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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

TAIREN WALKER, an individual on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

GSF PROPERTIES, INC., a California
corporation; PACIFIC PINES, an entity of
unknown origin; and DOES 1 through 50,
inclusive,

Defendants.

Case No. BCV-24-100950

Honorable Thomas S. Clark
Department 17

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

Date: May 20, 2026
Time: 8:30 a.m.
Dept: 17
Address: 1415 Truxton Ave.
Bakersfield, CA 93301

Complaint Filed: March 15, 2024
FAC Filed: May 20, 2024
SAC Filed: October 16, 2025
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on **May 20, 2026 at 8:30 a.m.** in Department 17 of the
3 above-captioned Court located at 1415 Truxton Avenue, Bakersfield, California 93301, pursuant to
4 California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and
5 California Labor Code section 2699(l), Plaintiffs Laila Droubi and Tairen Walker (together,
6 “Plaintiffs”) will and hereby do move the Court for an Order granting final approval of the proposed
7 class action and Labor Code Private Attorneys General Act of 2004, California Labor Code sections
8 2698, *et seq.* (“PAGA”) settlement between Plaintiffs and Defendant GSF Properties, Inc.
9 (“Defendant”).

10 Plaintiffs request that the Court enter an Order:

- 11 1. Granting final approval of the class action and PAGA settlement;
- 12 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
13 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement (“Settlement
14 Agreement” or “Settlement”), including payment by Defendant of the Gross Settlement Amount of
15 One Million Four Hundred Thousand Dollars and Zero Cents (\$1,400,000.00) equal to the amounts to
16 pay (1) the Settlement Class Members and PAGA Employees pursuant to the terms of the Settlement;
17 (2) the Court-approved Attorneys’ Fees and Costs; (3) the Court-approved Enhancement Payments;
18 (4) the Court-approved Settlement Administration Costs; and (5) the Court-approved payment to the
19 California Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA;
- 20 3. Approving Class Counsel’s request for thirty-five percent (35%) of the Gross
21 Settlement Amount, i.e., Four Hundred Ninety Thousand Dollars and Zero Cents (\$490,000.00) in
22 attorneys’ fees, plus reimbursement of actual costs and expenses in the amount of Thirty-One
23 Thousand Three Hundred Seventy-Three Dollars and Seventy-Eight Cents (\$31,373.78);
- 24 4. Approving the Enhancement Payments to Plaintiffs in the aggregate amount of Twenty
25 Thousand Dollars and Zero Cents (\$20,000.00) in recognition of their services to the Class Members;
- 26 5. Approving the Settlement Administration Costs to ILYM Group, Inc. in the amount of
27 Ten Thousand Seven Hundred Fifty Dollars and Zero Cents (\$10,750.00); and

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8. Approving Sixty-Seven Thousand Five Hundred Dollars and Zero Cents (\$67,500.00) to be paid to the LWDA as seventy-five percent (75%) of the Ninety Thousand Dollars and Zero Cents (\$90,000.00) 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 (Alexandra Rose and Enoch J. Kim), the Class Representatives (Laila Droubi and Tairen Walker), and the Settlement Administrator (Nicole Bench 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: April 28, 2026

BLACKSTONE LAW, APC

By: Alexandra Rose
Attorneys for Plaintiff Laila Droubi
and the Class

Dated: April 28, 2026

D.LAW, INC.

By: /s/ Antonia McKee
 Antonia McKee
 Attorneys for Plaintiff Tairen Walker
 and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Laila Droubi (“Plaintiff Droubi”) and Tairen Walker (“Plaintiff Walker”) (together
4 “Plaintiffs” or “Class Representatives”) seeks final approval of the class action settlement reached
5 with Defendant GSF Properties, Inc. (“Defendant”). Subject to Court approval, Plaintiffs and
6 Defendant (collectively, the “Parties”) have settled the Released Class Claims and Released PAGA
7 Claims as defined in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement
8 Agreement” or “Settlement”) for a total amount of One Million Four Hundred Thousand Dollars and
9 Zero Cents (\$1,400,000.00) (“Gross Settlement Amount”). (See Declaration of Alexandra Rose in
10 Support of Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’
11 Fees and Costs, Enhancement Payments, and Settlement Administration Costs [“Rose Decl.”], ¶ 13,
12 Exh. 1).

13 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
14 current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State
15 of California at any time during the Class Period” (“Class” or “Class Members”). (Settlement
16 Agreement, ¶ 11.b; Rose Decl., ¶ 11). The “Class Period” is defined as the period from December 13,
17 2019 through April 12, 2025. (Settlement Agreement, ¶ 11.f; Rose Decl., ¶ 11). The “Settlement
18 Class Members” consist of all Class Members who did not submit a timely and valid Request for
19 Exclusion. (Settlement Agreement, ¶ 11.mm; Rose Decl., ¶ 11). The “PAGA Employees” consist of
20 “all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the
21 State of California at any time during the PAGA Period.” (Settlement Agreement, ¶ 11.y; Rose Decl.,
22 ¶ 11). The “PAGA Period” is defined as the period from March 15, 2023 through December 17, 2025.
23 (Settlement Agreement, ¶ 11.aa; Rose Decl., ¶ 11).

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. (Rose Decl., Exh. 1; See
26 also, *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor*
27 *Company* (1996) 48 Cal.App.4th 1794, 180 l). The response of the Class to the Settlement confirms
28 that final settlement approval is appropriate. *There have been no objections to or requests to opt-out*

1 from the Class Settlement. (Declaration of Nicole Bench of ILYM Group, Inc. Regarding Notice and
2 Settlement Administration [“ILYM Decl.”], ¶¶ 11 and 12).

3 Because the Settlement achieves outstanding results for the Settlement Class Members, the
4 PAGA Employees, and the State of California, Plaintiffs respectfully request, 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 Plaintiffs seek the Court’s approval of an attorneys’ fee award of thirty-five percent (35%) of
8 the Gross Settlement Amount, equaling Four Hundred Ninety Thousand Dollars and Zero Cents
9 (\$490,000.00), plus reimbursement of actual litigation costs and expenses in the amount of Thirty-One
10 Thousand Three Hundred Seventy-Three Dollars and Seventy-Eight Cents (\$31,373.78) (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 Plaintiffs also request the Court’s approval of the amounts to be paid to Plaintiffs in the
16 amounts of Ten Thousand Dollars and Zero Cents (\$10,000.00) each (total, \$20,000.00)
17 (“Enhancement Payments”) for their services on behalf of the Class. These amounts proposed to be
18 awarded to Plaintiffs are fair and reasonable for the reasons Plaintiffs provided in their declarations.
19 (*See Declaration of Plaintiff Laila Droubi in Support of Motion for Final Approval of Class Action*
20 *and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and Settlement*
21 *Administration Costs [“Droubi Decl.”] and Declaration of Plaintiff Tairen Walker in Support of*
22 *Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs,*
23 *Enhancement Payments, and Settlement Administration Costs [“Walker Decl.”] filed concurrently*
24 *herewith*). Courts approve incentive awards to plaintiffs when justified and appropriate to compensate
25 plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Richfield Co.*
26 (N.D. Cal. 1995) 901 F. Supp. 294, 299).

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1 Finally, Plaintiffs request that the Court approve the payment of Ten Thousand Seven Hundred
2 Fifty Dollars and Zero Cents (\$10,750.00) (“Settlement Administration Costs”) to ILYM Group, Inc.
3 (“ILYM” or “Settlement Administrator”) as compensation for its administration services it has and
4 will provide in connection with the Settlement. (*See, generally*, ILYM Decl.).

5 In order to efficiently present the Court with adequate information to determine whether to
6 grant final approval of the Settlement and award the Attorneys’ Fees and Costs, Enhancement
7 Payments, and Settlement Administration Costs, Plaintiffs also move for an order permitting the filing
8 of this single consolidated memorandum, although it exceeds the page limit established by California
9 Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

10 II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

11 Defendant provides property management services for apartment complexes throughout the
12 Central Valley. Plaintiff Droubi was employed by Defendant as an hourly-paid, non-exempt Leasing
13 Agent and Resident Manager from approximately June 2020 to approximately November 2020.
14 (Droubi Decl., ¶ 2). Plaintiff Walker was employed by Defendant as an hourly-paid, non-exempt
15 employee from approximately September 2021 to approximately October 2023. (Walker Decl., ¶ 2).

16 On December 13, 2023, Plaintiff Droubi filed a Class Action Complaint for Damages in the
17 action entitled *Laila Droubi v. GSF Properties, Inc.*, San Joaquin County Superior Court Case No.
18 STK-CV-UOE-2023-0013484 (“Droubi Action”), thereby commencing a putative class action against
19 Defendant. (Rose Decl., ¶ 2).

20 On March 15, 2024, Plaintiff Walker filed a Class Action Complaint in the action entitled
21 *Tairen Walker v. GSF Properties, Inc., et al.*, Kern County Superior Court Case No. BCV-24-100950
22 (“Action” or “Walker Action”), thereby commencing a putative class action against Defendant and
23 Pacific Pines. (*Id.*, ¶ 3).

24 On March 15, 2024, Plaintiff Walker provided written notice to the California Labor and
25 Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified
26 Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California
27 Labor Code alleged to have been violated by Defendant (“PAGA Letter”). (*Id.*, ¶ 4).

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1 On May 20, 2024, Plaintiff Walker filed a First Amended Class Action Complaint in the
2 Action, which added a cause of action under the California Labor Code Private Attorney General Act
3 of 2004 (“PAGA”) against Defendant. (*Id.*, ¶ 5).

4 On November 5, 2024, the Parties participated in a formal mediation conducted by Francis J.
5 Ortman III (“Mediator”), a neutral and respected mediator with extensive experience in complex wage
6 and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to reach
7 an agreement to resolve this dispute on a class and representative basis. (*Id.*, ¶ 6). The Parties then
8 worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (*Ibid.*).

9 On October 16, 2025, Plaintiffs filed a Second Amended Class Action Complaint (“Operative
10 Complaint”) in the Action, which added Plaintiff Droubi as a named plaintiff and consolidates the
11 claims in both the Droubi Action and Walker Action. (*Id.*, ¶ 7). The Operative Complaint alleges
12 fourteen (14) causes of action for violations of the California Labor Code for failure to pay minimum
13 wages, failure to pay overtime wages, failure to provide compliant meal periods and premium
14 payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu
15 thereof, failure to pay reporting time pay, failure to timely pay wages during employment, failure to
16 provide compliant wage statements, failure to timely pay wages upon termination, failure to pay
17 vacation wages, failure to pay earned wages, failure to keep required payroll records, and failure to
18 reimburse necessary business expenses, for violations of California Business & Professions Code
19 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
20 penalties under PAGA based on the aforementioned California Labor Code violations. (*Ibid.*).

21 On October 21, 2025, the Parties executed the Settlement Agreement. (*Id.*, ¶ 8 and Exh. 1).

22 On October 28, 2025, pursuant to the request of Plaintiff Droubi, the Droubi Action was
23 dismissed without prejudice. (*Id.*, ¶ 9).

24 On November 20, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action
25 and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. (*Id.*, ¶ 10).
26 On December 17, 2025, the Court entered the Order Granting Preliminary Approval of Class Action
27 and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of
28 the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed

1 administration procedures and associated deadlines. (*Id.*, ¶ 10 and Exh. 2).

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

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

9 The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
10 Complaint for a non-reversionary Gross Settlement Amount of One Million Four Hundred Thousand
11 Dollars and Zero Cents (\$1,400,000.00), which is exclusive of employer-side payroll taxes.
12 (Settlement Agreement, ¶ 11.q; Rose Decl., ¶ 13). The Gross Settlement Amount includes: (1) Class
13 Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling
14 Four Hundred Ninety Thousand Dollars and Zero Cents (\$490,000.00); (2) Class Counsel’s actual
15 litigation costs and expenses, in the amount of Thirty-One Thousand Three Hundred Seventy-Three
16 Dollars and Seventy-Eight Cents (\$31,373.78); (3) Settlement Administration Costs in the amount of
17 Ten Thousand Seven Hundred Fifty Dollars and Zero Cents (\$10,750.00); (4) Enhancement Payments
18 in the aggregate amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00); and (5) PAGA
19 Amount in the amount of Ninety Thousand Dollars and Zero Cents (\$90,000.00). (Settlement
20 Agreement, ¶¶ 11.q, 15.a, 15.b, 15.c, and 15.d; Rose Decl., ¶ 13). After the above Court-approved
21 amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share
22 in a Net Settlement Amount of approximately Seven Hundred Fifty-Seven Thousand Eight Hundred
23 Seventy-Six Dollars and Twenty-Two Cents (\$757,876.22). (Settlement Agreement, ¶ 11.v; Rose
24 Decl., ¶ 13).

25 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
26 to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor
27 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share
28 of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”). (Settlement

1 Agreement, ¶¶ 11.r and 11.t; Rose Decl., ¶ 14). Individual Settlement Shares are calculated by the
2 Settlement Administrator by dividing the Net Settlement Amount by the total number of weeks worked
3 by all Settlement Class Members for Defendant as hourly-paid and/or non-exempt employees in
4 California during the Class Period (“Workweeks”) and multiplying the result by each Settlement Class
5 Member’s Workweeks worked during the Class Period. (Settlement Agreement, ¶¶ 11.nn and 16.b;
6 Rose Decl., ¶ 14). Individual PAGA Payments are calculated by the Settlement Administrator by
7 dividing the amount of the PAGA Employees’ 25% share of PAGA Amount (\$22,500.00) by the total
8 number of pay periods worked by all PAGA Employees for Defendant as hourly-paid and/or non-
9 exempt employees during the PAGA Period (“Pay Periods”) and multiplying the result by each PAGA
10 Employee’s Pay Periods worked during the PAGA Period. (Settlement Agreement, ¶ 11.cc and 17;
11 Rose Decl., ¶ 14)

12 Each Individual Settlement Share will be allocated as ten percent (10%) wages (“Wage
13 Portion”), five percent (5%) reimbursement, and eighty-five percent (85%) in consideration for the
14 release and for interest and penalties (together, “Non-Wage Portion”). (Settlement Agreement, ¶ 18;
15 Rose Decl., ¶ 16). The Wage Portion will be reported on an IRS Form W-2 and the Non-Wage Portion
16 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement
17 Agreement, ¶ 18; Rose Decl., ¶ 16). The Settlement Administrator will withhold the employee’s share
18 of taxes and withholdings with respect to the Wage Portion of the Individual Settlement Shares, and
19 issue checks to Settlement Class Members for their net payment of their Individual Settlement Share
20 (“Individual Settlement Payment”). (Settlement Agreement, ¶¶ 11.s and 18; Rose Decl., ¶ 16). The
21 employer’s share of taxes and contributions in connection with the wages portion of Individual
22 Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement
23 Amount. (Settlement Agreement, ¶¶ 11.l and 18; Rose Decl., ¶ 16). Each Individual PAGA Payment
24 will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099
25 (if applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 18; Rose Decl., ¶ 16).

26 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
27 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
28 thereafter, shall be canceled. (Settlement Agreement, ¶ 37; Rose Decl., ¶ 17). Any funds associated

1 with such canceled checks will be distributed by the Settlement Administrator to the State of
2 California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA
3 Employee. (Settlement Agreement, ¶ 37; Rose Decl., ¶ 17).

4 Upon the Effective Date and full funding of the Gross Settlement Amount, the Settlement Class
5 Members will be deemed to have fully, finally, and forever released, settled, compromised,
6 relinquished, and discharged the Released Parties of any and all claims which were alleged or which
7 could have been reasonably alleged based on the factual allegations in the Operative Complaint,
8 arising during the Class Period (collectively, "Released Class Claims"). (Settlement Agreement, ¶¶
9 11.ff and 38). This shall include, but not be limited to, claims for Defendant's alleged failure to pay
10 overtime and minimum wages, provide compliant meal and rest periods and associated premium
11 payments, pay reporting time pay, pay vacation wages, pay earned wages, timely pay wages during
12 employment and upon termination, provide accurate wage statements, keep required payroll records,
13 and reimburse necessary business-related expenses in violation of California Labor Code Sections
14 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 248, 510, 512, 558, 558.1, 1171, 1174, 1174.5,
15 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, the applicable Industrial
16 Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et*
17 *seq.* (*Id.*, ¶ 11.ff). The Parties acknowledge that there are FLSA provisions that are direct federal law
18 counterparts that meet this definition. (*Id.*, ¶ 38). By virtue of this release, any claims under the
19 FLSA that are predicated on the Released Class Claims are subject to res judicata pursuant to
20 applicable law including but not limited to *Rangel v. PLS Check Cashers of California Inc.*, 899 F.3d
21 1106 (9th Cir. 2018) and therefore cannot be asserted in a future action. (*Ibid.*).

22 Upon the Effective Date and full funding of the Gross Settlement Amount, the State of
23 California with respect to all PAGA Employees and all PAGA Employees will be deemed to have
24 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
25 Parties of any and all claims arising from any of the factual allegations in the PAGA Letter and the
26 Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys
27 General Act of 2004, California Labor Code Sections 2698 *et seq.* (collectively, "Released PAGA
28 Claims"). (Settlement Agreement, ¶¶ 11.ff and 39). This shall include, but not be limited to, claims

1 for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest
2 periods and associated premium payments, pay reporting time pay, pay vacation wages, pay earned
3 wages, timely pay wages during employment and upon termination, provide compliant wage
4 statements, keep required payroll records, and reimburse necessary business-related expenses in
5 violation of California Labor Code Sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 248,
6 510, 512, 558, 558.1, 1174, 1174.5, 1182.2, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and
7 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and
8 Professions Code sections 17200, *et seq.* (*Id.*, ¶ 11.ff).

9 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
10 individually and on their own behalf and their respective former and present spouses, representatives,
11 agents, attorneys, heirs, administrators, successors, assigns, assignors, grantees, devisees, trustees, or
12 any other entities in which they may have an interest ("Plaintiffs' Releasors"), expressly agree to
13 release and discharge Defendant and Released Parties from all liabilities, causes of actions, charges,
14 complaints, suits, claims, obligations, costs, losses, damages, liquidated damages, punitive damages,
15 equitable relief, restitution, declaratory relief, interest, rights, judgments, attorneys' fees and costs,
16 expenses, bonds, bills, penalties, fines, and all other legal responsibilities of any form whatsoever
17 whether known or unknown, whether suspected or unsuspected, whether fixed or contingent, including
18 but not limited to those arising from any acts or omissions occurring up to the date of the Parties'
19 execution of the Settlement Agreement by Defendant and Released Parties, including those arising
20 under any theory of law, whether common, contractual, constitutional, statutory or other of any
21 jurisdiction, foreign or domestic, whether known or unknown, whether in law or in equity, which
22 Plaintiffs had or may claim to have had against any of them by reason of any and all matters from the
23 beginning of time to the date of the Parties' execution of the Settlement Agreement including, but not
24 limited to, those arising out of their past employment with, compensation during, and/or separation
25 from their employment with Defendant ("Plaintiffs' Release"). (*Id.*, ¶ 40). The Plaintiffs' Release
26 includes claims under all applicable federal, state, and local laws including, but not limited to, Title VII
27 of the Civil Rights Act of 1964 as amended, the Fair Labor Standards Act, the Rehabilitation Act of
28 1973, the Family Medical Leave Act, the Employee Retirement Income Security Act, the Consolidated

1 Omnibus Reconciliation Act of 1986, the Equal Pay Act, the Americans with Disabilities Act, the
2 California Fair Employment and Housing Act, the California Family Rights Act, the California Labor
3 Code including, but not limited to, sections 200, et seq., 970, 1102.5, 6310, and 132a, applicable
4 California Wage Order provisions, the California Government Code including, but not limited to,
5 sections 12940 et seq. and 12945, Title 2 of the California Code of Regulations § 11039, the California
6 Civil Code, the California Business and Professions Code including, but not limited to, sections 17200
7 et seq., the California Constitution, the United States Constitution, or any laws pertaining to wrongful
8 termination in violation of public policy, defamation, breach of contract, contractual obligations
9 generally, discrimination based upon race, sex, disability, or any other protected status, retaliation,
10 harassment, failure to prevent discrimination, harassment, or retaliation, failure to provide a reasonable
11 accommodation or engage in the interactive process, and wage and hour claims (including
12 compensation for work, overtime, PTO, vacation, or any other form of compensation or
13 reimbursement). (Ibid). In sum, the Plaintiffs' Release shall apply to all possible claims Plaintiffs, or
14 Plaintiffs' Releasers on Plaintiffs' behalf (or on their behalf if tied to Plaintiffs' past employment with,
15 compensation during, and/or separation from their employment with Defendant), could bring against
16 Defendant and Released Parties, whether arising in statute, regulation, common law, tort, contract, or
17 any other body of law arising before and up to the date of Plaintiffs' the Parties' execution of the
18 Settlement Agreement, whether known or unknown, and including, but not limited to, those pertaining
19 to the employment relationship between Plaintiffs and Defendant. (Ibid). The Plaintiffs' Release is
20 not intended to operate as, nor shall be construed as, a release or waiver of any rights and/or claims
21 that cannot be released or waived, including worker's compensation benefits or vested employee
22 benefits, as a matter of law. (*Id.*, ¶ 41). Plaintiffs acknowledge that they may discover facts or law
23 different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but
24 agree, nonetheless, that the Plaintiffs' Release shall be and remain effective in all respects,
25 notwithstanding such different or additional facts or Plaintiffs' discovery of them. (Ibid). For purposes
26 of the Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits,
27 if any, of section 1542 of the Civil Code, which reads:

28 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

1 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
2 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
3 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
4 PARTY.
(*Id.*, ¶ 42).

5 The “Released Parties” means Defendant and Pacific Pines and each of their current or former
6 agents, employees, representatives, administrators, officers, directors, members, insurers,
7 shareholders, subsidiaries, affiliates, predecessors, successors, assigns, owners, attorneys,
8 accountants, receivers, advisors, consultants, partners, partnerships, parents, divisions, subsidiaries,
9 affiliates, heirs, joint venturers, trustees, investors, fiduciaries, franchisees or franchisors, or
commonly controlled corporations. (*Id.*, ¶ 11.hh).

10 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

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

13 On December 17, 2025, ILYM received the Court approved text for the Class Notice from
14 Class Counsel. (ILYM Decl., ¶ 4).

15 On January 16, 2026, ILYM received the class data file from Defendant’s counsel, which
16 contained the full name, last known mailing address, Social Security number, hire and termination
17 dates, and the number of Workweeks and Pay Periods for each Class Member and PAGA Employee
18 (collectively, “Class List”). (*Id.*, ¶ 5). The Class List was uploaded to ILYM’s database and checked
19 for duplicates and other possible discrepancies. (*Ibid.*).

20 The Class List originally contained 743 individuals who worked more than (10%) above
21 56,492 Workweeks during the Class Period, which triggered the Escalator Clause. (*Id.*, ¶ 6).
22 Accordingly, Defendant elected to end the Class Period on April 12, 2025, which is the date on which
23 the number of Workweeks did not exceed 62,141 (i.e., 10% above 56,492). (*Ibid.*). The Class size
24 then decreased to 693 individuals who worked 62,128 Workweeks during the shortened Class Period.
25 (*Ibid.*). Additionally, there are 462 PAGA Employees who worked 16,275 Pay Periods during the
26 PAGA Period. (*Id.*, ¶ 17).

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1 As part of the preparation for mailing, all 693 names and addresses contained in the Class List
2 were then processed against the National Change of Address (“NCOA”) database, maintained by the
3 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses
4 of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 7). The NCOA contains requested
5 change of addresses filed with the USPS. (*Ibid.*). To the extent that an updated address was found in
6 the NCOA database, the updated address was used for the mailing of the Class Notice. (*Ibid.*). To the
7 extent that no updated address was found in the NCOA database, the original address provided by
8 Defendant’s counsel was used for the mailing of the Class Notice. (*Ibid.*).

9 On February 2, 2026, the Class Notice was mailed, in both English and Spanish, via U.S. First
10 Class Mail, to all 693 individuals contained in the Class List. (*Id.*, ¶ 9). 65 Class Notices were returned
11 to ILYM as undeliverable. (*Id.*, ¶ 10). ILYM performed a computerized skip trace on the 65 returned
12 Class Notices that did not have a forwarding address in an effort to obtain an updated address for the
13 purpose of re-mailing the Class Notice. (*Ibid.*). As a result of this skip trace, 55 updated addresses
14 were obtained and the Class Notices were promptly re-mailed to those Class Members, via U.S First
15 Class Mail. (*Ibid.*). A total of 10 Class Notices have been deemed undeliverable as no updated address
16 was found notwithstanding the skip tracing. (*Ibid.*).

17 Class Members had sixty (60) calendar days after the Settlement Administrator mailed the
18 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Dispute (“Response
19 Deadline”). (Settlement Agreement, ¶ 11.jj). The Response Deadline was April 3, 2026. (ILYM
20 Decl., ¶¶ 11-13). The Settlement Administrator did not receive any Requests for Exclusion, Notice of
21 Objections, and/or Disputes. (*Ibid.*).

22 The estimated average gross Individual Settlement Share is \$1,093.62, the estimated highest
23 gross Individual Settlement Share is \$3,391.22, and the estimated lowest gross Individual Settlement
24 Share is \$12.06; the estimated average Individual PAGA Payment is \$48.70, the estimated highest
25 Individual PAGA Payment is \$91.24, and the estimated lowest Individual PAGA Payment is \$1.38.
26 (*Id.*, ¶¶ 16 and 17).

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

2 On November 20, 2025, Class Counsel submitted a copy of the Settlement Agreement to the
3 LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2).
4 (Rose Decl., ¶ 18). The LWDA has not objected or otherwise responded to the submissions. (Ibid).

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

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

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

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

25 California courts recognize that "a presumption of fairness exists where . . . [a] settlement is
26 reached through arm's-length bargaining." (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
27 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations
28 were at all times made at arm's-length and were adversarial. (Rose Decl., ¶ 19). The Parties engaged

1 in extensive informal discovery prior to reaching a settlement. (*Id.*, ¶ 20).

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

3 Courts typically assess the status of discovery in determining whether a class action settlement
4 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
5 Defendant produced a random sampling of putative class members' time and pay records as well as
6 Defendant's relevant wage and hour policies, and information regarding the total number of putative
7 class members, the number of current versus former employees, the total workweeks worked by the
8 putative class members, and the average rate of pay for the putative class members. (Rose Decl., ¶
9 20). This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and
10 weaknesses of the claims and the potential class-wide damages. (*Ibid*). Plaintiff's investigation was
11 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996)
12 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-
13 130 ("Dunk/Kullar").

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

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

1 views of counsel, the presence of a governmental participant, and the reaction of the class members to
2 the proposed settlement.” (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

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

7 Class Counsel are aware of Defendant’s defenses and arguments and have also taken into
8 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
9 inherent in such litigation, including those involved in class and/or representative adjudication. (*Rose*
10 *Decl.*, ¶ 23). Plaintiffs further recognize the burdens of proof necessary to establish liability for the
11 claims asserted in the Action, Defendant’s defenses, and the difficulties in establishing entitlement to
12 monetary recovery. (*Ibid.*). Plaintiffs have also considered the Parties’ settlement discussions, as well
13 as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and
14 employment matters. (*Ibid.*).

15 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
16 with the claims alleged in the Action, and further denies that class certification is appropriate for any
17 purpose other than the Settlement. (*Id.*, ¶ 24). Defendant believes that it would ultimately prevail in
18 the Action. (*Ibid.*). Defendant proffered defenses to both certification and to the merits of Plaintiffs’
19 claims. (*Ibid.*). Defendant contended that Plaintiffs’ claims are not suitable for class certification
20 because individual issues would predominate should this case go to trial. (*Ibid.*). As with all class
21 actions, these complex cases raise difficult management and proof issues and, accordingly, there is a
22 significant risk that the Court may deny class certification. (*Ibid.*).

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

1 of a lawsuit against a current employer. (Ibid). On the other hand, Defendant would likely be able to
2 obtain the cooperation of its employees. (Ibid). Moreover, even if Plaintiffs prevailed at class
3 certification and 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.*, ¶ 26).

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 \$490,000.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
11 expenses totaling Thirty-One Thousand Three Hundred Seventy-Three Dollars and Seventy-Eight
12 Cents (\$31,373.78) incurred in the prosecution of the Action. (Rose Decl., ¶ 27). The requested fees
13 and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming
14 litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class
15 Counsel for the Class Members. (Ibid).

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

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

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

1 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than
2 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra*,
3 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
4 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
5 explains the common fund doctrine as follows:

6 Where the lawsuit results in the recovery of a fund or property benefiting
7 others as well as plaintiff (e.g., a class action), the court has inherent
8 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.

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

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

19 Numerous appellate courts have similarly found. (*See e.g., Knoff v. City and County of San*
20 *Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
21 attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);
22 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly
23 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
24 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
25 compelling state to claim dormant bank accounts)).

26 The Supreme Court noted that several courts have expressed frustration with the alternative
27 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
28 often indecipherable time records. (*Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, 503; *see*

1 *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.*
2 (N.D. Cal 1989) 723 F. Supp. 1373, 1375). The percentage approach is preferable to the lodestar
3 because: (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient
4 resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it
5 reduces the demands on judicial resources. (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The
6 Ninth Circuit now routinely uses the percentage of the common fund approach to determine the award
7 of attorney's fees. (*Lealao*, 82 Cal.App.4th at 30-31; see e.g., *In re Pac. Enters. Sec. Litig.* (9th Cir.
8 1995) 47 F.3d 373, 378-79 (approving attorney's fee of 33%)).

9 A fee of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$490,000.00) 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 Action 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 Plaintiffs would succeed at trial. (Rose Decl., ¶¶ 23-25). 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 \$1,400,000.00 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. (Rose Decl., ¶¶ 30 and 31; Declaration
14 of Enoch J. Kim in Support of Motion for Final Approval of Class Action and PAGA Settlement
15 [“Kim Decl.”], ¶¶ 17-27). Class Counsel’s skill in developing a factual record and convincing
16 Defendant of its litigation exposure under California law was essential to achieving the Settlement.
17 Through its skill and reputation, Class Counsel was able to obtain a settlement that provides an
18 outstanding result for Class Members. (*See generally* Rose Decl.).

19 **E. The Results Achieved**

20 The excellent results achieved by the Settlement support Class Counsel’s request for attorneys’
21 fees. Class Members’ support for the results achieved by Class Counsel is demonstrated by the
22 absence of any objections to either the Class Settlement or to Class Counsel’s request for fees, both of
23 which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class
24 Members will be paid, on average, approximately \$1,093.62 each, which is intended to compensate
25 them for the alleged wage and hour violations they suffered during their employment. (Rose Decl., ¶
26 15). This is a significant benefit for the Settlement Class Members here as it represents a recovery for
27 highly disputed claims. Equally important is the fact that the State of California will receive
28 \$67,500.00 for enforcement of labor laws and education of employers. (*Id.*, ¶ 37).

1 Furthermore, the efficiency with which this litigation was conducted and resolved should be
2 rewarded. After preparing and investigating the cases 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. (Rose Decl., ¶ 29).

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 Rose Decl. at ¶¶ 30-31 and Kim Decl. at ¶¶ 17-27.

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. (Rose Decl.,
23 ¶ 31). 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 383.30 total hours litigating these claims to date.¹
5 (Rose Decl., ¶ 31; Kim Decl., ¶ 28). Class Counsel expects to spend another 10 hours in connection
6 with the final approval process (including preparing for and attending the Final Approval Hearing, and
7 managing the Settlement through its conclusion, including anticipated communications with defense
8 counsel, the Settlement Administrator, our client, and Class Members). (Rose Decl., ¶ 32). In addition
9 to time spent during litigation, reasonable hours also include the time spent before the actions were
10 filed, including time spent interviewing the clients, investigating the facts and the law, preparing the
11 initial pleadings, as well as litigating the cases. (*Webb v. Board of Educ.* (1985) 471 U.S. 234).
12 Further, the fee award should include fees incurred to establish and defend the attorneys' fee claim.
13 (*Serrano v. Priest* (1982) 32 Cal .3d 621, 639 ("*Serrano IV*"). Based on the rates of Class Counsel,
14 the total fees incurred to date are \$301,112. (Rose Decl., ¶ 31; Kim Decl., ¶ 28). By the conclusion
15 of this matter, the total fees are estimated to be approximately \$308,612. (Rose Decl., ¶ 32).

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).

25
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 and 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
lodestar through the application of a positive or negative multiplier where
26 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 In looking at similar cases, including those set forth above, Class Counsel’s requested fee
comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the

collective hours worked in this matter, the requested fee award would represent a modest multiplier of 1.63 over the current total fee lodestar. In this regard, Class Counsel's fee request is reasonable.

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

Class Counsel's intention to request the Court's approval for payment of attorneys' fees was clearly disclosed to each Class Member in the Court-approved Class Notice. (Rose Decl., ¶ 34; *See also*, ILYM Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to the request for attorneys' fees. (ILYM Decl., ¶ 12). It is fair to conclude that the Class approves of/does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's request for thirty-five percent (35%) of the Gross Settlement Amount, equaling Four Hundred Ninety Thousand Dollars and Zero Cents (\$490,000.00), should be granted.

I. Plaintiffs' Cost Request is Reasonable

Class Counsel seeks reimbursement of a total amount of Thirty-One Thousand Three Hundred Seventy-Three Dollars and Seventy-Eight Cents (\$31,373.78) in costs and expenses in this matter, which includes reasonable future costs for filing the Motion. (Rose Decl., ¶ 33 and Exh. 4; Kim Decl., ¶ 34 and Exh. 9). All costs and expenses were reasonably incurred in prosecution of this matter.

VIII. THE REQUESTED ENHANCEMENT PAYMENTS TO PLAINTIFFS ARE REASONABLE

The named Plaintiffs should be awarded Enhancement Payments in the amounts of Ten Thousand Dollars and Zero Cents (\$10,000.00) each (total, \$20,000.00) for their services as the Class Representatives and the risks in connection with that role. (Rose Decl., ¶ 35). Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. (*Ibid*). Often, multiple class representatives receive awards in the above range. (*See e.g.*, *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of \$10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Thornton 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 have been the victims of discrimination."]). Here, the requested Enhancement Payments are modest, reasonable, and should be approved.

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

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

16 In sum, Plaintiffs has performed considerable services on behalf of the Class during the
17 litigation. (*See*, generally, Droubi Decl. and Walker Decl.). Class Counsel cannot understate the
18 importance of the role of an employee who is willing to search out an attorney and step forward to
19 assume the risk of litigation and retaliation in order to represent a class and put the interests of the
20 class before their own interests. Plaintiffs have understood that this is a class action where they are
21 serving as the Class Representatives and must protect the Class Members' interests. (Droubi Decl., ¶
22 10; Walker Decl., ¶ 6). Plaintiffs were the catalyst to the benefit reached for the Class Members, and
23 have actively protected the Class Members' interests during the pendency of this matter and will
24 continue to do so even if the case was required to go to trial. (*Ibid*). Plaintiffs spent numerous hours
25 participating in this matter by searching for an attorney, communicating with their attorneys on
26 numerous occasions, searching for and producing relevant documents related to their employment,
27 responding to their attorneys' inquiries, assisting with mediation, reviewing the settlement documents,
28 and approving the Settlement on behalf of all Class Members. (*See*, generally, Droubi Decl. and

1 Walker Decl.).

2 In contrast, without having to take on any of the risk incurred by Plaintiffs or time spent by
3 Plaintiffs 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 these enhancement were
5 justified because since the time the Class received notice of the requested Enhancement Payments, no
6 one has objected to the requests. Thus, the Enhancement Payments to Plaintiffs are warranted to
7 compensate them for their time and effort, the fear and stress associated with assuming the
8 responsibility of serving as the Class Representatives, and the concrete risks they assumed as the Class
9 Representatives.

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

12 In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved,
13 Settlement Administration Costs not to exceed Thirteen Thousand Dollars and Zero Cents
14 (\$13,000.00). (Rose Decl., ¶ 36). ILYM Group, Inc. is the approved Settlement Administrator. (Ibid).
15 It is an experienced class administrator and has adequately performed the administration tasks required
16 by the Preliminary Approval Order. ILYM's *actual* costs to administer the Settlement are only Ten
17 Thousand Seven Hundred Fifty Dollars and Zero Cents (\$10,750.00). (ILYM Decl., ¶ 18 and Exh.
18 B). Based thereon, the requested costs should be approved.

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

20 Pursuant to California Labor Code Section 2699(s)(1), the Superior Court shall review and
21 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
22 § 2699(s)(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
23 should be approved. As part of the Settlement, Defendant has agreed to pay Ninety Thousand Dollars
24 and Zero Cents (\$90,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA,
25 of which the payment of Sixty-Seven Thousand Five Hundred Dollars and Zero Cents (\$67,500.00)
26 (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes.
27 (Rose Decl., ¶ 37).

28 ///

1 It is extremely common in approved wage and hour class action cases that settle that only a
2 small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to
3 class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
4 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
5 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
6 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
7 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
8 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
9 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
10 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
11 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
12 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
13 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
14 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]). Like here,
15 in these approved settlements, the parties generally maximized statutory penalties and minimized
16 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
17 California Labor Code violations. (Rose Decl., ¶ 38).

18 **XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE**

19 California law vests the Court with broad discretion in fashioning an appropriate notice
20 program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
21 74). To protect the rights of absent class members, the parties must provide class members with the
22 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
23 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
24 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
25 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
26 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
27 the action and afford them an opportunity to present their objections"]). The content and method of
28 the notice should be designed to apprise the class members of the terms of the proposed settlement

1 and of the class members' rights regarding the settlement. (*See Mullane, supra*, 339 U.S. at 314;
2 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
3 F. Supp. 364, 378).

4 The Class Notice approved by the Court met these requirements: it identified the Parties and
5 described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution
6 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payments to
7 Plaintiffs, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys'
8 Fees and Costs to Class Counsel. (Rose Decl., ¶ 39; *see also* ILYM Decl., Exh. A thereto). The Class
9 Notice described the proposed Settlement with enough specificity to allow each Class Member to
10 make an informed choice whether to accept and participate in it. (Ibid). It also explained how and
11 when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class
12 Notice provided the date for the hearing on final approval of the Settlement and informed Class
13 Members how to obtain additional information about the Settlement. (Ibid).

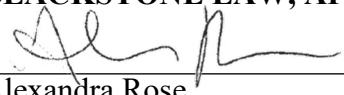
14 XII. CONCLUSION

15 For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs'
16 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
17 attorneys' fees to Class Counsel of \$490,000.00; (2) the requested reimbursement of actual costs and
18 expenses to Class Counsel of \$31,373.78; (3) the requested Enhancement Payments to Plaintiffs in the
19 aggregate amount of \$20,000.00; and (4) the requested Settlement Administration Costs to the
20 Settlement Administrator of \$10,750.00; and permit the filing of a memorandum that exceeds the page
21 limit.

22 Respectfully submitted,

23 Dated: April 28, 2026

BLACKSTONE LAW, APC

24 By: 
25 Alexandra Rose
26 Attorneys for Plaintiff Laila Droubi
and the Class

27 Dated: April 28, 2026

D.LAW, INC.

28 By: /s/ Antonia McKee
Antonia McKee
Attorneys for Plaintiff Tairen Walker
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