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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MILTON RAMON SANTA CRUZ, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

v.

TECTONIC TRANSPORT, a California corporation; and DOES 1 through 100, inclusive;

Defendants.

Case No.: 30-2023-01320697-CU-OE-CXC

Assigned for All Purposes to:
Honorable David A. Hoffer
Department CX-103

CLASS ACTION

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEY FEE AWARD, COST AWARD, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

RELATED TO ROA NO. 92

[Declaration of Class Counsel (Douglas Han); Declaration of Class Representative (Milton Ramon Santa Cruz); and Declaration of Settlement Administrator (Amanda Howard) filed concurrently herewith]

Hearing Date: October 20, 2025
Hearing Time: 1:30 p.m.
Hearing Place: Department CX-103

Complaint Filed: April 21, 2023
FAC Filed: March 21, 2024
Trial Date: None Set

PLEASE TAKE NOTICE that on October 20, 2025 at 1:30 p.m., or as soon thereafter as the matter may be heard, before the Honorable David A. Hoffer in Department CX-103 of the Orange County Superior Court located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, Plaintiff Milton Ramon Santa Cruz ("Plaintiff") will and hereby does move this Court to approve:

1. The Joint Stipulation of Class Action and PAGA Settlement and Amendment to the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement," "Settlement," or "Agreement") on the grounds the Settlement Agreement is fair, adequate, and reasonable because:

    a. Six hundred fifteen (615) Class Members who did not submit valid and timely requests to exclude themselves from the Settlement ("Participating Class Members") will receive a portion of the Net Settlement Amount;

    b. As of August 22, 2025, no objections were submitted;

    c. As of August 22, 2025, three (3) requests for exclusion were submitted;

    d. As of August 22, 2025, there are no outstanding disputes;

2. The payment of the Attorney Fee Award of $91,666.67 to Justice Law Corporation ("Class Counsel") for 292.4 hours of attorney time spent working on the case from pre-filing investigation to the Final Approval Hearing;

3. The payment of the Cost Award of $18,146 to Class Counsel for actual litigation costs and expenses incurred;

4. The payment of the Class Representative Enhancement Payment of $7,500 to Plaintiff;

5. The payment of the Administration Costs of $10,550 to ILYM Group, Inc., the Settlement Administrator; and

6. The payment of $10,000 for Private Attorneys General Act of 2004 ("PAGA") penalties, pursuant to Labor Code section 2699, seventy-five percent (75%) of which ($7,500) shall be paid to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) of which ($2,500) shall be distributed to all current and former

hourly-paid or non-exempt employees of Defendant Tectonic Transport ("Defendant") within the State of California at any time during the period from March 14, 2023 through April 12, 2024. ("Eligible Aggrieved Employees" and "PAGA Period").

This motion is based on the following Memorandum of Points and Authorities; Declaration of Class Counsel (Douglas Han); Declaration of Class Representative (Milton Ramon Santa Cruz); Declaration of Settlement Administrator (Amanda Howard); and [Proposed] Order of Final Approval and Judgment in support thereof; pleadings and other records on file with the Court; and documentary evidence and oral argument as may be presented at the hearing.

Dated: September 19, 2025

JUSTICE LAW CORPORATION

By: ______________________
Douglas Han
Attorneys for Plaintiff

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I. Summary of Motion

Plaintiff seeks final approval of the Gross Settlement Amount of $275,000 inclusive of the: (1) Attorney Fee Award of $91,666.67; (2) Cost Award of $18,146; (3) Class Representative Enhancement Payment of $7,500; (4) Administration Costs of $10,550; and (5) PAGA Payment of $10,000.

This case is seeking relief for all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from April 21, 2019 through April 12, 2024. ("Class," "Class Members," and "Class Period").

II. Procedural History and Factual Background

On April 21, 2023, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Orange, alleging nine (9) causes of action.

After engaging in discovery, investigations, and negotiations, on February 22, 2024, the Parties attended mediation with the mediator Lisa Klerman, resulting in a settlement.

In line with the settlement, on March 14, 2024, Plaintiff provided written notice to the LWDA and Defendant.

On March 21, 2024, Plaintiff filed a First Amended Complaint adjusting the "class" definition and adding a cause of action for violation of Labor Code section 2698 (PAGA).

On April 18, 2025, the Court granted Preliminary Approval of the Settlement.

III. Summary of the Settlement Terms

Under the Settlement Agreement, the Gross Settlement Amount of $275,000 will be paid by Defendant. The Net Settlement Amount will be calculated by deducting the following from the Gross Settlement Amount: (1) $91,666.67 as the Attorney Fee Award; (2) $18,146 as the Cost Award; (3) $7,500 as the Class Representative Enhancement Payment; (4) $10,550 as the Administration Costs; and (5) $10,000 as the PAGA Payment.[1]

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[1] (See Settlement Agreement attached as **Exhibit 2** and **Exhibit 3** to the Supplemental Declaration of Douglas Han In Support of Motion For Preliminary Approval of Class Action Settlement filed on February 21, 2025 ("Settlement Agreement"), §§ I(B), I(D), I(L), I(N), I(V), I(Y), I(BB), III(B), III(I)(7).)

The Settlement Administrator shall pay the Participating Class Member their pro-rata share of the Net Settlement Amount. Individual Settlement Shares will be allocated thirty-three and one-third percent (33.33%) as wages and sixty-six and two-third percent (66.67%) as non-wage, including penalties and interest. The Settlement Administrator shall also pay Eligible Aggrieved Employee their pro-rata share of the PAGA Payment, which will be allocated as one hundred percent (100%) penalties.[2]

The Participating Class Members and Eligible Aggrieved Employees must cash or deposit their Individual Settlement Share checks within one hundred eighty (180) calendar days after the checks are mailed to them. Uncashed settlement checks will be paid to the California State Controller's Unclaimed Property Division.[3]

IV. THE SETTLEMENT ADMINISTRATION PROCESS

On April 21, 2025, the Settlement Administrator received the Court-approved Notice Packets. On May 19, 2025, the Settlement Administrator received the Class Data containing information for six hundred eighteen (618) Class Members.[4]

On June 9, 2025, Settlement Administrator mailed Notice Packets to the Class Members and indicated that the Response Deadline was August 8, 2025.[5]

Category	Notice Packets Mailed	Notice Packets Returned	Notice Packets Remailed	Notice Packets Left Undelivered	Requests for Exclusion	Objections	Written Disputes	Participating Class Members
	618	80	59	21	3	0	0	615[6]

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[2] (Settlement Agreement, *supra*, at §§ III(H)(1), III(I)(7)(g), 6.)

[3] (*Id.* at § III(I)(5).)

[4] (Declaration of Amanda Howard Regarding Notice and Settlement Administration ("Howard Decl."), ¶¶ 5, 6.)

[5] (*Id.* at ¶ 7.)

[6] (*Id.* at ¶¶ 8-12.)

V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

The courts have discretion to determine if a settlement is fair and reasonable. (*Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52.) To determine fairness, courts consider relevant factors such as "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.) "Due regard should be given to what is otherwise a private consensual agreement between the parties." (*Dunk*, at p. 1801.)

The burden is on the proponent to show the settlement is fair and reasonable. (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 245.) A presumption of fairness exists if: "(1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802.) The court need not reach any ultimate conclusions on the issues of fact and law that underlie the merits. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146.) The inquiry is not if the settlement is the best one that could have been obtained, but whether the settlement as a whole is "fair, adequate, and reasonable." (*Chavez v. Netflix, Inc.*, *supra*, 162 Cal.App.4th at p. 55.) A settlement need not obtain one hundred percent (100%) of the damages sought to be fair and reasonable. (*Wershba*, at p. 250.) Even if the relief afforded is narrower than it would be if the case was litigated, that is no bar to a settlement because the public interest may be served by a settlement where both sides give ground to avoid litigation. (*Ibid.*)

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A. The Settlement Resulted from Arm's-Length Negotiations Based Upon Investigation and Discovery.

Class Counsel actively engaged in this litigation since it was initially filed. Prior to the filing and continuing over the duration of this case, Class Counsel conducted a thorough investigation of the factual and legal issues. Using the information obtained, Class Counsel determined: (1) Class Members' average hourly rates of pay; (2) number of current and former Class Members employed during the Class Period; (3) number of Class Members employed during the PAGA Period; (4) number of shifts worked by Class Members during the Class Period; (5) number of hours worked during shifts; (6) number, length, and timing of breaks taken; and (7) number of workweeks and pay periods within the Class and PAGA Period.[7]

Class Counsel analyzed documents produced and interviewed putative class members. The information obtained provided a critical understanding of the nature of the work performed by the Class Members and the policies, practices, and procedures in place. The information was also used in analyzing liability and damages in connection with all phases of the litigation and mediation process, including the strengths and weaknesses of the claims and defenses.[8]

The Parties participated in mediation. Under the auspices of the mediator, after a full day of mediation, the Parties managed to negotiate a settlement for this matter via a mediator's proposal. At all times, the negotiations were adversarial and non-collusive.[9]

B. The Risks in Continued Litigation Favor Final Approval of the Settlement.

The Settlement Agreement represents a reasonable resolution of this case. Defendant argued that the Class Members' claims were too disparate for adjudication on a class-wide basis and indicated that it would have opposed any motion for class certification. Conversely, Defendant also faced risks if the Court certified the case and allowed a jury to decide.

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[7] (Declaration of Douglas Han in Support of Motion for Final Approval of Class Action Settlement ("Han Decl."), ¶ 4.)

[8] (*Id.* at ¶¶ 5, 6.)

[9] (*Id.* at ¶ 7.)

If this case had been settled after further litigation, the settlement amount would have considered the additional costs incurred, and there might have been less money available. In contrast, the Settlement provides immediate benefits for the Participating Class Members compared to the unpredictable results inherent in going to trial to allow a jury to decide on the merits. The risk and expense of litigation outweighed any benefit that might have been gained.

The settlement payments represent a reasonable recovery for a Class seeking varying amounts. It would be inefficient for a class of current and former employees to bring individual actions to recover from Defendant. The potential recovery of each individual Class Member might not even be high enough to provide them with the incentive to sue individually.

C. The Settlement is Fair, Reasonable, and Adequate.

The Settlement was calculated using information and data uncovered through discovery, case investigation, exchange of information prior to and during mediation and interviewing putative class members. The Settlement also considers the potential risks and rewards inherent with this case, which convinced Class Counsel to settle instead of going down the unpredictable trial route. After deducting the above-mentioned payments from the Gross Settlement Amount, the Participating Class Members will receive $137,137.33 as the Net Settlement Amount.[10]

At the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." (*In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-430.) Class Counsel believe that the Settlement is fair, reasonable, and in the best interest of the Class.[11] While the recommendations of Class Counsel are not conclusive, the Court can consider such recommendations if they are competent, have experience with this type of litigation, and significant discovery and investigation have been completed. (Conte & Newberg, *Newberg on Class Actions*, § 11.47 (4th Ed).)

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[10] (Howard Decl., *supra*, at ¶ 14.)

[11] (Han Decl., *supra*, at ¶ 24.)

D. The Class Was Represented by Competent Counsel.

Class Counsel have extensive experience in wage-and-hour class action lawsuits. Class Counsel have been appointed as class counsel in numerous employment class action cases and have recovered millions of dollars for California employees.[12]

E. There Are No Objections to the Settlement.

The Settlement was well received by the Class because no objections were submitted.[13] California courts have found that a small number of objectors indicates the class's support for a settlement and strongly favors final approval. (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at pp. 250-251 (final approval granted despite 20 objectors); *7-Eleven Owners for Fair Franchising v. Southland Corp.*, *supra*, 85 Cal.App.4th at pp. 1152-1153 (final approval granted despite 9 objectors).) Accordingly, the Settlement Agreement is presumed to be fair, reasonable, and adequate. (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802.)

VI. THE ATTORNEY FEE AWARD BY CLASS COUNSEL SHOULD BE APPROVED.

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

Where the amount of a settlement is a "certain easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the settlement created. (Weil and Brown, California Practice Guide, *Civil Procedure Before Trial*, Chapter 14, section 14:145; *Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1808.) The ultimate goal is the award of a "reasonable" fee to compensate counsel for their efforts, irrespective of the method of calculation. (*Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th 1253, 1270; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-558.)

Courts have "wide latitude" in assessing the value of attorneys' fees, and their decisions will "'not be disturbed on appeal absent a manifest abuse of discretion.'" (*Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 (The "experienced trial judge is the best judge of the value of professional services rendered in his

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12 (Han Decl., *supra*, at ¶¶ 15-20; Exhibit 4.)

13 (Howard Decl., *supra*, at ¶ 11.)

court[.]"); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118.) California law provides attorneys' fees awards should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable litigation based on the result achieved and risk incurred. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at pp. 47, 50.) Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." (*Id.* at p. 53.) Fees in representative actions should consider the probable terms of contingent fee contracts negotiated. (*Id.* at p. 48.) The percentage-of-the-benefit approach is preferred in such cases because "it better approximates the workings of the marketplace than the lodestar approach." (*Id.* at p. 49.)

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

California and federal courts recognize that an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value of benefits afforded. (*Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Graulty* (1989) 886 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34.)[14] The purpose of this equitable doctrine is to spread litigation costs proportionally among all the beneficiaries. (*Vincent*, at p. 769.) The Common Fund Doctrine provides when a litigant's efforts create a fund where others derive benefits, the litigant may require the passive beneficiaries to compensate those who created the fund. (R. Pearle, California Attorney Fee Awards (CEB, 1993) § 7A, p. 5-7 (noting that the common fund exception is an equitable doctrine, permitting attorneys' fees and costs to be paid out of the fund or directly on behalf of the other parties enjoying the benefit).) State and federal courts have embraced this doctrine. (*Serrano*, at p. 35; *Crampton v. Takegoshi* (1993) 17 Cal.App.4th 308, 317; *Vincent*, at p. 769.) The Court affirmed the percentage of the common fund method as a proper measure of attorneys' fees. (*Laffitte v. Robert Half Internat., Inc.* (2016) 1 Cal.5th 480.)

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

Compensating class counsel in class litigation on a percentage basis makes sense. This is because it: (1) is consistent with the private marketplace where contingent fee attorneys are customarily compensated on such a basis; (2) aligns the interests of class counsel and absent class members in achieving the maximum resolution of the case; and (3) encourages the most efficient and expeditious resolution of the litigation by providing an incentive for early, yet reasonable, settlement. The award in this case meets all those criteria.

The percentage method is consistent with the practice in the private marketplace where contingent fee attorneys typically negotiate percentage fee arrangements. One way to show the value of counsel's work to the class is to review the consideration agreed to be paid. Plaintiff agreed to a contingency fee of thirty-eight percent (38%) of the recovery.[15]

Under the terms of the Settlement Agreement, the Participating Class Members will derive a significant cash benefit. Defendant will pay the Gross Settlement Amount of $275,000 from which a Net Settlement Amount of about $137,137.33 will be allocated to the Participating Class Members.[16] Thus, the Attorney Fee Award for the successful prosecution and resolution of this action is appropriate and reasonable under the percentage approach.

C. The Attorney Fee Award Is Within the Range of Fees Approved in Comparable Common Fund Cases

When assessing an appropriate fee based on a percentage of the fund, "the test is not the maximum amount plaintiffs might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the circumstances." (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 250.)

Several studies of class action fee awards have found that the median common fund fee award is one-third (1/3) of the total settlement fund. (See e.g. *Chavez v. Netflix, Inc.*, *supra*, 162 Cal.App.4th at p. 66, n.11 (numerous studies have shown that "fee awards in class actions average around one-third of the recovery."); Reagan W. Silber and Frank E. Goodrich,

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[15] (Han Decl., *supra*, at ¶ 23.)

[16] (Howard Decl., *supra*, at ¶ 14.)

Common Funds and Common Problems: Fee Objections and Class Counsel's Response, 17 Rev. Litig. 525, 546; T. Willging, L. Hooper and R. Niemic, Empirical Study of Class Actions in Four Federal District Courts: Final Report to the Advisory Committee on Civil Rules, 90 (1996) (finding that the attorneys' fees in class litigation "were generally in the traditional range of approximately one-third of the total settlement").)

The Attorney Fee Award falls in the mid-range of percentage class fee awards and constitutes fair compensation. The Attorney Fee Award also compensates Class Counsel for their efforts and results achieved for the Class. Considering the results obtained, risks undertaken, difficulty of the litigation, and skill displayed and quality of work (detailed below), the Attorney Fee Award is fair and reasonable.[17]

The Attorney Fee Award is in line with awards in similar cases in California and is consistent with the market rates. Class Counsel have been routinely awarded at least one-third (1/3) fee requests or more in similar class action and representative matters throughout California, including Orange County.[18]

D. The Attorney Fee Award by Class Counsel Is Reasonable Based on the Factors Considered in the Determination of Fee Awards.

In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors in determining if a fee award is reasonable in a common fund case: (1) time and labor; (2) novelty and difficulty of the questions; (3) skill requisite to perform the legal services; (4) preclusion of other employment; (5) customary fee; (6) whether fee is fixed or contingent; (7) time limitation imposed; (8) amount involved and results obtained; (9) experience, reputation and ability of the attorney; (10) undesirability of case; (11) nature and length of the professional relationship; and (12) awards in similar cases.[19] (*Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772.) The court in *Camden* noted "[t]he analysis in a

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[17] (Han Decl., *supra*, at ¶¶ 8, 9.)

[18] (*Id.* at ¶ 14.)

[19] These are the factors based on which the lodestar is enhanced. (*Cates v. Chiang* (2013) 213 Cal.App.4th 791, 822.)

common fund case focuses not on the plaintiffs' position as 'prevailing parties,' but on a showing that the fund conferring a benefit on the class resulted from their efforts" and thus in common fund cases "the monetary results achieved predominate over all other criteria." (*Camden I Condominium Association, Inc. v. Dunkel*, *supra*, 946 F.2d at p. 774 (Citing H. Newberg, *Attorney Fee Awards* (1986) § 2.06 at 40-41).)

1. The Results Obtained

The results attorneys obtain is an important factor when determining the reasonableness of a percentage-based fee. (*Laffitte v. Robert Half Internat., Inc.*, *supra*, 1 Cal.5th at p. 489.) Law firms that obtain exceptional results for their clients can and do expect those exceptional results to be reflected in their fees.

The results obtained in this matter are reasonable as Class Counsel obtained a settlement without the need for extended litigation. If the case went to trial, there was no guarantee that either party would have prevailed. Even if the Parties had managed to reach a similar settlement at the later stages of this case, it would have been severely undercut by the additional costs and expenses incurred. Conversely, by negotiating a settlement before trial, Class Counsel avoided the uncertainties of class certification and responses to the allegations, resulting in a quicker and more assured resolution than if the matter had been litigated to final resolution. Under California law, this factor supports the requested fee. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 51.) By extension, the reasonableness of the results is supported by there being no objections to and only three (3) requests for exclusion from the Settlement.[20]

Finally, the Settlement is an all-in settlement, not a claims-made settlement. This means that the benefit to the Class is recoverable without requiring the Class Members to make a claim for them (submit a claim form to the Settlement Administrator). (*Hopkins v. Stryker Sales Corp.*, No. 11-cv-02786, 2013 WL 496358, at *2 (N.D. Cal. Feb. 6, 2013) (highlighting that class members will not have to submit claim forms to recover their share of the settlement).)

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[20] (Howard Decl., *supra*, at ¶¶ 11, 12.)

2. The Risks Taken

Whether or not representation is provided on a contingency basis is an important factor:

> A contingent fee must be higher than a fee for the same legal services paid as they are performed [and] […] compensates the lawyer not only for the legal services he renders but for the loan of those services. A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases.

(*Cates v. Chiang*, *supra*, 213 Cal.App.4th at p. 823.)

Plaintiff executed a contingent fee agreement, meaning the representation of the Class has been contingent. No recovery for the Class would have meant no compensation for Class Counsel for 292.4 hours of work and $18,146 in out-of-pocket litigation costs incurred.[21]

If attorneys assume a significant financial risk for their clients, they have the right to expect greater compensation. Attorneys being paid on an hourly basis as opposed to being paid on a contingent basis are assuming less risks. (See e.g. *Ketchum v. Moses*, *supra*, 24 Cal.4th at pp. 1132-1133.) In other words, the contingent risks undertaken by attorneys is a significant factor when determining the percentage of the settlement fund to devote to attorneys' fees. (See e.g. *Laffitte v. Robert Half Internat., Inc.*, *supra*, 1 Cal.5th at p. 504 (noting that trial court had carefully considered risks and contingency involved in awarding 33 and 1/3% fee); *Allapattah Servs. Inc. v. Exxon Corp.* (S.D. Fla. 2006) 454 F.Supp.2d 1185, 2004-2005 ("Factors indicating 'exceptional success' include success achieved under unusually difficult or risky circumstances and the size of plaintiffs' recovery").)

Finally, several factors made this case difficult, thereby contributing to the risks taken. These factors include: (1) difficulties in pinning down job responsibilities, wages paid, and meal and rest breaks taken; (2) myriad of documents that had to be reviewed and analyzed prior to mediation; (3) shifting wage-and-hour laws overlaid by the risks of class certification being denied; (4) initial difficulty determining commonality and typicality; and (5) Defendant's initial

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[21] (Han Decl., *supra*, at ¶¶ 10, 22.)

firm resistance to the relief.[22]

3. The Difficulty of the Litigation

The unsettled nature of the law, number of claims to be litigated, factual complexities underlying the policies and practices in place, and other issues made this case complex and difficult. Class Counsel overcame these obstacles by obtaining a settlement that is fair, adequate, and reasonable. Class Counsel obtaining a reasonable settlement despite these roadblocks speaks volumes of their skill and experience. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 42 (counsel's "special skill and experience of counsel" is a relevant factor when determining fee award).)

This was not a clear-cut case, meaning that Class Counsel had to overcome several obstacles. These setbacks ranged from determining the scope of the Class, determining commonality, analyzing a surplus of documents, etc. Due to the difficulties and setbacks of this case, Class Counsel devoted substantial hours to this matter. The Task & Time Chart sets forth these hours, allocating the total time to the tasks required to conclude this matter. The chart is thorough, comprehensive, and demonstrates the effort to diligently manage this case. The work commenced with the pre-filing case analysis and research and continued up to the moment of the work for final approval.[23]

4. The Skill Displayed and Quality of Work

The level of skill displayed and quality of work it produced justify the fee requested by Class Counsel. As set forth in the Declaration of Douglas Han, Class Counsel are skilled and experienced class action litigators and used this experience to obtain the Settlement.

The skill required to properly litigate this case is evident in the results achieved and, in the steps, necessary to reach the same. This factor overlaps with many of the prior discussions, including the obvious – a substantial settlement was finally achieved despite all the obstacles and setbacks described above. For instance, Class Counsel had to undertake the arduous and

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[22] (Han Decl., *supra*, at ¶ 8.)

[23] (*Id.* at ¶ 10; Exhibit 1.)

time-consuming task of collecting documents and locating and interviewing putative class members. This assisted Class Counsel with finding a commonality amongst the Class Members, determining the frequency and extent of the alleged day-to-day violations, and accurately calculating potential damages for mediation purposes. This was no simple task when considering the different job titles, job responsibilities, and documents to review.[24]

Class Counsel's accumulated skill and expertise contributed to the settlement of this case. Under California law, this factor (skills displayed and quality of work) supports the requested fees. (*Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at p. 51.)

E. The Lodestar Methodology Justifies Approval of the Requested Fee.

While the percentage-of-the-benefit approach is endorsed as the better approximation of the workings of the marketplace, courts may use the lodestar method to "cross-check". A court tasked with cross-checking a percentage-based fee considers the reasonableness of the lodestar figure, which is the time spent multiplied by the reasonable hourly compensation of the attorneys involved. (*Serrano v. Priest*, *supra*, 20 Cal.3d at p. 48.) Afterwards, the court may enhance (or multiply) that figure after considering factors like the novelty and complexity of the issues, skill and expertise of counsel, extent the litigation precluded other employment, and risks involved. (*Id.* at p. 49.)

Class Counsel's base lodestar fees calculation is $221,750. When cross-checked with the Attorney Fee Award, it results in a negative multiplier of 0.41.[25]

1. Class Counsel Performed Work for a Reasonable Number of Hours.

In California, counsel is entitled to compensation for every hour reasonably spent on the matter. *(Ketchum v. Moses*, *supra*, 24 Cal.4th at p. 1133.) The reasonableness is assessed by "the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]" (*Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.)

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[24] (Han Decl., *supra*, at ¶ 8.)

[25] (*Id.* at ¶¶ 11, 13.)

This matter required a significant amount of time and labor, and Defendant disputed all claims alleged and disputed the case was appropriate for class certification. The case involved gathering and analyzing data in addition to locating and interviewing putative class members. In other words, the management of this matter required considerable attention and competence. While Class Counsel was gearing up for battle, Class Counsel undertook intense preparation to resolve the entire matter through mediation. These preparations included, among other things, obtaining additional information from putative class members, gathering and reviewing a myriad of documents, calculating potential damages for mediation purposes, finding commonality amongst the Class Members, etc.

The total number of hours worked by Class Counsel in pursuit of the litigation is 292.4 hours. The Task & Time Chart evidences the tasks performed to seek all necessary information. Thus, Class Counsel spent a reasonable number of hours working on this matter.[26]

2. Class Counsel's Hourly Rates are Reasonable.

Class Counsel's hourly rates are well within the range of rates charged by comparably qualified attorneys in the Los Angeles County area and the legal profession in general. By extension, Class Counsel's hourly rates are in line with the Laffey Matrix. Class Counsel's hourly rates are also reasonable for the following reasons: (1) several courts in California have awarded Class Counsel fees at similar rates; (2) comparable hourly rates for similar services have been deemed to be reasonable in several cases throughout California; and (3) surveys of legal rates have supported Class Counsel's hourly rates. This shows that Class Counsel's hourly rates used for the lodestar calculation are well within the range of non-contingent rates charged by comparable attorneys for similar work performed in California.[27]

The California Supreme Court has ruled that an attorney fee award that is higher than the actual fees incurred is proper in contingency cases:

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[26] (Han Decl., *supra*, at ¶ 10; Exhibit 1.)

[27] (*Id.* at ¶¶ 11, 12; Exhibits 2, 3.)

> "'[A] contingent fee contract, since it involves a gamble on the result, may properly provide for a larger compensation than would otherwise be reasonable.'" The purpose of a fee enhancement, or so-called multiplier, for contingent risk is to bring the financial incentives for attorneys … into line with incentives they have to undertake claims for which they are paid on a fee-for-services basis.

(*Ketchum v. Moses*, *supra*, 24 Cal.4th at p. 1132.)

The California Supreme Court added:

> The economic rationale for fee enhancement in contingency cases has been explained as follows: "A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. The implicit interest rate on such a loan is higher because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans."

(*Ketchum v. Moses*, *supra*, 24 Cal.4th at pp. 1132-1133.)

Finally, "[F]ee enhancements are intended to compensate for the risk of loss generally in contingency cases *as a class*." (*Ketchum v. Moses*, *supra*, 24 Cal.4th at p. 1133.)

VII. COSTS TO BE REIMBURSED TO CLASS COUNSEL ARE FAIR AND REASONABLE.

The Settlement authorizes reimbursement of costs up to $20,000. The actual litigation costs and expenses incurred total $18,146, which were reasonable and necessary. Class Counsel request reimbursement of the above-mentioned costs and expenses.[28]

VIII. PAYMENT TO THE SETTLEMENT ADMINISTRATOR IS FAIR AND REASONABLE.

The total cost for the administration of the notice and settlement process in this case is $10,550. The costs incurred included performing various duties pursuant to the administration process. The Court should grant final approval of the Administration Costs.[29]

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[28] (Han Decl., *supra*, at ¶ 22, Exhibit 5; Settlement Agreement, *supra*, at §§ I(N), III(I)(7)(b).)

[29] (Howard Decl., *supra*, at ¶¶ 3, 18; Settlement Agreement, *supra*, at § III(J)).)

IX. CLASS REPRESENTATIVE ENHANCEMENT PAYMENT IS FAIR AND REASONABLE.

The Settlement Agreement provides for the payment of the Class Representative Enhancement Payment of $7,500 to Plaintiff for the time and effort spent serving as the class representative.[30] Such enhancement payments are both common and reasonable. (*Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving $50,000 participation award to a single class representative).) The criteria that courts may consider include the: (1) risk to the class representatives in commencing suit, both financial and otherwise; (2) notoriety and personal difficulties encountered by the class representatives; (3) amount of time and effort spent by the class representatives; (4) duration of the litigation; and (5) personal benefit (or lack thereof) enjoyed by the class representatives because of the litigation. (*Ibid.*)

Plaintiff spent a substantial amount of time and effort in locating and producing relevant documents and past employment records, reviewing relevant documents alongside Class Counsel, and providing the facts and evidence necessary to prove the allegations. Plaintiff was available whenever needed by Class Counsel and actively tried to obtain and provide as much information as possible (*e.g.*, giving the names and contact information of putative class members, speaking to current and former employees of Defendant). In addition, Plaintiff spent numerous hours speaking with Class Counsel about the claims, discussing the work experience and work environment, helping Class Counsel develop a strategy to obtain additional documents, aiding Class Counsel to determine the importance of the documents produced, and reviewing the operative complaints, answer, formal discovery requests, and Settlement Agreement (and exhibits), including its amendments. Plaintiff even prepared for and made himself available all day to participate in and assist with mediation.[31]

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[30] (Settlement Agreement, *supra*, at §§ I(L), III(I)(7)(a).)

[31] (Han Decl., *supra*, at ¶ 21; Declaration of Milton Ramon Santa Cruz In Support of Motion For Final Approval of Class Action Settlement (“Santa Cruz Decl.”), ¶¶ 6-10.)

Plaintiff was advised of and accepted the risks and sacrifices associated with serving as the class representative (*e.g.*, providing a broader release, risking an adverse judgment for attorneys' fees and costs, losing a potential source of income). Plaintiff is also not related to anyone associated with Class Counsel, has not entered any undisclosed agreement, and has not received any undisclosed compensation. Accordingly, Plaintiff elected to serve as the class representative to his own detriment and should be properly compensated.[32]

X. CONCLUSION

Plaintiff requests that the Court grant final approval of the Settlement Agreement. Plaintiff further requests that the Court enter final judgment and retain continuing jurisdiction over the enforcement and administration of the Settlement Agreement.

Dated: September 19, 2025

JUSTICE LAW CORPORATION

By: ______________________
Douglas Han
Attorneys for Plaintiff

[32] (Han Decl., *supra*, at ¶ 21; Santa Cruz Decl., *supra*, at ¶¶ 11-14.)

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is manderson@justicelawcorp.com.

On September 22, 2025, I served the foregoing document described as

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEY FEE AWARD, COST AWARD, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

for the following case:	**Santa Cruz v. Tectonic Transport**
LWDA/Court Case No.:	**LWDA Case No.: LWDA-CM-1016599-24** **Court Case No.: 30-2023-01320697-CU-OE- CXC** **Orange County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 22, 2025, at Pasadena, California.

Mariah Anderson

Mariah Anderson