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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CECILIA ESTRADA, individually and on
behalf of others similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

THE ROMAN CATHOLIC ARCHBISHOP OF
LOS ANGELES; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 24STCV07184

Honorable Laura A. Seigle
Department 17

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: August 6, 2025
Time: 9:00 a.m.
Dept: 17

Complaint Filed: March 21, 2024
FAC Filed: April 3, 2024
SAC Filed: March 3, 2025
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on **August 6, 2025 at 9:00 a.m.** in Department 17 of the
3 above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012, pursuant
4 to California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and
5 California Labor Code section 2699(l), Cecilia Estrada (“Plaintiff”) will and hereby does move the
6 Court for an Order granting final approval of the proposed class action and Labor Code Private
7 Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) settlement
8 between Plaintiff and Defendant The Roman Catholic Archbishop of Los Angeles (“Defendant”).

9 Plaintiff requests that the Court enter an Order:

- 10 1. Granting final approval of the class action and PAGA settlement;
- 11 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
12 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement and First
13 Amendment to Joint Stipulation of Class Action and PAGA Settlement (together, “Settlement
14 Agreement” or “Settlement”), including payment by Defendant of the Gross Settlement Amount of
15 Two Million Four Hundred Seventy-Three Thousand Two Hundred Twenty-Five Dollars and Zero
16 Cents (\$2,473,225.00) equal to the amounts to pay (1) the Settlement Class Members and PAGA
17 Employees pursuant to the terms of the Settlement; (2) the Court-approved Attorneys’ Fees and Costs;
18 (3) the Court-approved Enhancement Payment; (4) the Court-approved Settlement Administration
19 Costs; and (5) the Court-approved payment to the California Labor and Workforce Development
20 Agency (“LWDA”) pursuant to PAGA;
- 21 3. Approving Class Counsel’s request for thirty-five percent (35%) of the Gross
22 Settlement Amount, i.e., Eight Hundred Sixty-Five Thousand Six Hundred Twenty-Eight Hundred
23 Dollars and Seventy-Five Cents (\$865,628.75) in attorneys’ fees, plus reimbursement of actual costs
24 and expenses in the amount of Nineteen Thousand Dollars and Zero Cents (\$19,000.00);
- 25 4. Approving the Enhancement Payment to Plaintiff in the amount of Ten Thousand
26 Dollars and Zero Cents (\$10,000.00) in recognition of her services to the Class Members;
- 27 5. Approving the Settlement Administration Costs to ILYM Group, Inc. in the amount of
28 Eleven Thousand Five Hundred Fifty Dollars and Zero Cents (\$11,550.00); and

8. Approving Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) to be paid to the LWDA as seventy-five percent (75%) of the One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated to civil penalties under PAGA.

This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court, which require approval by the Court of a class action settlement and permit the Court to extend the page limit for memoranda.

This Motion is based on the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel (Karen I. Gold), the Class Representative (Cecilia Estrada), and the Settlement Administrator (Makenna Snow on behalf of ILYM Group, Inc.), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: July 15, 2025

BLACKSTONE LAW, APC

By: Karen Gold
Karen I. Gold
Attorneys for Plaintiff Cecilia Estrada
and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Cecilia Estrada (“Plaintiff” or “Class Representative”) seeks final approval of the
4 class action settlement reached with Defendant The Roman Catholic Archbishop of Los Angeles
5 (“Defendant”). Subject to Court approval, Plaintiff and Defendant (together, the “Parties”) have
6 entered into the Joint Stipulation of Class Action and PAGA Settlement (“Original Agreement”) and
7 First Amendment to Joint Stipulation of Class Action and PAGA Settlement (“First Amendment”)
8 (together, “Settlement Agreement” or “Settlement”) for a total amount of Two Million Four Hundred
9 Seventy-Three Thousand Two Hundred Twenty-Five Dollars and Zero Cents (\$2,473,225.00) (“Gross
10 Settlement Amount”). (See Declaration of Karen I. Gold in Support of Plaintiff’s Motion for Final
11 Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment,
12 and Settlement Administration Costs [“Gold Decl.”], ¶¶ 9 and 11, Exh. 1 and Exh. 2).

13 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
14 current and former hourly-paid or non-exempt employees who worked for Defendant within the State
15 of California at any time during the Class Period” (“Class” or “Class Members”). (Original
16 Agreement, ¶ 10.b; Gold Decl., ¶ 14). The “Class Period” is defined as the period from March 21,
17 2020 through April 23, 2025. (Original Agreement, ¶ 10.f; Gold Decl., ¶ 14). The “Settlement Class
18 Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion.
19 (Original Agreement, ¶ 10.1l; Gold Decl., ¶ 14). The “PAGA Employees” consist of “all current and
20 former hourly-paid or non-exempt employees who worked for Defendant within the State of California
21 at any time during the PAGA Period.” (Original Agreement, ¶ 10.x; Gold Decl., ¶ 14). The “PAGA
22 Period” is defined as the period from March 15, 2023 through April 23, 2025. (First Amendment, ¶
23 10.z; Gold Decl., ¶ 14).

24 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
25 approval under California law because it is fair, adequate, and reasonable. (Gold Decl., Exh. 1 and
26 Exh. 2; See also, *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford*
27 *Motor Company* (1996) 48 Cal.App.4th 1794, 180 l). The response of the Class to the Settlement
28 confirms that final settlement approval is appropriate. *There have been no objections to or requests*

1 to opt-out from the Class Settlement. (Declaration of Makenna Snow of ILYM Group, Inc., Regarding
2 Notice and Settlement Administration [“Snow Decl.”], ¶¶ 9 and 10).

3 Because the Settlement achieves outstanding results for the Settlement Class Members, the
4 PAGA Employees, and the State of California, Plaintiff respectfully requests, on behalf of the Class
5 and without opposition from Defendant, that the Court approve the Settlement as fair, adequate, and
6 reasonable, and enter judgment in accordance with the Settlement’s terms.

7 Plaintiff seeks the Court’s approval of an attorneys’ fee award of thirty-five percent (35%) of
8 the Gross Settlement Amount, equaling Eight Hundred Sixty-Five Thousand Six Hundred Twenty-
9 Eight Dollars and Seventy-Five Cents (\$865,628.75), plus reimbursement of actual litigation costs and
10 expenses in the amount of Nineteen Thousand Dollars and Zero Cents (\$19,000.00) (together,
11 “Attorneys’ Fees and Costs”). Class Counsel’s request for an award of attorneys’ fees and costs is
12 reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter,
13 the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao v.*
14 *Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

15 Plaintiff also requests the Court’s approval of the amount to be paid to Plaintiff in the amount
16 of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”) for her services on
17 behalf of the Class. This amount proposed to be awarded to Plaintiff is fair and reasonable for the
18 reasons Plaintiff provided in her declaration. (*See Declaration of Plaintiff Cecilia Estrada in Support*
19 *of Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs,*
20 *Enhancement Payment, and Settlement Administration Costs [“Estrada Decl.”] filed concurrently*
21 *herewith*). Courts approve incentive awards to plaintiffs when justified and appropriate to compensate
22 plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Richfield Co.*
23 (N.D. Cal. 1995) 901 F. Supp. 294, 299).

24 Finally, Plaintiff requests that the Court approve the payment of Eleven Thousand Five
25 Hundred Fifty Dollars and Zero Cents (\$11,550.00) (“Settlement Administration Costs”) to ILYM
26 Group, Inc. (“ILYM” or “Settlement Administrator”) as compensation for its administration services
27 it has and will provide in connection with the Settlement. (*See, generally, Snow Decl.*).

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1 In order to efficiently present the Court with adequate information to determine whether to
2 grant final approval of the Settlement and award the Attorneys' Fees and Costs, Enhancement
3 Payment, and Settlement Administration Costs, Plaintiff also moves for an order permitting the filing
4 of this single consolidated memorandum, although it exceeds the page limit established by California
5 Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

6 II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

7 Defendant is a private corporation that employs individuals in cemeteries. (Gold Decl., ¶ 2).
8 Plaintiff was employed by Defendant as an hourly-paid, non-exempt cemetery counselor from
9 approximately October 2021 to approximately November 2023. (Estrada Decl., ¶ 2).

10 On March 15, 2024, Plaintiff provided written notice to the California Labor and Workforce
11 Development Agency ("LWDA") and to Defendant, pursuant to California Labor Code Section
12 2699.3, of the specific provision of the California Labor Code alleged to have been violated by
13 Defendant ("PAGA Letter"). (Gold Decl., ¶ 3).

14 On March 21, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Cecilia*
15 *Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court Case
16 No. 23STCV27362 ("Class Action"), thereby commencing a putative class action against Defendant.
17 (*Id.*, ¶ 4).

18 On April 3, 2024, Plaintiff filed a First Amended Class Action Complaint in the Class Action,
19 which corrected language in Paragraph 8 of the complaint. (*Id.*, ¶ 5).

20 On May 21, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private
21 Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Cecilia Estrada v. The*
22 *Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court Case No.
23 24STCV12755 ("PAGA Action"), thereby commencing a representative action under the Private
24 Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* ("PAGA")
25 against Defendant. (*Id.*, ¶ 6). The Class Action and PAGA Action are referred to as the "Actions."
26 (*Ibid.*).

27 ///

28 ///

1 On January 16, 2025, the Parties participated in mediation conducted by Marc Feder, Esq.
2 (“Mediator”), a neutral and well-respected mediator with extensive experience in complex wage and
3 hour matters. (*Id.*, ¶ 7). After a full day of mediation, and with the help of the Mediator, the Parties
4 were able to reach an agreement to resolve this dispute on a class and PAGA basis. (*Ibid*). The Parties
5 then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.
6 (*Ibid*).

7 On March 3, 2025, Plaintiff filed a Second Amended Class & Representative Action Complaint
8 (“Operative Complaint”) in the Class Action, which added the PAGA claims alleged in the PAGA
9 Action. (*Id.*, ¶ 8). The Operative Complaint alleges eleven (11) causes of action for violations of the
10 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
11 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
12 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
13 failure to provide compliant wage statements, failure to timely pay wages upon termination, failure to
14 reimburse necessary business expenses, and failure to comply with requests to inspect records, for
15 violations of California Business and Professions Code Section 17200, *et seq.* based on the
16 aforementioned California Labor Code violations, and for civil penalties under PAGA based on the
17 aforementioned California Labor Code violations. (*Ibid*).

18 On March 5, 2025, the Parties executed the Original Agreement. (*Id.*, ¶ 9 and Exh. 1).

19 On March 24, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and
20 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 10).

21 On March 26, 2025, the Parties executed the First Amendment. (*Id.*, ¶ 11 and Exh. 2).

22 On April 1, 2025, pursuant to the request of Plaintiff, the PAGA Action was dismissed without
23 prejudice. (*Id.*, ¶ 12).

24 On April 23, 2025, the Court entered the Order Granting Preliminary Approval of Class Action
25 and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of
26 the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed
27 administration procedures and associated deadlines. (*Id.*, ¶ 13 and Exh. 3).

28 ///

1 The Parties agree that the Class described herein may be certified for settlement purposes only.
2 If for any reason the Settlement is not approved, the certification will have no force or effect and will
3 immediately be revoked. The Parties further agree that certification for purposes of approving the
4 Settlement Agreement is in no way an admission that class certification is proper under the more
5 stringent standard applied for litigation and that evidence of this limited stipulation for settlement
6 purposes only will not be admissible for any purpose in this or any other proceeding.

7 **III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION**

8 The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
9 Complaint for a non-reversionary Gross Settlement Amount of Two Million Four Hundred Seventy-
10 Three Thousand Two Hundred Twenty-Five Dollars and Zero Cents (\$2,473,225.00), which is
11 exclusive of employer-side payroll taxes. (Original Agreement, ¶ 10.p; Gold Decl., ¶ 16). The Gross
12 Settlement Amount includes: (1) Class Counsel's fees in the amount of thirty-five percent (35%) of
13 the Gross Settlement Amount, equaling Eight Hundred Sixty-Five Thousand Six Hundred Twenty-
14 Eight Dollars and Seventy-Five Cents (\$865,628.75); (2) Class Counsel's actual litigation costs and
15 expenses, in the amount of Nineteen Thousand Dollars and Zero Cents (\$19,000.00); (3) Settlement
16 Administration Costs in the amount Eleven Thousand Five Hundred Fifty Dollars and Zero Cents
17 (\$11,550.00); (4) Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents
18 (\$10,000.00); and (5) PAGA Amount in the amount of One Hundred Thousand Dollars and Zero Cents
19 (\$100,000.00). (Original Agreement, ¶¶ 13, 14, 15, and 16; Gold Decl., ¶ 16). After the above Court-
20 approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members
21 will share in a Net Settlement Amount of approximately One Million Four Hundred Sixty-Seven
22 Thousand Forty-Six Dollars and Twenty-Five Cents (\$1,467,046.25). (Original Agreement, ¶ 9.u;
23 Gold Decl., ¶ 16).

24 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
25 to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") nor
26 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share
27 of twenty-five percent (25%) of the PAGA Amount ("Individual PAGA Payment"). (Original
28 Agreement, ¶¶ 10.q and 10.s; Gold Decl., ¶ 17). Individual Settlement Shares are calculated by the

1 Settlement Administrator by dividing the Net Settlement Amount by the total number of Workweeks
2 worked by all Settlement Class Members during the Class Period and multiplying the result by each
3 Settlement Class Member's Workweeks worked during the Class Period. (Original Agreement, ¶ 18.b;
4 Gold Decl., ¶ 17). Individual PAGA Payments are calculated by the Settlement Administrator by
5 dividing the amount of the PAGA Employees' 25% share of PAGA Amount (\$25,000.00) by the total
6 number of PAGA Workweeks worked by all PAGA Employees during the PAGA Period and
7 multiplying the result by each PAGA Employee's PAGA Workweeks worked during the PAGA
8 Period. (Original Agreement, ¶ 19; Gold Decl., ¶ 17)

9 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and and
10 eighty percent (80%) penalties and interest. (Original Agreement, ¶ 20; Gold Decl., ¶ 19). The portion
11 allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties and in
12 Original Agreement, ¶ 20; Gold Decl., ¶ 19). The Settlement Administrator will withhold the
13 employee's share of taxes and withholdings with respect to the wages portion of the Individual
14 Settlement Shares, and issue checks to Settlement Class Members for their net payment of their
15 Individual Settlement Share ("Individual Settlement Payment"). (Original Agreement, ¶¶ 10.r and 20;
16 Gold Decl., ¶ 19). Defendant will separately pay any and all employer payroll taxes owed on the
17 wages portion of the Individual Settlement Shares. (Original Agreement, ¶ 20; Gold Decl., ¶ 19).
18 Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will
19 be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Original
20 Agreement, ¶ 20; Gold Decl., ¶ 19).

21 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
22 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
23 thereafter, shall be canceled. (Original Agreement, ¶ 38; Gold Decl., ¶ 20). Any funds associated
24 with such canceled checks will be distributed by the Settlement Administrator to the State of
25 California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA
26 Employee. (Original Agreement, ¶ 38; Gold Decl., ¶ 20).

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28 ///

1 Upon the Effective Date and full funding of the Gross Settlement Amount and Employer Taxes
2 to the Settlement Administrator, Plaintiff and all Settlement Class Members will be deemed to have
3 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
4 Parties of any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
5 attorneys' fees, damages, or causes of action which were alleged or which could have been alleged
6 based on the factual allegations in the Operative Complaint, arising during the Class Period, under any
7 federal, state, or local law, and shall specifically include claims for Defendant's alleged failure to pay
8 overtime and minimum wages, provide compliant meal and rest periods and associated premium
9 payments, timely pay wages during employment and upon termination, provide complaint wage
10 statements, maintain complete and accurate payroll records, reimburse necessary business-related
11 expenses, and failure to comply with requests to inspect records in violation of California Labor Code
12 Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800,
13 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001,
14 and all claims for attorneys' fees and costs and statutory interest in connection therewith, California
15 Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for
16 statutory penalties, pertaining to the Class Members (collectively, "Released Class Claims").
17 (Original Agreement, ¶¶ 10.ee and 39).

18 Upon the Effective Date and full funding of the Gross Settlement Amount and Employer Taxes
19 to the Settlement Administrator, Plaintiff, the State of California with respect to all PAGA Employees,
20 and all PAGA Employees will be deemed to have fully, finally, and forever released, settled,
21 compromised, relinquished, and discharged the Released Parties of any and all claims arising from
22 any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties
23 under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*,
24 including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay
25 straight, overtime and minimum wages, provide compliant meal and rest periods and associated
26 premium payments, timely provide a copy of records, timely pay wages during employment and upon
27 termination, provide complaint wage statements, maintain complete and accurate payroll records,
28 reimburse necessary business-related expenses, and failure to comply with requests to inspect records

1 in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
2 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
3 including *inter alia*, Wage Order 4-2001 (collectively, “Released PAGA Claims”). (*Id.*, ¶¶ 10.ff and
4 40).

5 Upon the Effective Date and full funding of the Gross Settlement Amount and Employer Taxes
6 to the Settlement Administrator, Plaintiff, individually and on her own behalf, will be deemed to have
7 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
8 Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
9 attorneys’ fees, damages, or causes of action of any kind or nature whatsoever, known or unknown,
10 suspected or unsuspected, asserted or unasserted, which Plaintiff, at any time of execution of the
11 Settlement Agreement, had or claimed to have or may have, including but not limited to any and all
12 claims arising out of, relating to, or resulting from her employment and/or separation of employment
13 with the Released Parties, including any claims arising under any federal, state, or local law, statute,
14 ordinance, rule, or regulation or Executive Order relating to employment, including, but in no way
15 limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981;
16 the Americans with Disabilities Act; the Family and Medical Leave Act; the Employee Retirement
17 Income Security Act; the California Family Rights Act; the California Fair Employment and Housing
18 Act; all claims for wages or penalties under the Fair Labor Standards Act; all claims for wages or
19 penalties under the California Labor Code; Business and Professions Code sections 17200 *et seq.*; all
20 laws relating to violation of public policy, retaliation, or interference with legal rights; any and all
21 other employment or discrimination laws; whistleblower claims; any tort, fraud, or constitutional
22 claims; and any breach of contract claims or claims of promissory estoppel. (*Id.*, ¶ 41). It is agreed
23 that this is a general release and is to be broadly construed as a release of all claims, provided that,
24 notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that
25 cannot be released hereunder by law. (*Ibid.*). Plaintiff understands and expressly agrees that the
26 Settlement Agreement extends to claims that she has against Defendant, of whatever nature and kind,
27 known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising
28 from or attributable to an incident or event, occurring in whole or in part, on or before the execution

1 of the Settlement Agreement. (Ibid). Any and all rights granted under any state or federal law or
2 regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542
3 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. (Ibid). Section 1542 of the
4 California Civil Code reads as follows:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
6 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
7 THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
8 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
9 OR RELEASED PARTY. (Ibid).

10 The “Released Parties” means Defendant and its current and former officers, directors,
11 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. (*Id.*, ¶
12 10.gg).

13 IV. THE SETTLEMENT ADMINISTRATION PROCESS

14 ILYM has taken all necessary steps to effectuate the notice and settlement administration
15 process, as set forth in the Preliminary Approval Order.

16 On April 22, 2025, ILYM received the Court approved text for the Class Notice from Class
17 Counsel. (Snow Decl., ¶ 4).

18 On May 16, 2025, ILYM received the Class List data file from counsel for Defendant, which
19 contained the full name, last known mailing address, Social Security number, and workweek counts
20 during the Class Period. (*Id.*, ¶ 5). The Class List was uploaded to ILYM’s database and checked for
21 duplicates and other possible discrepancies. (Ibid). The Class List contained 821 individuals
22 identified as Class Members. (Ibid).

23 As part of the preparation for mailing, all 821 names and addresses contained in the Class List
24 were then processed against the National Change of Address (“NCOA”) database, maintained by the
25 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses
26 of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 6). The NCOA contains requested
27 change of addresses filed with the USPS. (Ibid). To the extent that an updated address was found in
28 the NCOA database, the updated address was used for the mailing of the Class Notice. (Ibid). To the

1 extent that no updated address was found in the NCOA database, the original address provided by
2 counsel for Defendant was used for the mailing of the Class Notice. (Ibid).

3 On May 27, 2025, the Class Notice was mailed, in both English and Spanish, via U.S. First
4 Class Mail, to all 821 individuals contained in the Class List. (*Id.*, ¶ 7). 38 Class Notices were returned
5 to ILYM as undeliverable. (*Id.*, ¶ 8). ILYM performed a computerized skip trace on the 38 returned
6 Class Notices that did not have a forwarding address in an effort to obtain an updated address for the
7 purpose of re-mailing the Class Notice. (Ibid). As a result of this skip trace, 32 updated addresses
8 were obtained and the Class Notices were promptly re-mailed to those Class Members, via U.S First
9 Class Mail. (Ibid). A total of 33 Class Notices were re-mailed as a result of ILYM’s skip tracing
10 efforts. (Ibid). A total of 5 Class Notices have been deemed undeliverable as no updated address was
11 found notwithstanding the skip tracing. (Ibid).

12 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
13 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute
14 (“Response Deadline”). (Original Agreement, ¶ 10.ii). The Response Deadline was July 11, 2025.
15 (Snow Decl., ¶¶ 9-11). The Settlement Administrator did not receive any Requests for Exclusion,
16 Notice of Objections, and/or Workweeks Disputes. (Ibid). There are a total of 821 Settlement Class
17 Members who worked 104,446 Workweeks during the Class Period and 572 PAGA Employees who
18 worked 43,414 PAGA Workweeks during the PAGA Period. (*Id.*, ¶¶ 12, 14, and 16).

19 The estimated average gross Individual Settlement Share is \$1,786.35, the estimated highest
20 gross Individual Settlement Share is \$3,750.28, and the estimated lowest gross Individual Settlement
21 Share is \$28.09; the estimated average Individual PAGA Payment is \$43.71, the estimated highest
22 Individual PAGA Payment is \$65.65, and the estimated lowest Individual PAGA Payment is \$1.15.
23 (*Id.*, ¶¶ 15 and 16).

24 **V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA**

25 On March 24, 2025, Class Counsel submitted a copy of the Settlement Agreement to the
26 LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2).
27 (Gold Decl., ¶ 21). The LWDA has not objected or otherwise responded to the submissions. (Ibid).

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1 **VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL**

2 **A. The Legal Standard for Final Approval**

3 Before granting final approval of a class action settlement, the Court must review the
4 settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48
5 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the
6 strength of the plaintiff’s case, the risk, expense, complexity and likely duration of further litigation,
7 the amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
8 the experience and views of counsel, and the reaction of the class members to the proposed settlement.
9 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801
10 [“The list of factors is not exhaustive and should be tailored to each case”]; *Officers for Justice v. Civil*
11 *Serv. Comm’n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, a presumption of fairness
12 exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and
13 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
14 in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245;
15 *Dunk*, 48 Cal.App.4th at 1802). “The settlement or fairness hearing is not to be turned into a trial or
16 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
17 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty
18 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
19 settlements.” (*Officers for Justice, supra*, 688 F.2d at 625).

20 **B. The Settlement Should be Finally Approved**

21 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
22 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
23 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
24 were at all times made at arm’s-length and were adversarial. (Gold Decl., ¶ 22). The Parties engaged
25 in extensive informal discovery prior to reaching a settlement at the mediation. (*Id.*, ¶ 23).

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1 **C. The Settlement is Fair and Reasonable**

2 Courts typically assess the status of discovery in determining whether a class action settlement
3 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
4 Defendant produced a random sampling of putative class members' time and pay data, as well as
5 information to determine the total number of putative class members and PAGA employees and the
6 total workweeks during the putative class and PAGA periods, Defendant's employee handbook, and
7 relevant wage and hour policies. (Gold Decl., ¶ 23). This allowed Class Counsel to conduct an
8 informed assessment and analysis of the strengths and weaknesses of the claims and the potential
9 class-wide damages. (Ibid). Plaintiff's investigation was sufficient to satisfy the criteria for court
10 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v.*
11 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

12 Based on the information exchanged, the Parties extensively researched evaluated, and briefed
13 issues regarding class certification and liability and provided their analyses to the Mediator who helped
14 the Parties debate the strengths and weakness of their respective positions. (Gold Decl., ¶ 24). At all
15 times, Plaintiff was willing and prepared to litigate this matter through class certification and trial if
16 the Parties had been unable to reach a favorable resolution. (Ibid). Additionally, settlement
17 negotiations were conducted by highly capable and experienced counsel. (Ibid). Class Counsel are
18 respected members of the California State Bar with strong records of vigorous and effective advocacy
19 and are experienced in handling complex wage and hour class action litigation. (Gold Decl., ¶ 33).
20 Accordingly, Class Counsel had sufficient information and experience to act intelligently in
21 negotiating the Settlement.

22 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
23 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
24 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
25 must consider "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of
26 further litigation, the risk of maintaining class action status through trial, the amount offered in
27 settlement, the extent of discovery completed and the stage of the proceedings, the experience and
28 views of counsel, the presence of a governmental participant, and the reaction of the class members to

1 the proposed settlement.” (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

2 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal
3 and factual grounds for defending the Actions. Based upon Class Counsel’s experience litigating
4 similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class
5 certification and the merits of the Actions absent a settlement.

6 Class Counsel were aware of Defendant’s defenses and arguments and have also taken into
7 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
8 inherent in such litigation, including those involved in class and/or representative adjudication. (Gold
9 Decl., ¶ 26). Plaintiff further recognizes the burdens of proof necessary to establish liability for the
10 claims asserted in the Actions, Defendant’s defenses, and the difficulties in establishing entitlement to
11 monetary recovery. (Ibid). Plaintiff has also considered the evaluations of the Mediator, who is
12 experienced and well-regarded in complex labor and employment matters. (Ibid).

13 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
14 with the claims alleged in the Actions, and further denies that class certification is appropriate for any
15 purpose other than the Settlement. (*Id.*, ¶ 27). Defendant proffered defenses to both certification and
16 to the merits of Plaintiff’s claims. (Ibid). Defendant claimed that all putative class members –
17 regardless of title – worked as “ministerial” employees and were therefore not subject to the
18 protections of California’s wage and hour laws. (Ibid). Defendant contended that Plaintiff’s claims
19 are not suitable for class certification because individual issues would predominate should this case
20 go to trial, particularly give the wide range of job titles and responsibilities across the putative class.
21 (Ibid). As with all class actions, these complex cases raise difficult management and proof issues and,
22 accordingly, there is a significant risk that the Court may deny class certification. (Ibid).

23 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
24 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
25 uncertain proposition. (*Id.*, ¶ 28). In order to prove liability and damages, Class Counsel would need
26 to request and analyze thousands of pages of documents, obtain the Class Members’ contact
27 information, contact them, and obtain declarations at great expense. (Ibid). Obtaining the cooperation
28 of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit

1 against a current employer. (Ibid). On the other hand, Defendant would likely be able to obtain the
2 cooperation of its employees. (Ibid). Moreover, even if Plaintiff prevailed at class certification and
3 trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

4 In light of the Parties' respective legal positions and the risks of continued litigation, the Gross
5 Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable.
6 (*Id.*, ¶ 29).

7 **VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**
8 **AND SHOULD BE APPROVED**

9 Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
10 \$865,628.75) for fees for the time spent litigating this matter and reimbursement of actual costs and
11 expenses totaling Nineteen Thousand Dollars and Zero Cents (\$19,000.00) incurred in the prosecution
12 of the Actions. (Gold Decl., ¶ 30). The requested fees and costs are fair compensation for undertaking
13 complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light
14 of the substantial benefits achieved by Class Counsel for the Class Members. (Ibid).

15 **A. Plaintiff's Fee Request of Thirty-Five Percent (35%) of the Gross**
16 **Settlement Amount is Proper Under the Common Fund Doctrine**

17 Courts have long recognized the "common fund" or "common benefit" doctrine, under which
18 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
19 costs to be paid out of the fund. (*See Serrano v. Priest* ("Serrano III") (1977) 20 Cal.3d 25, 34,
20 quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees'*
21 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995)
22 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*
23 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

24 The California Supreme Court has held that, "when a number of persons are entitled in
25 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
26 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys' fees
27 out of the fund." (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D'Amico*, 11 Cal.3d 1; *see also Boeing,*
28 *supra*, 444 U.S. at 478 ("[A] lawyer who recovers a common fund for the benefit of persons other than

1 himself or his client is entitled to a reasonable attorney's fee from the fund as a whole."); *Mills, supra*,
2 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
3 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
4 explains the common fund doctrine as follows:

5 Where the lawsuit results in the recovery of a fund or property benefiting
6 others as well as plaintiff (e.g., a class action), the court has inherent
7 equitable power to order plaintiffs attorney fees paid out of the common
fund or property [citations]. Such fee spreading assures that all of those
benefited by the litigation pay their fair share of obtaining the recovery.

8 The percentage-of-the-fund approach appears to be the preferred method of awarding fees in
9 traditional common fund cases, such as this case. Where the settlement amount is a "certain or easily
10 calculable sum of money," use of the percentage-of-the-fund method is appropriate. (*Serrano III*, 20
11 Cal. 3d at 35).

12 In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated:
13 "[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive
14 benefits may require those passive beneficiaries to bear a fair share of the litigation costs." Similarly,
15 in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme
16 Court recognized that the common benefit doctrine has been applied "consistently in California when
17 an action brought by one party creates a fund in which other persons are entitled to share."

18 Numerous appellate courts have similarly found. (*See e.g., Knoff v. City and County of San*
19 *Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a "contingent percentage" award of
20 attorneys' fees in a representative action as the proper exercise of the court's broad equitable powers);
21 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys' fees and expenses properly
22 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
23 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
24 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
25 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
26 in an inverse condemnation action)).

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1 The Supreme Court noted that several courts have expressed frustration with the alternative
2 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
3 often indecipherable time records. (*Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, 503; *see*
4 *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.*
5 (N.D. Cal 1989) 723 F. Supp. 1373, 1375). The percentage approach is preferable to the lodestar
6 because: (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient
7 resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it
8 reduces the demands on judicial resources. (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79).

9 A fee of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$865,628.75) is easily
10 within the range of reasonableness. Historically, courts have awarded percentage fees in the range of
11 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F.
12 Supp. at 1378). According to Professor Newberg: “No general rule can be articulated on what is a
13 reasonable percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a
14 reasonable fee award from a common fund, in order to assure that fees do not consume a
15 disproportionate part of the recovery obtained for the class, though somewhat larger percentages are
16 not unprecedented.” (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel’s requested fee is
17 reasonable and falls well within the historical range of attorney’s fee awards under the common fund
18 theory. Based on Class Counsel’s showing of reasonableness, the Court should approve the requested
19 fees pursuant to the common fund approach.

20 **B. The Circumstances of this Case Support a Thirty-Five Percent (35%) Fee**
21 **Award**

22 Given the significant results achieved under the circumstances of this litigation, the requested
23 fee award is reasonable. As discussed in *Sumitomo Copper Litigation, supra*, 74 F. Supp. 2d at 396:

24 No one expects a lawyer whose compensation is contingent on the
25 success of his services to charge, when successful, as little as he
26 would charge a client who in advance of the litigation has agreed to
27 pay for his services, regardless of success. Nor, particularly in
28 complicated cases producing large recoveries, is it just to make a fee
depend solely on the reasonable amount of time expended.

In that vein, this Court should consider the contingent nature of this case, the uncertainty of
the outcome, the quality of the counsel, and the preclusion from other employment.

1 **C. The Contingent Nature of This Matter**

2 From the outset of the Actions to the present, prosecution of this matter has involved significant
3 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
4 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
5 matter with no guarantee of success. The risks of this matter are apparent in that class certification
6 would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
7 cases such as this. Moreover, even if class certification were granted over Defendant's opposition,
8 there was no assurance that Plaintiff would succeed at trial. (Gold Decl., ¶¶ 26-28). Despite such
9 challenges, Class Counsel was able to persuade Defendant that it faced significant liability exposure
10 such that it was willing to pay \$2,473,225.00 to settle the Class Members' claims.

11 **D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation**

12 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
13 including litigation involving the legal issues in this matter. (*Id.*, ¶ 33). Class Counsel's skill in
14 developing a factual record and convincing Defendant of its litigation exposure under California law
15 was essential to achieving the Settlement. Through its skill and reputation, Class Counsel was able to
16 obtain a settlement that provides an outstanding result for Class Members. (*See generally* Gold Decl.).

17 **E. The Results Achieved**

18 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
19 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
20 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
21 which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class
22 Members will be paid, on average, approximately \$1,786.35 each, which is intended to compensate
23 them for the alleged wage and hour violations they suffered during their employment. (Gold Decl., ¶
24 18). This is a significant benefit for the Settlement Class Members here as it represents a recovery for
25 highly disputed claims. Equally important is the fact that the State of California will receive
26 \$75,000.00 for enforcement of labor laws and education of employers. (*Id.*, ¶ 40).

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1 Furthermore, the efficiency with which this litigation was conducted and resolved should be
2 rewarded. After preparing and investigating the matter prior to filing the Actions, Class Counsel
3 strongly litigated and then resolved the cases in an efficient manner. The Class Members will directly
4 benefit from the prompt and fair resolution of their claims. They will be receiving a significant award
5 in a relatively short period of time, as opposed to waiting years to recover some undetermined amount
6 if they succeeded at trial, which is an uncertainty in itself.

7 **F. Preclusion of Other Employment**

8 As California law recognizes, Class Counsel's commitment to this litigation should not be
9 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
10 attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See*
11 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
12 additional work that was available, and which Class Counsel had to forego in order to devote the time
13 necessary to pursue this litigation. (Gold Decl., ¶ 32).

14 **G. The Requested Fees Are Also Justified Under the Lodestar Method**

15 Fee calculations under the lodestar method would result in a similar award, demonstrating the
16 fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is
17 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
18 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
19 various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel's hourly rates are summarized
20 in the Gold Decl. at ¶¶ 33-34.

21 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the
22 relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Gold Decl.,
23 ¶ 34). As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis
24 for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up
25 contingency fee (with the percentage increasing from one third to forty-five – and sometimes even
26 fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to
27 trial). (*Ibid*). Therefore, there is no customary hourly billing rate for work that is routinely based on
28 a contingent fee relationship, but the nature of class action work should be strongly considered by the

1 Court. (Ibid). Wage and hour work presents a specialized and challenging area of law that is not
2 within the knowledge of many lawyers. (Ibid). This kind of class action work requires specialized
3 learning and the willingness to take large risks. (Ibid).

4 Class Counsel has spent approximately 964.20 total hours litigating these claims to date.¹ (*Id.*,
5 ¶ 35). Class Counsel expects to spend another 10 hours in connection with the final approval process
6 (including preparing for and attending the Final Approval Hearing, and managing the Settlement
7 through its conclusion, including anticipated communications with defense counsel, the Settlement
8 Administrator, our client, and Class Members). (*Id.*, ¶ 35). In addition to time spent during litigation,
9 reasonable hours also include the time spent before the Actions were filed, including time spent
10 interviewing the client, investigating the facts and the law, preparing the initial pleadings, as well as
11 litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award should
12 include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982) 32
13 Cal.3d 621, 639 ("*Serrano IV*"). Based on the rates of Class Counsel, the total fees incurred to date
14 are \$849,897. (Gold Decl., ¶ 34). By the conclusion of this matter, the total fees are estimated to be
15 approximately \$856,847. (*Id.*, ¶ 35).

16 In cases where a common fund analysis is not used, once the court establishes the lodestar
17 amount, it should adjust the fee award by a multiplier in order to make an appropriate fee award.
18 (*Serrano III, supra*, 20 Cal.3d at 48). In applying the multiplier, *Newberg on Class Actions* states that
19 "[m]ultiples ranging from one to four frequently are awarded in common fund cases when the lodestar
20 method is applied. A large common fund award may warrant an even larger multiplier." (4 *Newberg*
21 *on Class Actions* 4th (4th ed. 2002) § 14.6). If the class members paid the fees that the market would
22 bear, they would pay a fee of anywhere from one-third to forty-five percent of any recovery. Since
23 this is the market rate, the lodestar calculation should be enhanced to reflect what the class members
24 would pay on the open market. (*Lealao, supra*, 82 Cal.App.4th at 47-48).

26 ¹ In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in
27 California to support a fee application. The court held: "Testimony of an attorney as to the number of hours worked on a
28 particular case is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records."
Id. There is no need to attach the voluminous invoices prepared in a case as a basis for an award of fees and costs. *Id.*
Through Class Counsel's declaration in support of this application, however, Plaintiff presents a thorough breakdown of
the hours spent and costs incurred in prosecuting this class action. Pursuant to *Martino, supra*, this presentation is sufficient
to support the amount requested.

1 In *Lealao*, the court held that trial courts should award lodestar fees by examining the
2 percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 & 53). The
3 court indicated that this is an upward adjustment and should be akin to a contingency fee recovery;
4 the court stated, “[a]n adjustment reflecting the amount of the class recovery is not significantly
5 different from an adjustment reflecting a percentage of that amount; and California courts have
6 evaluated a lodestar as a percentage of the benefit.” (*Id.* at 46). The *Lealao* method appears
7 particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and
8 the class action clients do not expect to pay an hourly fee.

9 The rationale of *Lealao* comports with the purpose of the multiplier. The multiplier is
10 “primarily to compensate the attorney for the prevailing party at a rate reflecting the risk of
11 nonpayment in contingency cases.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138). The *Lealao*
12 court reasoned:

13 Given the unique reliance of our legal system on private litigants to enforce
14 substantive provisions of law through class and derivative actions, attorneys
15 providing the essential enforcement services must be provided incentives
16 roughly comparable to those negotiated in the private bargaining that takes
17 place in the legal marketplace, as it will otherwise be economic for
defendants to increase injurious behavior. It has therefore been urged (most
persistently by Judge Richard Posner) that in defining a reasonable fee in
such representative actions, the law should mimic the market.

18 In the class action context, that would mean attempting to award the fee that
19 informed private bargaining, if it were truly possible, might have reached.
20 The simplest way for the law to duplicate the bargain that informed parties
would reach if agency costs were low is to look to fee award levels in actions
brought by sophisticated private parties under the same or comparable
statutes.

21 (*Lealao*, 82 Cal.App.4th at 47-48 (internal citations and quotations omitted)). The court added:

22 [T]rial judges need the flexibility *Serrano III* provides, as it enables them to
23 relate fee awards to the economic realities that determine the efficacy of the
private enforcement contemplated by our civil justice system.

24 Accordingly, we hold that, in cases in which the value of the class recovery
25 can be monetized with a reasonable degree of certainty and it is not
otherwise inappropriate, a trial court has discretion to adjust the basic
26 lodestar through the application of a positive or negative multiplier where
necessary to ensure that the fee awarded is within the range of fees freely
negotiated in the legal marketplace in comparable litigation.

27 (*Id.* at 49-50).

28 ///

1 In looking at similar cases, including those set forth above, Class Counsel's requested fee
2 comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the
3 collective hours worked in this matter, the requested fee award would represent a modest multiplier of
4 1.02 of the current total fee lodestar. In this regard, Class Counsel's fee request is reasonable.

5 **H. No Class Member Objected to the Requested Attorneys' Fee Award**

6 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
7 clearly disclosed to each Class Member in the Court-approved Class Notice. (Gold Decl., ¶ 37; *See*
8 *also*, Snow Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to the
9 request for attorneys' fees. (Snow Decl., ¶ 10). It is fair to conclude that the Class approves of/does
10 not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's request for
11 thirty-five percent (35%) of the Gross Settlement Amount, equaling Eight Hundred Sixty-Five
12 Thousand Six Hundred Twenty-Eight Dollars and Seventy-Five Cents (\$865,628.75), should be
13 granted.

14 **I. Plaintiff's Cost Request is Reasonable**

15 Class Counsel seeks reimbursement of a total amount of Nineteen Thousand Dollars and Zero
16 Cents (\$19,000.00) in costs and expenses in this matter, which includes reasonable future costs for
17 filing the Motion. (Gold Decl., ¶ 36 and Exh. 5). All costs and expenses were reasonably incurred in
18 prosecution of this matter.

19 **VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS**
20 **REASONABLE**

21 The named Plaintiff should be awarded an Enhancement Payment in the amount of Ten
22 Thousand Dollars and Zero Cents (\$10,000.00) for her services as the Class Representative and the
23 risks in connection with that role. (*Id.*, ¶ 38). Enhancement awards in wage and hour cases typically
24 range from \$5,000.00 to \$20,000.00, although some awards are higher. (*Ibid.*). Often, multiple class
25 representatives receive awards in the above range. (*See e.g., Munoz v. BCI Coca-Cola Bottling Co. of*
26 *Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of \$10,000.00 per
27 named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Thornton*
28 *v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) ["We also think there is something to
be said for rewarding those drivers who protect and help to bring rights to a group of employees who

1 have been the victims of discrimination.”]). Here, the requested Enhancement Payment is modest,
2 reasonable, and should be approved.

3 Plaintiff’s actions establish that: (1) she sought to protect the interests of the Class above her
4 own personal interests; (2) the Settlement Class Members will be benefitted from her actions by
5 receiving a payment without having to do anything; and (3) Plaintiff has put forth a significant amount
6 of time and effort pursuing the litigation and seeing it through to resolution. (*See, generally, Estrada*
7 *Decl.; see also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804
8 (discussing the criteria for determining class representative enhancement awards in concluding that a
9 requested award of \$25,000 for two class representatives was too high)).

10 The requested award for Plaintiff is also reasonable given the financial and personal risk she
11 took in commencing the Actions, and in light of the benefits that her actions have conferred upon the
12 Class. (*Estrada Decl., ¶ 7; See also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp.
13 294, 299-300). Additionally, in considering a requested class representative enhancement award,
14 courts take into consideration a plaintiff’s reasonable fear of retaliation. (*Staton v. Boeing Co.* (9th
15 Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend
16 little effort to discover Plaintiff brought the lawsuit – and based thereon, decline to offer Plaintiff
17 employment.

18 In sum, Plaintiff has performed considerable services on behalf of the Class during the
19 litigation. (*See, generally, Estrada Decl.*). Class Counsel cannot understate the importance of the role
20 of an employee who is willing to search out an attorney and step forward to assume the risk of litigation
21 and retaliation in order to represent a class and put the interests of the class before their own interests.
22 Plaintiff has understood that this is a class action where she is serving as the Class Representative and
23 must protect the Class Members’ interests. (*Id.*, ¶ 10). Plaintiff was the catalyst to the benefit reached
24 for the Class Members, and has actively protected the Class Members’ interests during the pendency
25 of this matter and will continue to do so even if the case was required to go to trial. (*Ibid.*). Plaintiff
26 spent numerous hours participating in this matter by searching for an attorney, communicating with
27 her attorneys on numerous occasions, searching for and producing relevant documents related to her
28 employment, responding to her attorneys’ inquiries, reviewing the settlement documents, and

1 approving the Settlement on behalf of all Class Members. (*See*, generally, Estrada Decl.).

2 In contrast, without having to take on any of the risk incurred by Plaintiff or time spent by
3 Plaintiff in litigating this matter, Settlement Class Members will automatically be issued a payment
4 for their claims. It appears that the Settlement Class Members recognize this enhancement was
5 justified because since the time the Class received notice of the requested Enhancement Payment, no
6 one has objected to the request. Thus, the Enhancement Payment to Plaintiff is warranted to
7 compensate her for her time and effort, the fear and stress associated with assuming the responsibility
8 of serving as the Class Representative, and the concrete risks she assumed as the Class Representative.

9 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
10 **REASONABLE**

11 In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved,
12 Settlement Administration Costs not to exceed Twelve Thousand Dollars and Zero Cents
13 (\$12,000.00). (Gold Decl., ¶ 39). ILYM Group, Inc. is the approved Settlement Administrator. (Ibid).
14 It is an experienced class administrator and has adequately performed the administration tasks required
15 by the Preliminary Approval Order. ILYM's *actual* costs to administer the Settlement are indeed
16 Eleven Thousand Five Hundred Fifty Dollars and Zero Cents (\$11,550.00). (Snow Decl., ¶ 17 and
17 Exh. B). Based thereon, the requested costs should be approved.

18 **X. THE PROPOSED LWDA ALLOCATION IS REASONABLE**

19 Pursuant to California Labor Code Section 2699(1), the Superior Court shall review and
20 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
21 § 2699(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
22 should be approved. As part of the Settlement, Defendant has agreed to pay One Hundred Thousand
23 Dollars and Zero Cents (\$100,000.00) to settle the claims of the PAGA Employees brought pursuant
24 to PAGA, of which the payment of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) (75%
25 of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes. (Gold
26 Decl., ¶ 40).

27 It is extremely common in approved wage and hour class action cases that settle that only a
28 small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to
class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)

2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations. (Gold Decl., ¶ 41).

XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE

California law vests the Court with broad discretion in fashioning an appropriate notice program. (See California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74). To protect the rights of absent class members, the parties must provide class members with the best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections"]). The content and method of the notice should be designed to apprise the class members of the terms of the proposed settlement and of the class members' rights regarding the settlement. (See *Mullane, supra*, 339 U.S. at 314; *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323 F. Supp. 364, 378).

1 The Class Notice approved by the Court met these requirements: it identified the Parties and
2 described the Actions, the Class, the Gross Settlement Amount, the proposed method for distribution
3 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to
4 Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees
5 and Costs to Class Counsel. (Gold Decl., ¶ 42; *see also* Snow Decl., Exh. A thereto). The Class
6 Notice described the proposed Settlement with enough specificity to allow each Class Member to
7 make an informed choice whether to accept and participate in it. (Ibid). It also explained how and
8 when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class
9 Notice provided the date for the hearing on final approval of the Settlement and informed Class
10 Members how to obtain additional information about the Settlement. (Ibid).

11 XII. CONCLUSION

12 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
13 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
14 attorneys' fees to Class Counsel of \$865,628.75; (2) the requested reimbursement of actual costs and
15 expenses to Class Counsel of \$19,000.00; (3) the requested Enhancement Payment to Plaintiff of
16 \$10,000.00; and (4) the requested Settlement Administration Costs to the Settlement Administrator of
17 \$11,550.00; and permit the filing of a memorandum that exceeds the page limit.

18 Respectfully submitted,

19 Dated: July 15, 2025

BLACKSTONE LAW, APC

20 By: 
21 Karen I. Gold
22 Attorneys for Plaintiff Cecilia Estrada
23 and the Class
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