of the Lodestar.***

15 Even when courts have opted to award fees in settlement fund cases based on time
16 reasonably expended on the action, courts have generally awarded these fees based on the
17 actual time expended (the lodestar) in conjunction with a multiplier of between 2 and 4.
18 *Kerr v. Screen Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67. Class Counsel is requesting a
19 much smaller multiplier of 1.27, which is warranted in this matter.

20 Courts frequently apply multipliers to enhance the lodestar to reflect the risks
21 involved, the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at
22 1051; *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579 (“One of the most
23 common fee enhancers [...] is for contingency risk.”). Such an enhancement “mirrors the
24 established practice in the private legal market of rewarding attorneys for taking the risk of
25 nonpayment by paying them a premium over their normal hourly rates for winning
26 contingency cases.” *Vizcaino*, 290 F.3d at 1051; *accord Ketchum*, 24 Cal.4th at 1132-33. A
27 risk multiplier also serves to bring the financial incentives for enforcing important rights
28 “into line with incentives [attorneys] have to undertake claims for which they are paid on a

1 fee-for-services basis.” *Ketchum*, 24 Cal. 4th at 1132.

2 In determining whether or not to enhance the lodestar, California courts take into
3 account multiple factors such as those discussed in Section, *see Cates*, at 822-823. Multiple
4 factors warrant enhancement in this case, including the following:

- 5 • The time and labor required
- 6 • The skill requisite to perform the legal services properly
- 7 • The preclusion of other employment by the attorney due to the acceptance of the
8 case
- 9 • The contingent nature of the fee
- 10 • The amount involved and results obtained
- 11 • The experience, reputation, and ability of the attorney
- 12 • Awards in similar cases

13 *Ketchum*, 24 Cal.4th at 1134.

14 Adjustment of the base lodestar figure to compute an award of attorneys’ fees for a
15 claim under the California Labor Code is appropriate. See *Id.*, at 1135-1136; *Serrano v.*
16 *Priest* (1977) 20 Cal.3d 25, 48-49. “The lodestar is calculated by multiplying the reasonable
17 hours expended by a reasonable hourly rate. The court may then enhance the lodestar with a
18 multiplier, if appropriate.” *Wershba, supra*, 91 Cal.App.4th at 254. In the first stage of the
19 lodestar adjustment method, the trial court determines the reasonable hourly rate of
20 compensation for counsel, which it then multiplies by the number of hours the court finds
21 were reasonably spent preparing the case, to obtain the lodestar figure. *Ketchum, supra*, 24
22 Cal.4th at 1131-1132. The lodestar figure is the “basic fee for comparable legal services in
23 the community” based upon the “hourly amount to which attorneys of like skill in the area
24 would typically be entitled.” *Id.*, at 1132-1133 (quotation marks and citation omitted).

25 As discussed above in Section VI.C, this was a highly contested matter which
26 required an extensive amount of time and labor. Defendant raised defenses and denied
27 liability, and the matter involved gathering and analyzing numerous disparate documents.
28 The handling of this matter involved a great amount of effort, and required the exercise of a

1 high-level of skill, which Class Counsel has as a result of extensive experience in
2 employment class actions and wage-and-hour litigation. Class Counsel has been actively
3 involved in the prosecution of this matter since its commencement to the present. Class
4 Counsel's dedication to the representation of the Class Members has precluded other
5 employment.

6 Most importantly, all services were performed by Class Counsel on a contingent
7 basis. Both California and federal courts recognize that attorneys should be compensated
8 for taking on such contingent risks and provided with financial incentives to enforce
9 important rights and protections like those at issue in the matter at hand. See, e.g., *Vizcaino*,
10 290 F.3d at 1051; *Ketchum*, 24 Cal. 4th at 1132-33. Here, Class Counsel bore the risk that,
11 despite all of their efforts and the skill employed, there could be no recovery. Therefore, at
12 a minimum, Class Counsel is entitled to a risk multiplier.

13 The results obtained by way of Class Counsel's efforts are significant here. Class
14 Counsel were successful in achieving substantial results in the form of a settlement of
15 \$1,000,000 which will be paid to 639 Class Members, not one of whom objected to the
16 Settlement.

17 Courts routinely enhance lodestar amounts based on multipliers that "range from **2 to**
18 **4 or even higher.**" *Wershba, supra*, 91 Cal.App.4th at 255 (emphasis added); *see also, e.g.,*
19 *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (approving **multiplier of 2.5**);
20 *Vizcaino*, 290 F.3d at 1051 (approving **multiplier of 3.65**); *Wal-Mart Stores, Inc. v. Visa*
21 *U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123 (approving **multiplier of 3.5**); *Craft v. County*
22 *of San Bernardino* (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding **multiplier of 5.2**
23 and referring to other cases with cross-check **multipliers ranging from 4.5 to 19.6**).

24 In light of the facts and circumstances surrounding the matter, Class Counsel's fee
25 application is well within the range of reasonableness. While handling this matter, Class
26 Counsel devoted the over 315.3 hours in legal time to the case and in all will spend 335.3
27 hours to finalize the Settlement. The detailed Task and Time Charts specify all of the work
28 that the two law firms performed. Parker-Fawley Decl., ¶¶ 15-16, and Ex. C thereto;

1 Gundzik Decl., ¶ 19, and Ex A thereto. Applying a modest multiplier of 1.27, the total
2 enhanced lodestar fees are \$350,000. Class Counsel seek an attorneys' fee award of
3 \$350,000 (35% of the Gross Settlement Amount). Far greater multipliers have been
4 awarded in similar cases, and the total amount of fees sought by Class Counsel is also
5 reasonable compared to fees awarded in similar cases.

6 The nature of the work performed, skill exercised, and the outcome in this matter
7 involves an outstanding monetary recovery involving a Gross Settlement Amount of
8 \$1,000,000, with a Net Settlement Amount of \$504,952.95 to be paid to Participating Class
9 Members with an average payment of approximately \$813.69. Bench Decl., ¶ 16. This
10 significant recovery supports the percentage fee sought and the application of a lodestar
11 multiplier.

12 **VII. CLASS COUNSEL'S COSTS ARE FAIR AND REASONABLE AND SHOULD**
13 **BE APPROVED.**

14 The Settlement provides for reimbursement of litigation costs and expenses of up to
15 \$25,000. Class Counsel seeks reimbursement of \$15,051.53 in litigation costs and expenses
16 incurred in this case. Parker-Fawley Decl., ¶ 25, and Ex. D thereto; Gundzik Decl., ¶ 25, and
17 Ex B thereto. These amounts are detailed in Class Counsel's declarations and are reasonable
18 and necessary in light of the work performed in order to achieve the settlement.
19 Accordingly, Plaintiff request that the Court award litigation costs and expenses in the
20 amount of \$15,051.53 to Class Counsel.

21 **VIII. THE SETTLEMENT ADMINISTRATION EXPENSES ARE FAIR AND**
22 **REASONABLE AND SHOULD BE APPROVED.**

23 As set forth in the accompanying Declaration of Nicole Bench, the total costs
24 incurred and to be incurred by ILYM for the notice and settlement administration process
25 are \$10,000. Bench Decl., ¶ 20, and Ex C thereto. The costs incurred and to be incurred
26 include, but are not limited to, (a) printing and mailing, in English and Spanish, to class
27 members Notice of Proposed Class Action Settlement and Hearing Date for Final Court
28 Approval (herein referred to collectively as the "Notice") (b) locating updated addresses for

1 class members; (c) receiving other communications about the settlement; (d) notifying the
2 parties of the number of class members that filed requests for exclusion or objections; and
3 (e) notifying the parties of the number of class members who filed untimely or deficient
4 requests for exclusion, and taking steps to cure the deficiencies. If this settlement is
5 approved, ILYM will (a) calculate, issue and mail settlement checks to all class members;
6 (b) make any class representative service and release and attorney fee payments approved by
7 the Court; (c) prepare tax filings for the qualified settlement fund established to hold and
8 distribute the gross settlement amount, and (d) transmit to the Court-approved *cy pres* the
9 funds represented by all uncashed checks after 180 calendar days, pursuant to the terms of
10 the parties' Settlement Agreement, and (e) such other tasks as set forth in the Settlement
11 Agreement or as the Parties mutually agree or as the Court orders. *Id.*

12 Accordingly, the Court should grant final approval of payment to ILYM for its
13 handling of the notice and settlement process in the amount of \$10,000.

14 **IX. THE REQUESTED SERVICE PAYMENT IS FAIR AND REASONABLE AND**
15 **SHOULD BE APPROVED.**

16 The Settlement provides for a Service and Release Payment in the amount of \$5,000
17 to Plaintiff Angel Soliz to compensate him for the time and effort that he expended on
18 behalf of the Class and the State of California. The requested Service Payment is reasonable
19 and should be awarded.

20 In determining whether to make service payments, courts consider the following
21 factors: (1) the risk to the class representative in commencing suit, both financial and
22 otherwise; (2) the notoriety and personal difficulties encountered by the class
23 representatives; (3) the amount of time and efforts spent by the class representatives; (4) the
24 duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class
25 representatives as a result of the litigation. *Vranken v. Atlantic Richfield Co.* (N.D. Cal.
26 1995) 901 F. Supp. 294, 299 (approving \$50,000 participation award to a single class
27 representative).

28 The requested Service and Release Payment is fair and appropriate because Plaintiff

1 spent a substantial amount of time and effort producing relevant documents and past
2 employment records, as well as providing the facts and evidence to support the prosecution
3 of the claims. Declaration of Angel Soliz (“Soliz Decl.”), ¶¶ 13-15. Plaintiff was available
4 whenever Class Counsel needed him and actively tried to obtain, and gave, information to
5 support the pursuit of the case. Soliz Decl., ¶ 14. Plaintiff spent numerous hours speaking
6 with Class Counsel about his claims, describing his work experience with Defendant, and
7 gathering and reviewing documents. Soliz Decl., ¶¶ 13-15.

8 Accordingly, it is appropriate and just for Plaintiff to receive \$5,000 each as a
9 reasonable Service and Release Payment for his service on behalf of the Class, in addition
10 to his individual settlement payments.

11 **X. CONCLUSION**

12 For the foregoing reasons, Plaintiff, on behalf of himself and the Class, respectfully
13 requests that the Court grant final approval of the settlement, award a service and release
14 payments to named Plaintiff Angel Soliz in the amount of \$5,000, award attorneys’ fees in
15 the amount of \$350,000 and Class Counsel’s costs in the amount of \$15,051.53, approve of
16 the payment of \$75,000 to the LWDA, and award the Settlement Administrator its fees in
17 the amount of \$10,000, all of which will be paid from the Gross Settlement Amount.

18
19 DATED: January 7, 2026

GUNDZIK GUNDZIK HEEGER LLP

20
21 By: 

22 Rebecca G. Gundzik
23 Attorneys for Plaintiff Angel Soliz,
24 individually and on behalf of all others
25 similarly situated
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