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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

SERGIO VALDEZ, individually, and on behalf
of other similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

AMPERE COMPUTING, LLC, a Delaware
Limited Liability Company; AMPERE
COMPUTING EMPLOYER, LLC, a Delaware
Limited Liability Company; AEROTEK, INC., a
Maryland Corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 24CV438808

Honorable Theodore C. Zayner
Department 19

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, CLASS
COUNSEL FEES PAYMENT, CLASS
COUNSEL LITIGATION EXPENSES
PAYMENT, CLASS REPRESENTATIVE
SERVICE PAYMENT, AND
ADMINISTRATION EXPENSES PAYMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: March 18, 2026
Time: 1:30 p.m.
Dept: 19

Complaint Filed: May 10, 2024
FAC Filed: May 28, 2025
Trial Date: Not Set

**NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT, CLASS COUNSEL FEES PAYMENT, CLASS COUNSEL LITIGATION EXPENSES
PAYMENT, CLASS REPRESENTATIVE SERVICE PAYMENT, AND ADMINISTRATION EXPENSES
PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**

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

2 **PLEASE TAKE NOTICE THAT on March 18, 2026 at 1:30 p.m.** in Department
3 19 of the above-captioned Court located at 161 North First Street, San Jose, California 95113, pursuant
4 to California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and
5 California Labor Code section 2699(l), Sergio Valdez (“Plaintiff”) will and hereby does move the
6 Court for an Order granting final approval of the proposed class action and Labor Code Private
7 Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) settlement
8 between Plaintiff and Defendants Ampere Computing, LLC, Ampere Computing Employer, LLC and
9 Aerotek, Inc. (collectively, “Defendants”).

10 Plaintiff requests 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 Class Action and PAGA Settlement Agreement (“Settlement Agreement”
14 or “Settlement”), including payment by Defendants of the escalated Gross Settlement Amount of Five
15 Hundred Five Thousand Four Hundred Twenty-Four Dollars and Forty-Eight Cents (\$505,424.48)
16 equal to the amounts to pay (1) the Participating Class Members and Aggrieved Employees pursuant
17 to the terms of the Settlement; (2) the Court-approved Class Counsel Fees Payment and Class Counsel
18 Litigation Expenses Payment; (3) the Court-approved Class Representative Service Payment; (4) the
19 Court-approved Administration Expenses Payment; and (5) the Court-approved payment to the
20 California Labor and Workforce Development Agency (“LWDA”) pursuant to PAGA;
- 21 3. Approving Class Counsel’s request for one-third (1/3) of the escalated Gross
22 Settlement Amount, i.e., One Hundred Sixty-Eight Thousand Four Hundred Seventy-Four Dollars and
23 Eighty-Three Cents (\$168,474.83) in attorneys’ fees, plus reimbursement of actual costs and expenses
24 in the amount of Twenty-Two Thousand Eight Hundred Twenty-Two Dollars and Twenty Cents
25 (\$22,822.20);
- 26 4. Approving the Class Representative Service Payment to Plaintiff in the amount of Five
27 Thousand Dollars and Zero Cents (\$5,000.00) in recognition of his services to the Class Members;

28 ///

5. Approving the Administration Expenses Payment to ILYM Group, Inc. in the amount of Five Thousand Nine Hundred Fifty Dollars and Zero Cents (\$5,950.00); and

8. Approving Sixteen Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$16,875.00) to be paid to the LWDA as seventy-five percent (75%) of the Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) 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), the Class Representative (Sergio Valdez), and the Administrator (Amanda Howard 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: February 24, 2026

BLACKSTONE LAW, APC

By:

Alexandra Rose
Attorneys for Plaintiff Sergio Valdez
and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Sergio Valdez (“Plaintiff” or “Class Representative”) seeks final approval of the class
4 action settlement reached with Defendants Ampere Computing, LLC, Ampere Computing Employer,
5 LLC (together, “Ampere”) and Aerotek, Inc. (“Aerotek”) (collectively, “Defendants”). Subject to
6 Court approval, Plaintiff and Defendants (collectively, the “Parties”) have settled the Released Class
7 Claims and Released PAGA Claims as defined in the Class Action and PAGA Settlement Agreement
8 (“Settlement Agreement” or “Settlement”) for a total amount of Five Hundred Five Thousand Four
9 Hundred Twenty-Four Dollars and Forty-Eight Cents (\$505,424.48) (“Gross Settlement Amount”).
10 (See Declaration of Alexandra Rose in Support of Plaintiff’s Motion for Final Approval of Class
11 Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses
12 Payment, Class Representative Service Payment, and Administration Expenses Payment [“Rose
13 Decl.”], ¶¶ 15 and 16, Exh. 1).

14 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
15 current and former non-exempt California employees employed directly by Ampere who worked for
16 Ampere during the Class Period, and all Contingent Workers assigned by Aerotek to Ampere in
17 California at any time during the Class Period” (“Class” or “Class Member(s)”). (Settlement
18 Agreement, ¶ 1.5; Rose Decl., ¶ 14). The “Class Period” is defined as the period from March 8, 2020
19 through September 30, 2025. (Settlement Agreement, ¶ 1.11; Rose Decl., ¶ 14). “Contingent
20 Worker(s)” means “all current and former non-exempt California employees of Aerotek who were
21 assigned by Aerotek to Ampere to render services in California to Ampere.” (Settlement Agreement,
22 ¶ 1.14; Rose Decl., ¶ 14). The “Participating Class Members” consist of all Class Members who did
23 not submit a valid and timely Request for Exclusion. (Settlement Agreement, ¶ 1.33; Rose Decl., ¶
24 14). The “Aggrieved Employee(s)” consist of “all current and former non-exempt California
25 employees employed directly by Ampere who worked for Ampere during the PAGA Period, and all
26 Contingent Workers assigned by Aerotek to Ampere during the PAGA Period.” (Settlement
27 Agreement, ¶ 1.4; Rose Decl., ¶ 14). The “PAGA Period” is defined as the period from March 8, 2023
28 through September 30, 2025. (Settlement Agreement, ¶ 1.29; Rose Decl., ¶ 14).

1 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
2 approval under California law because it is fair, adequate, and reasonable. (Rose Decl., Exh. 1; *See*
3 *also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor*
4 *Company* (1996) 48 Cal.App.4th 1794, 180 l). The response of the Class to the Settlement confirms
5 that final settlement approval is appropriate. *There have been no objections to and no requests to opt-*
6 *out from the Class Settlement.* (Declaration of Amanda Howard of ILYM Group, Inc. Regarding
7 Notice and Settlement Administration [“ILYM Decl.”], ¶¶ 10 and 11).

8 Because the Settlement achieves outstanding results for the Participating Class Members, the
9 Aggrieved Employees, and the State of California, Plaintiff respectfully requests, on behalf of the
10 Class and without opposition from Defendants, that the Court approve the Settlement as fair, adequate,
11 and reasonable, and enter judgment in accordance with the Settlement’s terms.

12 Plaintiff seeks the Court’s approval of an attorneys’ fee award of one-third (1/3) of the
13 escalated Gross Settlement Amount, equaling One Hundred Sixty-Eight Thousand Four Hundred
14 Seventy-Four Dollars and Eighty-Three Cents (\$168,474.83) (“Class Counsel Fees Payment”), plus
15 reimbursement of actual litigation costs and expenses in the amount of Twenty-Two Thousand Eight
16 Hundred Twenty-Two Dollars and Twenty Cents (\$22,822.20) (“Class Counsel Litigation Expenses
17 Payment”). Class Counsel’s request for an award of attorneys’ fees and costs is reasonable and
18 appropriate in light of the outstanding work performed by Class Counsel in the matter, the contingent
19 nature of this action, and the results achieved under the Settlement. (*See Lealao v. Beneficial*
20 *California, Inc.* (2000) 82 Cal.App.4th 19).

21 Plaintiff also requests the Court’s approval of the amount to be paid to Plaintiff in the amount
22 of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Class Representative Service Payment”) for
23 his services on behalf of the Class. This amount proposed to be awarded to Plaintiff is fair and
24 reasonable for the reasons Plaintiff provided in his declaration. (*See Declaration of Plaintiff Sergio*
25 *Valdez in Support of Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel*
26 *Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment,*
27 *and Administration Expenses Payment* [“Valdez Decl.”] filed concurrently herewith). Courts approve
28 incentive awards to plaintiffs when justified and appropriate to compensate plaintiffs for their time,

1 effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Riclifield Co.* (N.D. Cal. 1995) 901 F.
2 Supp. 294, 299).

3 Finally, Plaintiff requests that the Court approve the payment of Five Thousand Nine Hundred
4 Fifty Dollars and Zero Cents (\$5,950.00) (“Administration Expenses Payment”) to ILYM Group, Inc.
5 (“ILYM” or “Administrator”) as compensation for its administration services it has and will provide
6 in connection with the Settlement. (*See, generally,* ILYM Decl.).

7 In order to efficiently present the Court with adequate information to determine whether to
8 grant final approval of the Settlement and award the Class Counsel Fees Payment, Class Counsel
9 Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses
10 Payment, Plaintiff also moves for an order permitting the filing of this single consolidated
11 memorandum, although it exceeds the page limit established by California Rules of Court, Rule
12 3.1113(d), instead of filing several separate motions.

13 II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

14 Ampere are a semiconductor design company based in Santa Clara, California that develops
15 processors for servers operating in large scale environments. Aeretek is a staffing agency that placed
16 employees at Ampere. Plaintiff was employed by Aeretek and temporarily assigned to work as a
17 contingent worker at Ampere as an hourly-paid and/or non-exempt Test Technician from
18 approximately June 2022 to approximately April 2023. (Valdez Decl., ¶ 2).

19 On March 5, 2024, Plaintiff provided written notice to the California Labor and Workforce
20 Development Agency (“LWDA”) by online submission and to Defendants by U.S. Certified Mail,
21 pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor
22 Code alleged to have been violated by Defendants (“PAGA Notice”). (Rose Decl., ¶ 2).

23 On March 8, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Sergio Valdez*
24 *v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court Case No. 24CV432716 (“Class
25 Action”), thereby commencing a putative class action against Defendants Ampere Computing, LLC
26 and Aeretek. (*Id.*, ¶ 3).

27 On April 25, 2024, pursuant to Plaintiff’s request, the Court dismissed the putative class action
28 claims against Defendants Ampere Computing, LLC and Aeretek without prejudice. (*Id.*, ¶ 4).

1 On May 10, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private
2 Attorneys General Act, Cal. Labor Code §§ 2699 *et seq.* in the action entitled *Sergio Valdez v. Ampere*
3 *Computing, LLC, et al.*, Santa Clara County Superior Court Case No. 24CV438808 (“Action”),
4 thereby commencing a representative action under the Private Attorneys’ General Act (“PAGA”)
5 against Defendants Ampere Computing, LLC and Aerotek. (*Id.*, ¶ 5).

6 On August 8, 2024, Aerotek filed a Motion to Compel Arbitration and to Stay Action (“Class
7 Motion to Compel Arbitration”) and supporting documents in the Class Action. (*Id.*, ¶ 6).

8 On August 8, 2024, Aerotek filed a Motion to Compel Arbitration of Plaintiff’s Individual
9 PAGA Claims and to Stay Plaintiff’s Non-Individual PAGA Claims (“PAGA Motion to Compel
10 Arbitration”) and supporting documents in the Action. (*Id.* ¶ 7).

11 On December 27, 2024, Plaintiff and Ampere Computing, LLC participated in a formal
12 mediation conducted by Peter S. Rukin, Esq. (“Mediator”), a neutral and respected mediator with
13 extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s
14 evaluations, an agreement to resolve this dispute on a class and representative basis to which Aerotek
15 agreed. (*Id.*, ¶ 8). The Parties then worked diligently to negotiate and memorialize the terms in a long
16 form settlement agreement. (*Ibid.*).

17 On January 17, 2025, pursuant to the joint stipulation of the Parties, the Court vacated the
18 Class Motion to Compel Arbitration without prejudice. (*Id.*, ¶ 9).

19 On January 22, 2025, pursuant to the joint stipulation of the Parties, the Court vacated the
20 PAGA Motion to Compel Arbitration without prejudice. (*Id.*, ¶ 10).

21 On May 7, 2025, the Parties executed the Settlement Agreement. (*Id.*, ¶ 11 and Exh. 1).

22 On May 28, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint
23 (“Operative Complaint”) in the Action, which, *inter alia*, added the class claims previously dismissed
24 without prejudice in the Class Action and Ampere Computing Employer, LLC as a named defendant.
25 (*Id.*, ¶ 12). The Operative Complaint alleges ten (10) causes of action for violations of the California
26 Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide
27 compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest
28 periods and premiums payments in lieu thereof, failure to timely pay wages during employment,

1 failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure
2 to reimburse necessary business expenses, for violations of California Business & Professions Code
3 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
4 penalties under PAGA based on the aforementioned California Labor Code violations. (Ibid).

5 On June 16, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA
6 Settlement (“Motion for Preliminary Approval”). (*Id.*, ¶ 13). On September 30, 2025, the Court
7 entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary
8 Approval Order”), thereby preliminary approving the terms of the Settlement Agreement, the Court
9 Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class
10 Notice”), and the proposed administration procedures and associated deadlines. (*Id.*, ¶ 13 and Exh.
11 2).

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

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

19 There are 89 Participating Class Members who worked for or were assigned to render services
20 to Ampere for 6,046 weeks during the Class Period (“Workweeks”) and 54 Aggrieved Employees who
21 worked for or were assigned to render services to Ampere for 1,887 pay periods during the PAGA
22 Period (“PAGA Pay Periods”). (Settlement Agreement, ¶¶ 1.28 and 1.43; Rose Decl., ¶ 15).
23 Accordingly, the Escalator Clause of the Settlement Agreement was triggered. (Settlement
24 Agreement, ¶ 8; Rose Decl., ¶ 15). Specifically, the number of actual Workweeks (i.e., 6,046) is
25 12.32% higher than the Workweek threshold in the Escalator Clause (i.e., 5,383). (Settlement
26 Agreement, ¶ 8; Rose Decl., ¶ 15). As a result, the Gross Settlement Amount increased from Four
27 Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) by 12.32% (or \$55,424.48) to Five
28 Hundred Five Thousand Four Hundred Twenty-Four Dollars and Forty-Eight Cents (\$505,424.48).

1 (Settlement Agreement, ¶ 8; Rose Decl., ¶ 15).

2 The escalated Gross Settlement Amount, which is exclusive of employer-side payroll taxes,
3 includes: (1) Class Counsel's fees in the amount of one-third (1/3) of the escalated Gross Settlement
4 Amount, equaling One Hundred Sixty-Eight Thousand Four Hundred Seventy-Four Dollars and
5 Eighty-Three Cents (\$168,474.83); (2) Class Counsel's actual litigation costs and expenses, in the
6 amount of Twenty-Two Thousand Eight Hundred Twenty-Two Dollars and Twenty Cents
7 (\$22,822.20); (3) Administration Expenses Payment in the amount Five Thousand Nine Hundred Fifty
8 Dollars and Zero Cents (\$5,950.00); (4) Class Representative Service Payment in the amount of Five
9 Thousand Dollars and Zero Cents (\$5,000.00); and (5) PAGA Penalties in the amount of Twenty-Two
10 Thousand Five Hundred Dollars and Zero Cents (\$22,500.00). (Settlement Agreement, ¶¶ 1.21, 3.2.1,
11 3.2.2, 3.2.3, and 3.2.7; Rose Decl., ¶ 16). After the above Court-approved amounts are deducted from
12 the escalated Gross Settlement Amount, the Participating Class Members will share in a Net
13 Settlement Amount of approximately Two Hundred Eighty Thousand Six Hundred Seventy-Seven
14 Dollars and Forty-Five Cents (\$280,677.45). (Settlement Agreement, ¶ 1.26; Rose Decl., ¶ 16).

15 The Settlement does not require Participating Class Members to submit claims as a prerequisite
16 to receiving their *pro rata* share of the Net Settlement Amount ("Individual Class Payment") nor does
17 it require Aggrieved Employees to submit claims as a prerequisite to receiving their *pro rata* share of
18 twenty-five percent (25%) of the PAGA Penalties ("Individual PAGA Payment"). (Settlement
19 Agreement, ¶¶ 1.22 and 1.23; Rose Decl., ¶ 17). Individual Class Payments are calculated by the
20 Administrator by dividing the Net Settlement Amount by the total number of Workweeks worked by
21 all Participating Class Members during the Class Period and multiplying the result by each
22 Participating Class Member's total number of Workweeks worked during the Class Period.
23 (Settlement Agreement, ¶¶ 1.22 and 3.2.4; Rose Decl., ¶ 17). Individual PAGA Payments are
24 calculated by the Administrator by dividing the amount of the Aggrieved Employees' 25% share of
25 the PAGA Penalties (\$5,625.00) by the total number of PAGA Pay Periods worked by all Aggrieved
26 Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's total
27 number of PAGA Pay Periods worked during the PAGA Period. (Settlement Agreement, ¶ 3.2.8;
28 Rose Decl., ¶ 17)

Each Individual Class Payment will be allocated as twenty percent (20%) wages (the “Wage Portion”) and eighty percent (80%) interest and penalties (the “Non-Wage Portion”). (Settlement Agreement, ¶ 3.2.5; Rose Decl., ¶ 19). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. (Settlement Agreement, ¶ 3.2.5; Rose Decl., ¶ 19). Ampere will separately pay employer payroll taxes owed on the Wage Portion. (Settlement Agreement, ¶ 3.1; Rose Decl., ¶ 19). The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. (Settlement Agreement, ¶ 3.2.5; Rose Decl., ¶ 19). The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. (Settlement Agreement, ¶ 3.2.5; Rose Decl., ¶ 19).

Each Individual Class Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Settlement Agreement, ¶ 4.5; Rose Decl., ¶ 20). Any funds associated with such canceled checks will be distributed by the Administrator to Child Advocates of Silicon Valley (“Cy Pres Recipient”). (Settlement Agreement, ¶ 4.7; Rose Decl., ¶ 20). The Parties and their counsel have represented that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. (Settlement Agreement, ¶ 4.7; Rose Decl., ¶ 20).

Upon the Effective Date and full funding of the entire Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims and causes of action that were alleged, or reasonably could have been alleged, based on the factual allegations in the Operative Complaint, arising during the Class Period, including, but not limited to, all of the following claims for: (a) failure to pay all wages (including, but not limited to, overtime and minimum wages); (b) failure to provide compliant meal and rest periods and associated premium payments; (c) failure to reimburse necessary business-related expenses; (d) failure to provide compliant and/or timely wage statements; (e) failure to timely pay all wages owed upon termination of employment; (f) failure to timely pay all wages owed during employment; (g) violations of the Unfair Competition Law; (h) any other claims or penalties under the wage and hour laws or primary

1 rights asserted in the Operative Complaint; and (i) all damages, penalties, interest, and other amounts
2 recoverable under said causes of action under the law, to the extent permissible, including but not
3 limited to the California Labor Code, the applicable Wage Orders, and the California Unfair
4 Competition Law as to the facts alleged in the Operative Complaint (collectively, the “Released Class
5 Claims”). (Settlement Agreement, ¶¶ 5 and 5.3). Notwithstanding the above, only those Participating
6 Class Members who were employed by Aerotek release the Released Parties from the Released Class
7 Claims for the time period that they were assigned to work at Ampere. (*Id.*, ¶ 5.3). Except for the
8 Released PAGA Claims, Participating Class Members do not release any other claims, including
9 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
10 unemployment insurance, disability, social security, workers’ compensation, or claims based on facts
11 occurring outside the Class Period. (*Ibid.*). Plaintiff and the Participating Class Members may
12 hereafter discover facts or legal arguments in addition to or different from those they now know or
13 currently believe to be true with respect to the claims, causes of action, and legal theories of recovery
14 in the Action which are the subject matter of the Released Class Claims. (*Ibid.*). Regardless, the
15 discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released
16 Class Claims, and by virtue of the Settlement Agreement, Plaintiff and the Participating Class
17 Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall
18 have, fully, finally, and forever settled and released all of the Released Class Claims as defined in the
19 Settlement Agreement. (*Ibid.*).

20 Upon the Effective Date and full funding of the entire Gross Settlement Amount and employer
21 payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees,
22 on behalf of themselves and their respective former and present representatives, agents, attorneys,
23 heirs, administrators, successors, and assigns, release the Released Parties from all claims for PAGA
24 penalties that were alleged, or reasonably could have been alleged, based on the factual allegations in
25 the Operative Complaint and PAGA Notice, arising during the PAGA Period, including, but not
26 limited to, all of the following PAGA claims for: (a) failure to pay all wages (including, but not limited
27 to, overtime and minimum wages); (b) failure to provide compliant meal and rest periods and
28 associated premium payments; (c) failure to reimburse necessary business-related expenses; (d) failure

1 to provide compliant and/or timely wage statements; (e) failure to timely pay all wages owed upon
2 termination of employment; (f) failure to timely pay all wages owed during employment; (g) failure
3 to maintain accurate payroll records; (h) any other claims or penalties under the wage and hour laws
4 or primary rights asserted in the Operative Complaint and PAGA Notice; and (h) all penalties, interest,
5 and other amounts recoverable under said claims under the law, to the extent permissible, including
6 but not limited to the California Labor Code and the applicable Wage Orders as to the facts alleged in
7 the Operative Complaint and PAGA Notice (collectively, the “Released PAGA Claims”). (*Id.*, ¶ 5.4).
8 Notwithstanding the above, only those Aggrieved Employees who were employed by Aerotek release
9 the Released Parties from the Released PAGA Claims for the time period that they were assigned to
10 work at Ampere. (*Ibid.*)

11 Upon the Effective Date and full funding of the entire Gross Settlement Amount and employer
12 payroll taxes owed on the Wage Portion of the Individual Class Payments, to the extent not already
13 covered by other past settlements, Plaintiff, individually, and on behalf of his respective former and
14 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
15 generally, releases and discharges the Released Parties from all claims, transactions, or occurrences
16 arising out of Plaintiff’s employment with Aerotek and assignment at Ampere that occurred prior to
17 the date of execution of the Settlement Agreement, including, but not limited to: (a) all claims that
18 were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint
19 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained
20 in the Operative Complaint, PAGA Notice, or ascertained during the Action and released under
21 Paragraph 5.3 of the Settlement Agreement; and (c) all claims, demands, actions, causes of action,
22 suits, damages, penalties, losses, and expenses, of any and every nature whatsoever, known or
23 unknown, as a result of actions or omissions by the Released Parties arising out of, or in any way
24 related to, Plaintiff’s employment and/or separation with Defendants, including, without limitation,
25 claims for negligent or intentional tortious conduct, express or implied contract, covenants of fair
26 dealing and good faith, wrongful discharge, unpaid wages, unlawful discrimination, harassment, or
27 failure to accommodate and any other claims related to the terms and conditions of employment
28 including under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Sections 1981

1 through 1988 of Title 42 of the United States Code, the Employee Retirement Income Security Act,
2 the Age Discrimination in Employment Act, the Family Medical Leave Act, the Americans with
3 Disabilities Act, the Pregnancy Discrimination Act, the Worker Adjustment Retraining and
4 Notification Act, the Equal Pay Act, 42 U.S.C. § 1395y(b)(3)(A) et seq., the Fair Labor Standards Act,
5 the National Labor Relations Act, the California Family Rights Act, the California Fair Employment
6 and Housing Act, the Unruh Civil Rights Act, the Ralph Civil Rights Act, the California Fair Chance
7 Act, the California Fair Pay Act, the California Healthy Workplaces, Healthy Families Act, the
8 California CROWN Act, the California Labor Code, the California Private Attorneys' General Act,
9 and any amendments to the foregoing, or any other federal, state or local statute, rule, ordinance, or
10 regulation, or other public policy, contract, tort, or common law theory, and any statutory or common
11 law principle allowing for the recovery of attorneys' fees, costs, or other expenses ("Plaintiff's
12 Release"). (*Id.*, ¶ 5.1). The Plaintiff's Release does not extend to any claims or actions to enforce the
13 Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability
14 benefits, social security benefits, or workers' compensation benefits that arose at any time. (*Ibid.*).
15 Additionally, nothing in the Plaintiff's Release shall be construed to prevent the disclosure of factual
16 information related to any acts of sexual assault, sexual harassment, workplace harassment or
17 discrimination, failure to prevent an act of workplace harassment or discrimination, or act of retaliation
18 against a person for reporting harassment or discrimination, or waives Plaintiff's right to testify in an
19 administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged
20 sexual harassment on the part of Defendants, or on the part of the agents or employees of Defendants,
21 when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order,
22 subpoena, or written request from an administrative agency or the legislature, or shall prevent Plaintiff
23 from communicating with, filing a charge or complaint with, or from participating in an investigation
24 or proceeding conducted by the Equal Employment Opportunity Commission, National Labor
25 Relations Board, the Securities and Exchange Commission, or any other any federal, state, or local
26 agency charged with the enforcement of any laws, including providing documents or any other
27 information, or limit Plaintiff from exercising rights under Section 7 of the NLRA to engage in
28 protected, concerted activity with other employees, although by signing the Settlement Agreement

1 Plaintiff is waiving rights to individual relief in any charge, complaint, or lawsuit or other proceeding
2 brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have
3 to receive a payment or an award from a government agency (and not Defendants) for information
4 provided to the government agency or where otherwise prohibited. (Ibid). Plaintiff acknowledges
5 that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff
6 now knows or believes to be true but agrees, nonetheless, that the Plaintiff's Release shall be and
7 remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
8 discovery of them. (Ibid). For purposes of the Plaintiff's Release, Plaintiff expressly waives and
9 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
10 which reads:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
12 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
13 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
14 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
15 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
16 PARTY.
17 (Ibid).

18 The "Released Parties" means Defendants and their respective past and present direct and/or
19 indirect officers, directors, members, managers, exempt employees, agents, representatives, attorneys,
20 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
21 divisions, predecessors, successors, assigns, and joint venturers. (*Id.*, ¶ 1.39).

22 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

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

25 On September 18, 2025, ILYM received the Court approved text for the Class Notice from
26 Class Counsel. (ILYM Decl., ¶ 4).

27 On October 21, 2025, ILYM received the class data file from Defendant's counsel, which
28 contained the full name, Social Security number, last known mailing address, dates worked during the
Class Period and PAGA Period, and number of Workweeks and number of PAGA Pay Periods for
each Class Member and Aggrieved Employee (collectively, "Class Data"). (*Id.*, ¶ 5). The Class Data

1 was uploaded to ILYM's database and checked for duplicates and other possible discrepancies. (Ibid).
2 The Class Data contained 89 individuals identified as Class Members who worked 6,046 Workweeks
3 during the Class Period and 54 individuals identified as Aggrieved Employees who worked 1,887
4 PAGA Pay Periods during the PAGA Period. (*Id.*, ¶¶ 5 and 16).

5 As part of the preparation for mailing, all 89 names and addresses contained in the Class Data
6 were then processed against the National Change of Address ("NCOA") database, maintained by the
7 United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses
8 of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 7). The NCOA contains requested
9 change of addresses filed with the USPS. (Ibid). To the extent that an updated address was found in
10 the NCOA database, the updated address was used for the mailing of the Class Notice. (Ibid). To the
11 extent that no updated address was found in the NCOA database, the original address provided by
12 Defendants' counsel was used for the mailing of the Class Notice. (Ibid).

13 On November 7, 2025, the Class Notice was mailed, via U.S. First Class Mail, to all 89
14 individuals contained in the Class Data. (*Id.*, ¶ 8). 4 Class Notices were returned to ILYM as
15 undeliverable. (*Id.*, ¶ 9). ILYM performed a computerized skip trace on the 4 returned Class Notices
16 that did not have a forwarding address in an effort to obtain an updated address for the purpose of re-
17 mailing the Class Notice and the Class Notice was promptly re-mailed to those Class Members, via
18 U.S First Class Mail. (Ibid). A total of 2 Class Notices have been deemed undeliverable as no updated
19 address was found notwithstanding the skip tracing. (Ibid).

20 Class Members had sixty (60) calendar days after the Administrator mailed the Class Notices
21 to submit a Request for Exclusion, written objection, and/or challenge to Workweeks and/or PAGA
22 Pay Periods ("Response Deadline"). (Settlement Agreement, ¶ 1.41). The Response Deadline was
23 January 6, 2025. (ILYM Decl., ¶¶ 10-12). The Administrator did not receive any Requests for
24 Exclusion, written objections, and/or challenges to Workweeks and/or PAGA Pay Periods. (Ibid).

25 The estimated average gross Individual Class Payment is \$3,129.21, the estimated highest
26 gross Individual Class Payment is \$13,404.47, and the estimated lowest gross Individual Class
27 Payment is \$46.06; the estimated average Individual PAGA Payment is \$104.17, the estimated highest
28 Individual PAGA Payment is \$310.02, and the estimated lowest Individual PAGA Payment is \$2.98.

(*Id.*, ¶¶ 15 and 17).¹

V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

On May 9, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2). (*Rose Decl.*, ¶ 21). The LWDA has not objected or otherwise responded to the submissions. (*Ibid.*)

VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL

A. The Legal Standard for Final Approval

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

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¹ The actual average, highest, and lowest Individual Class Payments will be larger than the amounts stated in the ILYM Decl. because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$25,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$2,177.80 will be part of the Net Settlement Amount).

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

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

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

8 Courts typically assess the status of discovery in determining whether a class action settlement
9 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
10 Ampere produced all of the putative class members’ time and pay data as well as its relevant wage
11 and hour policies, and information regarding the total number of putative class members, the number
12 of current versus former employees, and the total workweeks worked by the putative class members.
13 (Rose Decl., ¶ 23). Further, prior to mediation, Aerotek confirmed that only 5-10 employees were
14 placed at Ampere by Aerotek. (*Ibid.*). This allowed Class Counsel to conduct an informed assessment
15 and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.
16 (*Ibid.*). Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk*
17 *v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*
18 (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

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

28 ///

1 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
2 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
3 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
4 must consider “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of
5 further litigation, the risk of maintaining class action status through trial, the amount offered in
6 settlement, the extent of discovery completed and the stage of the proceedings, the experience and
7 views of counsel, the presence of a governmental participant, and the reaction of the class members to
8 the proposed settlement.” (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

9 Here, the reasonableness of the Settlement is underscored by the fact that Defendants have
10 legal and factual grounds for defending the Action. Based upon Class Counsel’s experience litigating
11 similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class
12 certification and the merits of the Action absent a settlement.

13 Class Counsel were aware of Defendants’ defenses and arguments and have also taken into
14 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
15 inherent in such litigation, including those involved in class and/or representative adjudication. (*Rose*
16 *Decl.*, ¶ 26). Plaintiff further recognizes the burdens of proof necessary to establish liability for the
17 claims asserted in the Action, Defendants’ defenses, and the difficulties in establishing entitlement to
18 monetary recovery. (*Ibid.*). Plaintiff has also considered the Parties’ settlement discussions, as well
19 as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and
20 employment matters. (*Ibid.*).

21 Defendants denied and continued to deny any liability and wrongdoing of any kind associated
22 with the claims alleged in the Action and further deny that class certification is appropriate for any
23 purpose other than the Settlement. (*Id.*, ¶ 27). Defendants believe that they would ultimately prevail
24 in the Action. (*Ibid.*). Defendants proffered defenses to both certification and to the merits of
25 Plaintiff’s claims. (*Ibid.*). Defendants contended that Plaintiff’s claims are not suitable for class
26 certification because individual issues would predominate should this case go to trial. (*Ibid.*). As with
27 all class actions, these complex cases raise difficult management and proof issues and, accordingly,
28 there is a significant risk that the Court may deny class certification. (*Ibid.*).

1 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
2 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
3 uncertain proposition. (*Id.*, ¶ 28). In order to prove liability and damages, Class Counsel would need
4 to request and analyze thousands of pages of documents, obtain the Class Members' contact
5 information, contact them, and obtain declarations at great expense. (*Ibid.*). Obtaining the cooperation
6 of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
7 against a current employer. (*Ibid.*). On the other hand, Defendants would likely be able to obtain the
8 cooperation of their employees. (*Ibid.*). Moreover, even if Plaintiff prevailed at class certification and
9 trial, possible appeals would substantially delay any recovery by the Class. (*Ibid.*).

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

13 **VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**
14 **AND SHOULD BE APPROVED**

15 Class Counsel seeks one-third (1/3) of the escalated Gross Settlement Amount (i.e.,
16 \$168,474.83) for fees for the time spent litigating this matter and reimbursement of actual costs and
17 expenses totaling Twenty-Two Thousand Eight Hundred Twenty-Two Dollars and Twenty Cents
18 (\$22,822.20) incurred in the prosecution of the Action. (Rose Decl., ¶ 30). The requested fees and
19 costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation
20 on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for
21 the Class Members. (*Ibid.*).

22 **A. Plaintiff's Fee Request of One-Third (1/3) of the Escalated Gross**
23 **Settlement Amount is Proper Under the Common Fund Doctrine**

24 Courts have long recognized the "common fund" or "common benefit" doctrine, under which
25 attorneys who create a common fund or benefit for a group of persons may be awarded their fees and
26 costs to be paid out of the fund. (*See Serrano v. Priest* ("Serrano III") (1977) 20 Cal.3d 25, 34,
27 quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees'*
28 *Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995)

1 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*
2 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

3 The California Supreme Court has held that, “when a number of persons are entitled in
4 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
5 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees
6 out of the fund.” (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D’Amico*, 11 Cal.3d 1; *see also Boeing,*
7 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than
8 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra*,
9 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
10 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
11 explains the common fund doctrine as follows:

12 Where the lawsuit results in the recovery of a fund or property benefiting
13 others as well as plaintiff (e.g., a class action), the court has inherent
14 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.

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

19 In *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein
20 class counsel obtained a \$19 million non-reversionary settlement on behalf of the class, the California
21 Supreme Court approved the use of the percentage of fund or common fund method to award one-
22 third of the settlement amount or \$6,333,333.33 to class counsel for attorneys’ fees. The Court stated:

23 Whatever doubts may have been created by *Serrano III, supra*, 20 Cal.3d 25, [], or the
24 Court of Appeal cases that followed, we clarify today that use of the percentage method
25 to calculate a fee in a common fund case, where the award serves to spread the attorney
26 fee among all the beneficiaries of the fund, does not in itself constitute an abuse of
27 discretion. We join the overwhelming majority of federal and state courts in holding
28 that when class action litigation established a monetary fund for the benefit of the class
members, and the trial court in its equitable powers awards class counsel a fee out of
that fund, the court may determine the amount of a reasonable fee by choosing an
appropriate percentage of the fund created. The recognized advantages of the percentage
method - including relative ease of calculation, alignment of incentives between counsel

1 and the class, a better approximation of market conditions in a contingency case, and
2 the encouragement it provides counsel to seek an early settlement and avoid
3 unnecessarily prolonging the litigation [] convince us the percentage method is a
valuable tool that should not be denied our trial courts.

4 (*Laffitte*, 1 Cal.5th at 503).

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

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

20 The Supreme Court noted that several courts have expressed frustration with the alternative
21 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
22 often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; *see Lealao v. Beneficial California, Inc.*
23 (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373,
24 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class
25 counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing
26 an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources.
27 (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the
28 percentage of the common fund approach to determine the award of attorney’s fees. (*Lealao*, 82

1 Cal.App.4th at 30-31; *see e.g., In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79
2 (approving attorney's fee of 33%)).

3 A fee of one-third (1/3) of the escalated Gross Settlement Amount (i.e., \$168,474.83) is easily
4 within the range of reasonableness. Historically, courts have awarded percentage fees in the range of
5 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F.
6 Supp. at 1378). According to Professor Newberg: "No general rule can be articulated on what is a
7 reasonable percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a
8 reasonable fee award from a common fund, in order to assure that fees do not consume a
9 disproportionate part of the recovery obtained for the class, though somewhat larger percentages are
10 not unprecedented." (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel's requested fee is
11 reasonable and falls well within the historical range of attorney's fee awards under the common fund
12 theory. Based on Class Counsel's showing of reasonableness, the Court should approve the requested
13 fees pursuant to the common fund approach.

14 **B. The Circumstances of this Case Support a One-Third (1/3) Fee Award**

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

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

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

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

26 From the outset of the Action to the present, prosecution of this matter has involved significant
27 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
28 with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this
matter with no guarantee of success. The risks of this matter are apparent in that class certification
would likely have been a hard-fought issue, especially given the uncertainty regarding certification of
cases such as this. Moreover, even if class certification were granted over Defendants' opposition,

1 there was no assurance that Plaintiff would succeed at trial. (Rose Decl., ¶¶ 25-28). Despite such
2 challenges, Class Counsel was able to persuade Defendants that they faced significant liability
3 exposure such that they were willing to pay \$505,424.48 to settle the Class Members' claims.

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

5 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
6 including litigation involving the legal issues in this matter. (Rose Decl., ¶¶ 33 and 34). Class
7 Counsel's skill in developing a factual record and convincing Defendants of their litigation exposure
8 under California law was essential to achieving the Settlement. Through its skill and reputation, Class
9 Counsel was able to obtain a settlement that provides an outstanding result for Class Members. (*See*
10 *generally* Rose Decl.).

11 **E. The Results Achieved**

12 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
13 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
14 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
15 which were described clearly in the Class Notice. As of the date of this Motion, Participating Class
16 Members will be paid, on average, approximately \$3,129.21 each, which is intended to compensate
17 them for the alleged wage and hour violations they suffered during their employment. (Rose Decl., ¶
18 18). This is a significant benefit for the Participating Class Members here as it represents a recovery
19 for highly disputed claims. Equally important is the fact that the State of California will receive
20 \$16,875.00 for enforcement of labor laws and education of employers. (*Id.*, ¶ 40).

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

27 ///

28 ///

1 **F. Preclusion of Other Employment**

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

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

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

15 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the
16 relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Rose Decl.,
17 ¶ 34). As a practical matter, few if any employees or consumers pay attorneys’ fees on an hourly basis
18 for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up
19 contingency fee (with the percentage increasing from one third to forty-five – and sometimes even
20 fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to
21 trial). (*Ibid*). Therefore, there is no customary hourly billing rate for work that is routinely based on
22 a contingent fee relationship, but the nature of class action work should be strongly considered by the
23 Court. (*Ibid*). Wage and hour work presents a specialized and challenging area of law that is not
24 within the knowledge of many lawyers. (*Ibid*). This kind of class action work requires specialized
25 learning and the willingness to take large risks. (*Ibid*).

1 Class Counsel has spent approximately 207.20 total hours litigating these claims to date.²
2 (Rose Decl., ¶ 34). Class Counsel expects to spend another 10 hours in connection with the final
3 approval process (including preparing for and attending the Final Approval Hearing, and managing
4 the Settlement through its conclusion, including anticipated communications with defense counsel, the
5 Administrator, our client, and Class Members). (*Id.*, ¶ 35). In addition to time spent during litigation,
6 reasonable hours also include the time spent before the Action was filed, including time spent
7 interviewing the client, investigating the facts and the law, preparing the initial pleadings, as well as
8 litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award should
9 include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982) 32
10 Cal.3d 621, 639 ("*Serrano IV*"). Based on the rates of Class Counsel, the total fees incurred to date
11 are \$194,069. (Rose Decl., ¶ 34). By the conclusion of this matter, the total fees are estimated to be
12 approximately \$201,569. (*Id.*, ¶ 35).

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

22 ///

23 ///

24
25
26 ² 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

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

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

6 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
7 clearly disclosed to each Class Member in the Court-approved Class Notice. (Rose Decl., ¶ 37; *See*
8 *also*, ILYM Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to
9 the request for attorneys' fees. (ILYM Decl., ¶ 11). It is fair to conclude that the Class approves
10 of/does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's
11 request for one-third (1/3) of the escalated Gross Settlement Amount, equaling One Hundred Sixty-
12 Eight Thousand Four Hundred Seventy-Four Dollars and Eighty-Three Cents (\$168,474.83), should
13 be granted.

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

15 Class Counsel seeks reimbursement of a total amount of Twenty-Two Thousand Eight
16 Hundred Twenty-Two Dollars and Twenty Cents (\$22,822.20) in costs and expenses in this matter,
17 which includes reasonable future costs for filing the Motion. (Rose Decl., ¶ 36 and Exh. 4). All costs
18 and expenses were reasonably incurred in prosecution of this matter.

19 **VIII. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT TO**
20 **PLAINTIFF IS REASONABLE**

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

1 is something to be said for rewarding those drivers who protect and help to bring rights to a group of
2 employees who have been the victims of discrimination.”)]. Here, the requested Class Representative
3 Service Payment is modest, reasonable, and should be approved.

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

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

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

1 employment, responding to his attorneys' inquiries, reviewing the settlement documents, and
2 approving the Settlement on behalf of all Class Members. (*See*, generally, Valdez Decl.).

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

11 **IX. THE REQUESTED ADMINISTRATION EXPENSES PAYMENT IS**
12 **REASONABLE**

13 In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, an
14 Administration Expenses Payment not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00).
15 (Rose Decl., ¶ 39). ILYM Group, Inc. is the approved Administrator. (*Ibid*). It is an experienced
16 class administrator and has adequately performed the administration tasks required by the Preliminary
17 Approval Order. ILYM Group, Inc.'s *actual* costs to administer the Settlement are only Five Thousand
18 Nine Hundred Fifty Dollars and Zero Cents (\$5,950.00). (ILYM Decl., ¶ 18 and Exh. B). Based
19 thereon, the requested costs should be approved.

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

21 Pursuant to California Labor Code Section 2699(1), the Superior Court shall review and
22 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
23 § 2699(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
24 should be approved. As part of the Settlement, Defendants have agreed to pay Twenty-Two Thousand
25 Five Hundred Dollars and Zero Cents (\$22,500.00) to settle the claims of the Aggrieved Employees
26 brought pursuant to PAGA, of which the payment of Sixteen Thousand Eight Hundred Seventy Five
27 Dollars and Zero Cents (\$16,875.00) (75% of the PAGA Penalties) will be paid to the LDWA for
28 education and enforcement purposes. (Rose Decl., ¶ 40).

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., ¶ 41).

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 escalated Gross Settlement Amount, the proposed method for
6 distribution of the escalated Gross Settlement Amount, the amounts proposed to be paid as the Class
7 Representative Service Payment to Plaintiff, the Administration Expenses Payment to the
8 Administrator, and the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment
9 to Class Counsel. (Rose Decl., ¶ 42; *see also* ILYM Decl., Exh. A thereto). The Class Notice
10 described the proposed Settlement with enough specificity to allow each Class Member to make an
11 informed choice whether to accept and participate in it. (Ibid). It also explained how and when Class
12 Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class Notice provided
13 the date for the hearing on final approval of the Settlement and informed Class Members how to obtain
14 additional information about the Settlement. (Ibid).

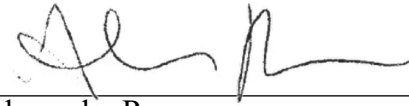
15 XII. CONCLUSION

16 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
17 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
18 attorneys' fees to Class Counsel of \$168,474.83; (2) the requested reimbursement of actual costs and
19 expenses to Class Counsel of \$22,822.20; (3) the requested Class Representative Service Payment to
20 Plaintiff of \$5,000.00; and (4) the requested Administration Expenses Payment to the Administrator
21 of \$5,950.00; and permit the filing of a memorandum that exceeds the page limit.

22 Respectfully submitted,

23 Dated: February 24, 2026

BLACKSTONE LAW, APC

24
25 By: 

Alexandra Rose
Attorneys for Plaintiff Sergio Valdez
and the Class