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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

ELIDA CORONA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

WEST AMERICAN RUBBER COMPANY, LLC, a California Limited Liability Company; and DOES 1 through 100,

Defendants.

CASE NO. 30-2024-01383622-CU-OE-CXC

[*Case assigned for all purposes to the Hon. Melissa R. McCormick, Dept. CX105*]

**PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENT**

Date: May 28, 2026
Time: 2:00 p.m.
Dept.: CX105

Action Filed: March 4, 2024
Trial Date: None Set

PLEASE TAKE NOTICE that on May 28, 2026, at 2:00 p.m., or as soon thereafter as the matter may be heard in Department CX105 of the Orange County Superior Court, located at 751 W Santa Ana Blvd, Santa Ana, California 92701, Plaintiff Elida Corona, as an individual and on behalf of a class of similarly situated individuals, will and hereby does move this Court for entry of an Order pursuant to California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court:

1. Confirming the certification of the Settlement Class for settlement purposes under California Code of Civil Procedure § 382;
2. Confirming the appointment of Plaintiff Elida Corona as the Class Representative for settlement purposes;
3. Confirming the appointment of Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC as Class Counsel for settlement purposes;
4. Granting final approval of the Stipulation of Settlement and the Amendment to Stipulation of Settlement (collectively, the "Settlement" or "Settlement Agreement");
5. Approving an award of $583,333.33 in attorneys' fees to Class Counsel;
6. Approving an award of $29,645.38 in actual litigation costs reimbursement to Class Counsel;
7. Approving an award of $6,500.00 in costs to Apex Class Action Administration for its settlement administration services;
8. Approving a Class Representative Enhancement Payment of $5,000.00 to Plaintiff Elida Corona for her service as the Class Representative;
9. Approving an award of $100,000.00 for civil penalties under the Private Attorneys General Act ("PAGA"), $75,000.00 of which will be paid to the California Labor and Workforce Development Agency ("LWDA"); and
10. Entering final judgment in the form of the [Proposed] Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement, Class Representative Enhancement Payment, and Attorneys' Fees and Costs, and Judgment (the "[Proposed] Judgement and Order") submitted herewith.

This Motion is made on the following grounds: (l) the Settlement Class continues to meet the requirements for class certification for settlement purposes only under Code of Civil Procedure § 382; (2) Plaintiff and Class Counsel continue to be adequate representatives of the Settlement Class; (3) the Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the requested awards of attorneys' fees and costs, Class Representative Enhancement Payment, LWDA payment for its share of PAGA penalties, and settlement administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the [Proposed] Judgment and Order submitted concurrently herewith should be entered so as to give finality to, and allow for disbursements from, the Settlement.

This Motion is based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of Matthew K. Moen, Paul K. Haines, Fletcher W. Schmidt, Susan J. Perez, Plaintiff Elida Corona,[1] Leigh Ann White, and Katie Tran of Apex Class Action Administration, and the exhibits attached thereto; the Settlement Agreement; all other pleadings and papers on file in this action; and on any further oral or documentary evidence or argument presented at the time of hearing.

Dated: May 5, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________
Matthew K. Moen
Attorneys for Plaintiff

[1] Plaintiff Elida Corona previously submitted her declaration in support of preliminary settlement approval on July 9, 2025. For the convenience of the Court, Plaintiff is re-submitting her declaration with the current filing.

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# MEMORANDUM OF POINTS AND AUTHORITIES

## I. INTRODUCTION

Plaintiff Elida Corona ("Plaintiff") hereby submits this Memorandum of Points and Authorities in support of her Motion for Final Approval of this Class Action and PAGA Action Settlement (the "Settlement") on behalf of all current and former non-exempt employees who worked for Defendant West American Rubber Company, LLC ("Defendant") in California between March 4, 2020 and October 7, 2025 (the "Class Period").[2] Plaintiff and Defendant are referred to collectively as "the Parties."

This is a $1,750,000.00 non-reversionary Settlement, in which all participating Settlement Class members will automatically receive payments without the need to submit a claim form. This results in average Individual Settlement Payments of approximately $3,944.31 to each of the 260 participating Settlement Class members, with the highest Individual Settlement Payment expected to be approximately $8,387.68, and the lowest Individual Settlement Payment expected to be approximately $8.21. Further, this Settlement provides additional consideration to the State of California and 190 PAGA Members for settlement of Plaintiff's claim for civil penalties under the Private Attorneys General Act ("PAGA"). This results in average payments to the PAGA Members of approximately $131.58, with the highest payment from the PAGA Amount expected to be approximately $281.07, and the lowest payment from the PAGA Amount expected to be approximately $0.64. This is a fair and reasonable resolution of the disputed wage and hour claims at issue in this case considering the significant litigation risks that Plaintiff faced. After receiving notice of the proposed Settlement and the estimated Individual Settlement Payments, zero Settlement Class members objected to the Settlement and only one Settlement Class member opted out from participation, resulting in a 99.62% participation rate.

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[2] While the Settlement Agreement calls for the Class Period to run through the date of preliminary approval, on February 19, 2026, the Settlement Administrator confirmed that the escalator clause in the Parties Settlement Agreement was triggered. *See* Settlement, ¶ 4.E. Pursuant to the Settlement Agreement, Defendant exercised its right under the escalator clause to close the Class Period as of the date that the aggregate workweeks worked by the Settlement Class Members reached 35,980. *Id*. Therefore, the Class Period runs through October 7, 2025.

As explained below, the Court should grant Plaintiff's Motion in its entirety because: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes under Code of Civil Procedure § 382; (2) the Settlement is a fair, adequate, and reasonable compromise of the disputed claims in this case; and (3) the amounts requested for Class Counsel's attorneys' fees and costs, Plaintiff's Class Representative Enhancement Payment, payment to the California Labor and Workforce Development Agency ("LWDA"), and settlement administration costs are all fair, adequate, and reasonable. In light of the foregoing, this Court should enter the [Proposed] Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement, Class Representative Enhancement Payment, and Attorneys' Fees and Costs, and Judgment (the "[Proposed] Judgement and Order"), submitted concurrently herewith.

## II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant manufactures rubber products for various industries. Moen Decl., ¶ 10. Plaintiff was hired by Defendant as a non-exempt "Machine Operator" in approximately 1997. *Id*.; Declaration of Elida Corona ("Corona Decl."), ¶ 2. Plaintiff's primary job duties include sorting and cutting rubber material using machinery and via hand trimming. *Id*. Like all Settlement Class members, Plaintiff was subject to Defendant's wage and hour policies and practices. Moen Decl., ¶ 10.

On March 4, 2024, Plaintiff filed the initial complaint in this action, alleging Defendant failed to: (i) pay all minimum wages owed; (ii) pay all overtime wages owed; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) issue accurate and itemized wage statements; and (vi) comply with California's Unfair Competition laws. Moen Decl., ¶ 11. On May 9, 2024, Plaintiff filed the operative First Amended Complaint ("FAC"), adding a cause of action for civil penalties under PAGA, premised on the underlying Labor Code violations contained in the initial complaint and Plaintiff's letter to the LWDA. *Id*.

In connection with mediation, Defendant provided Plaintiff with a 20% representative sampling of the Settlement Class members' timekeeping and payroll records spanning the relevant time period, as well as key data points and all relevant policy documents. Moen Decl., ¶ 12.

Plaintiff then retained an expert with a Ph.D. in economics to examine Defendant's produced data and conduct a comprehensive exposure analysis for the claims at issue. *Id*. On December 18, 2024, the Parties attended an early private mediation with respected wage and hour mediator Jeffrey A. Ross, Esq. *Id*. During mediation, the Parties debated the legal bases for their claims and defenses, their respective data analyses, and their positions. *Id*. At the conclusion of mediation, Mr. Ross made a mediator's proposal to fully resolve the claims in this action, which the parties ultimately accepted. *Id*. Over the following months, the Parties negotiated and executed the proposed long-form Stipulation of Settlement. *Id*. At the request of this Court, the Parties entered into an Amendment to Stipulation of Settlement (collectively with the Stipulation of Settlement, the "Settlement Agreement"). *Id*. On January 15, 2026, this Court preliminarily approved the Settlement Agreement. *Id*.; *see* Exhibit 1 (Preliminary Approval Order).[3]

On February 24, 2026, the Court-approved Notice of Class and PAGA Action Settlement, Notice of Individual Settlement Payment, Request for Exclusion Form, and Objection Form (collectively, the "Notice Packet") was mailed in English and Spanish via U.S. first-class mail to all 261 potential Settlement Class members. *See* Declaration of Katie Tran ("Tran Decl.") ¶ 9; Exhibit A. On March 4, 2026, Defendant, through its counsel, informed Apex that sixteen (16) additional individuals were inadvertently omitted from the original Class Data. *Id*., ¶ 10. Apex incorporated these additional records, recalculated the workweeks, and mailed the Court-approved Notice Packet to these sixteen (16) individuals via U.S. First-Class Mail. *Id*. As such, the final Class List consists of 261 individuals. *Id*. Settlement Class members had until April 27, 2026, to submit disputes, objections, and/or requests for exclusion (the "Response Deadline"). *Id*., ¶ 14. After the Response Deadline passed, zero Settlement Class members objected to the Settlement or submitted workweek disputes, and only one individual opted out from participation,

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[3] On July 9, 2025, Plaintiff submitted the Parties' Stipulation of Settlement to the LWDA in connection with the filing of her Motion for Preliminary Approval. *See* Moen Decl., Exhibit 2. On October 27, 2025, Plaintiff submitted the Parties' Amendment to Stipulation of Settlement to the LWDA in connection with the filing of her Supplemental Brief in Support of the Motion for Preliminary Approval. *Id*.

resulting in a 99.62% participation rate.[4] *Id.*, ¶¶ 15-18. Plaintiff now respectfully submits the Settlement for this Court's final approval.

## III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

### A. Settlement Class Definition

The Settlement Class includes: All current and former non-exempt employees who worked for Defendant in California between March 4, 2020 and October 7, 2025. *See* Moen Decl., Exhibit 1.

### B. Monetary Terms

Defendant will pay a non-reversionary Maximum Settlement Amount ("MSA") of $1,750,000.00. *See* Settlement Agreement, § 4. The Net Settlement Amount ("NSA") is the amount remaining from the MSA after deducting Court-approved amounts for attorneys' fees ($583,333.33) and verified costs reimbursement ($29,645.38), the Class Representative Enhancement Payment ($5,000.00), settlement administration costs ($6,500.00), and payment to the LWDA for its share of PAGA penalties ($75,000.00). Moen Decl., ¶ 13; Exhibit 3 (Expense Summary). Based on these requested amounts, Apex Class Action Administration ("Apex") calculates the NSA to be approximately $1,050,363.90. *See* Tran Decl., ¶ 19.

Apex will calculate and apportion Individual Settlement Payments from the NSA based on the proportionate number of workweeks worked by each participating Settlement Class members during the Class Period compared to the total number of workweeks worked by all participating Settlement Class members. *See* Settlement, § 5.B.iii. Moreover, participating Settlement Class members who were employed by Defendant at any time between March 4, 2023 and October 7, 2025, shall receive a portion of the Wage Statement Amount based on the number of workweeks that he or she worked during the aforementioned time period compared to the total number of workweeks worked by all participating Settlement Class members during the aforementioned time period. *Id.*, § 5.B.ii. Further, 25% of the PAGA Amount will be paid to all

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[4] As of the filing of this Motion, the extended Response Deadline has not yet occurred. *See* Moen Decl., 13. The extended Response Deadline for Settlement Class members who received a remailed notice will occur on May 11, 2026. *Id*. Since the extended Response Deadline for these individuals will occur before the May 28, 2026, final approval hearing date, Apex will submit a supplemental declaration to inform the Court of any objections, disputes, or additional Requests for Exclusion before May 28, 2026. *Id*.

PAGA Members, regardless of their election to opt-out from participating in the Settlement, based on the proportionate number of pay periods worked by the PAGA Members during the PAGA Period, divided by the total number of pay periods worked by all PAGA Members during the PAGA Period. *Id*., § 5.B.i. Individual Settlement Payments will be classified as 20% wages to be reported on an IRS Form W-2, and 80% penalties and interest to be reported on an IRS Form 1099. *Id*., § 5.D. Payments made to PAGA Members for their portion of the PAGA Amount will be attributed 100% to penalties and reported on an IRS Form 1099. *Id*. Defendant will pay the employer's share of payroll taxes separately and in addition to the MSA. *Id*., § 4.F.

### C. Summary of Notice Process

On February 2, 2026, Defendant provided Apex, the Court-approved Settlement Administrator, with a mailing list containing the names, last known addresses, phone numbers, Social Security numbers, and the workweeks and pay periods worked for each Settlement Class member during the Class Period. Tran Decl., ¶ 5. After performing address updates and verifications, Apex mailed the Notice Packets to all 245 potential Settlement Class members on February 24, 2026. *Id*., ¶¶ 8-9. As a result of Apex's use of a skip trace, a total of 21 Notice Packets were re-mailed. *Id*., ¶ 12. Ultimately, seven Notice Packets remain undeliverable. *Id*., ¶ 13. Settlement Class members had until April 27, 2026, to submit objections, disputes, and/or requests for exclusion. *Id*., ¶¶ 14-17. As of the date of this filing, not a single Settlement Class member objected to the Settlement and only one Settlement Class member opted out from participation, resulting in a 99.62% participation rate. *Id*., ¶ 18. Apex also reports zero disputes regarding the information included in the Notice Packet. *Id*., ¶ 17.

### D. Timing of Payments

Defendant will deposit the MSA ($1,750,000.00) with the Settlement Administrator within 30 calendar days after the Court signs an Order granting final approval of the Settlement.[5] *See* Settlement Agreement, §§ 3.D., 4.B. Within ten (10) business days of the full funding of the MSA, the Settlement Administrator will calculate each Settlement Class member's Individual

[5] The Settlement shall become effective upon the Court's signing of an Order granting final approval of the Settlement Agreement and Defendant's full funding of the entire Maximum Settlement Amount to the Settlement Administrator ("Effective Date"). *See* Settlement Agreement, § 3.D.

Settlement Payment, and each PAGA member's PAGA Amount, and will prepare and mail Individual Settlement Payments to Settlement Class members and PAGA Amounts to the PAGA members. *Id*., § 5.C. Settlement Class members and PAGA members will have 180 days from the date Apex mails the Individual Settlement Payments and PAGA amounts to cash their checks. *Id*., ¶ 5.E. In the event there are any uncashed checks remaining after 180 days, Apex will transfer any remaining funds to the California State Controller's Office Unclaimed Property Division in the name of the Settlement Class Member to whom the check was issued. *Id.*

## IV. ARGUMENT

### A. This Court Should Confirm its Conditional Certification of the Settlement Class for Settlement Purposes Because It Meets All of the Requirements for Class Certification Under Code of Civil Procedure § 382

Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest, and questions of law and fact common to the class predominate over questions unique to individual class members; (3) the representative's claims are typical of the class' claims; and (4) the representative will fairly and adequately represent the class' interests. *See Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. Here, the Court found that the Settlement Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on January 15, 2026. *See* Moen Decl., Exhibit 1. Since then, no events have cast doubt on the propriety of this determination, and in fact, the reaction of the Settlement Class members has been overwhelmingly supportive of the Settlement, with not a single Settlement Class member objecting to the Settlement, and only one individual opting out from participation, resulting in a 99.62% participation rate. *See* Tran Decl., ¶¶ 14-18. The Court should therefore confirm its conditional certification of the Settlement Class.

### B. This Court Should Finally Approve the Settlement Because it is a Fair, Adequate, and Reasonable Compromise of Disputed Wage and Hour Claims

California courts have a strong policy in favor of settlement. *See Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. *See Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79. This approval process consists of preliminary settlement approval, notice being given to class members, and a final fairness and approval hearing being held, at which class members can be heard with respect to the settlement. *Id*. Now that the settlement administrator has provided notice to the Settlement Class members, Plaintiff respectfully requests that the Court finally approve the Settlement as fair, adequate, and reasonable.

***1. The Settlement was Reached at Arms' Length, Through Experienced Counsel and an Experienced Mediator, and Was Based on Sufficient Information to Intelligently Negotiate a Fair Settlement Considering the Claims Asserted and Risks of Continued Litigation***

A settlement is presumptively fair where it is reached through arms'-length bargaining, based on sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is experienced in similar litigation, and the percentage of objectors to the settlement is small. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. In deciding whether to approve a proposed settlement, a trial court has broad powers to determine if the proposed settlement is fair under the circumstances of the case. *Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438. In exercising these powers, the overriding concern is to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk*, *supra*, 48 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider include, but are not limited to:

> [T]he 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.

*Id*. These factors require balancing, are non-exhaustive and, as such, trial courts should tailor the factors to each case and give due regard to "what is otherwise a private consensual agreement between the parties." *Id*.

"In the context of a settlement agreement, 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.* (2001) 91 Cal.App.4th 224,

250. Because settlements inherently involve compromise, even settlements providing for substantially narrower relief than what may be obtained if the suit were successfully litigated can be reasonable because, "the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation." *Id*. (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)).

Here, the Settlement resulted from extensive arms'-length settlement negotiations between qualified and experienced counsel with the aid of a neutral third-party mediator. The Settlement is fair, adequate, and reasonable for all Settlement Class members. While Plaintiff steadfastly maintains that her claims are meritorious, Defendant vigorously contests liability and the appropriateness of class treatment and, correspondingly, Plaintiff acknowledges the substantial risks and uncertainty in proceeding with class certification and eventually trial, which justify a downward departure from the maximum exposure that Plaintiff calculated each claim carried.

As detailed in Plaintiff's Motion for Preliminary Approval, Defendant maintains it has properly paid all minimum and overtime wages for all hours worked by the Settlement Class members. Moen Decl., ¶ 15. Defendant contends that its timekeeping practices are lawful, that employees are paid for all time actually worked in accordance with company policies and practices, and that its timekeeping practice is neutral and operates in an even-handed way, which Defendant asserts is lawful under the court's ruling in *See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889. *Id*.; *see also AHMC Healthcare, Inc. v. Superior Ct.* (2018) 24 Cal.App.5th 1014, 1027-29 (finding employer's time-rounding policy lawful where it was neutral "on its face" and "in practice"). Moreover, Defendant contends that Plaintiff could not certify this claim, as it would require individualized inquiries into each employee on a pay period by pay period basis as to what time an individual actually worked, notwithstanding early or late time punches, particularly since Defendant asserts its employees customarily did not begin work immediately after clocking in, but rather spent time prior to their scheduled shift start time putting away belongings and/or in the break room, rather than performing compensable work. Moen Decl., ¶ 15. As a result, whether an employee was overpaid or underpaid based on Defendant's timekeeping practice would result in an unmanageable series of mini-trials. *Id*. Finally, because *Camp v. Home Depot U.S.A., Inc.* has been granted review by the California Supreme Court, Defendant asserted that the decision is only persuasive, not binding authority. *Id*. Plaintiff faces the risk that the *Camp* holding could be reversed, rendering Plaintiff's reliance on Camp misplaced, and Defendant claims that under *See's Candy Shops, Inc. v. Superior Court*, its rounding practice will be found neutral and lawful. *Id*.

As to Plaintiff's meal period allegations, Defendant contends it maintained lawful meal period policies/practices throughout the Class Period. Moen Decl., ¶ 16. Specifically, Defendant argues that Plaintiff's claim will fail on its merits, and asserts that Plaintiff and Settlement Class members worked in a location of Defendant's facility where machines did not need to keep running at all times, therefore providing ample ability for Settlement Class members to take all provided meal periods. *Id*. Defendant further contends that Plaintiff's meal period claim is not suited for class certification as individual inquiries would be required to assess whether an employee chose to not take an otherwise provided meal period, whether was an employee ever validly waived a meal period, and whether a premium was paid on each shift in which a meal period was truly not provided, resulting in an unmanageable series of mini-trials. *Id*.

As to Plaintiff's rest period claim, Defendant maintains it authorized and permitted the Settlement Class members to take all lawful rest periods to which they are entitled. Moen Decl., ¶ 17. Defendant argues its employees are not required to go to the breakrooms for rest periods, and are authorized and permitted to take rest periods of 15 to 18-minutes, thereby subsuming any time required to walk and forth from the break room to the workstation. *Id*. Further, Defendant asserts that this claim is not suited for class certification, as it requires individualized inquiries into whether each employee was authorized and permitted to take a lawful rest period and on which days, which Defendant argues Plaintiff will be unable to substantiate with any common, documentary evidence, as rest periods are not required to be recorded, resulting in an unmanageable series of mini-trials. *Id*.

As to Plaintiff's derivative penalty claims, Defendant argues that Plaintiff's underlying claims will fail and, as a result, the derivative wage statement and PAGA claims must also fail.

Moen Decl., ¶ 18; *see Price v. Starbucks Corp*. (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Defendant also maintains that Plaintiff cannot show that the alleged wage statement violations were not "knowing and intentional," or that the putative class members "suffer[ed] injury," as required by Labor Code § 226(e) for imposition of penalties. Moen Decl., ¶ 18; *see Amaral v. Cintas Corp.* (2008) 163 Cal.App.4th 1157, 1201. Defendant also maintains that, given its good-faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties awarded. Moen Decl., ¶ 18; *see also* Labor Code § 2699(e)(2); *Carrington v. Starbucks Corp*. (2018) 30 Cal.App.5th 504 (affirming reduction of PAGA penalties to 10% of exposure).

These considerations not only bore heavily on the negotiations leading to the Settlement, but also confirm that the Settlement is a fair, adequate, and reasonable compromise considering the risks of further litigation. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff and Class Counsel carefully vetted the claims at issue and conducted a detailed analysis of Defendant's data to arrive at the calculated damages figures. It was only after this comprehensive analysis that the Parties participated in a mediation session and ultimately reached the Settlement now before the Court. Thus, while these risks are far from exhaustive, they show that the Settlement is fair, adequate, and reasonable.

#### ***2. The Settlement Fairly, Reasonably, and Adequately Compensates Class Members Because Each Settlement Class Member Will Be Paid Based on the Extent of His or Her Injury***

Apex will calculate Individual Settlement Payments based on the proportionate number of workweeks worked by each participating Settlement Class member during the Class Period divided by the total number of workweeks worked by all participating Settlement Class members. *See* Settlement Agreement, § 5.B.iii. Further, portions of the NSA will also be distributed to Settlement Class members who have standing to pursue claims for wage statement penalties and PAGA penalties. *Id*., §§ 5.B.i-ii. This method of distribution compensates Settlement Class members based on the estimated extent of their injuries, as Settlement Class members who worked more workweeks during the relevant time periods were subjected to more of the alleged wage and hour violations than those who worked fewer workweeks, and only Settlement Class members with standing to pursue derivative and/or PAGA penalties would have been eligible to recover those penalties. Thus, the formula is tethered to the damages and penalties that Settlement Class members could recover and is therefore, fair, adequate, and reasonable.

#### ***3. The 99.62% Participation Rate and Absence of Any Objections Further Confirm That the Settlement is Fair, Adequate, and Reasonable***

The Settlement Class members' response to the Settlement is relevant in evaluating whether it merits final approval. *Dunk*, *supra*, 48 Cal.App.4th at 1801. Further, the absence of objections and requests for exclusion support a fairness presumption. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a "particularly impressive" favorable response from class members). Here not a single Settlement Class member objected to the Settlement and only one individual opted out from participation, resulting in a 99.62% participation rate. *See* Tran Decl., ¶¶ 15-18. This extremely positive reaction from the Settlement Class members further confirms that the Settlement is fair, adequate, and reasonable.

### **C. <u>The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the Maximum Settlement Amount</u>**

Plaintiff and the Settlement Class members are entitled to recover their attorneys' fees and costs for their wage claims. *See* Labor Code §§ 226(e), 1194, and 2699(g). A fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See*, *e.g.*, *Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1290-91; *Westside Community for Independent Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 352-53; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 (finding that "when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund.").

California state and federal courts routinely award fee awards of one-third of the settlement fund in class actions. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11; *see also Wershba*, *supra*, 91 Cal.App.4th at 254 (recognizing the "percentage of recovery" method); *In re Pacific Enterprises Securities Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award). Indeed, the California Supreme Court approved the use of the "percentage of fund" method in California. *See Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506 ("the percentage of fund method survives in California class action cases…"). Specifically, the *Laffitte* Court held:

> The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—convince us the percentage method is a valuable tool that should not be denied our trial courts.

*Id.*, at 503 (internal citation omitted); *see also Rawlings v. Prudential-Bache Properties, Inc.,* 9 F.3d 513, 516 (6th Cir. 1993) (holding that the percentage of the fund method more accurately reflects the results achieved than the lodestar method and "establishes reasonable expectations on the part of Plaintiffs' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation."); *In re Rite Aid Corp. Securities Litigation*, 396 F.3d 294, 300 (3d Cir. 2005) ("The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure."). This is consistent with Class Counsel's experience in similar wage-and-hour class action matters. *See* Moen., ¶ 19.

Here, Class Counsel's fee request of $583,333.33, representing one-third of the MSA, is the same percentage sought in *Laffitte*, and is fair and reasonable based on the percentage of the recovery method. Moen., ¶ 19. As discussed above, this case presented significant risks to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Since undertaking representation of Plaintiff, Class Counsel has devoted substantial time to this litigation without receiving any compensation to date. *Id*. Class Counsel's efforts include conducting the pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis, reviewing class documents and data produced by Defendant, extensively reviewing and evaluating the produced timekeeping and payroll records with the assistance of a retained expert to build a comprehensive damages model, preparing for and attending mediation, negotiating and drafting the Memorandum of Understanding, long-form Stipulation of Settlement and Notice Packet documents, preparing the Motions for Preliminary and Final Approval, drafting the Amendment to Stipulation of Settlement and providing supplemental briefing to the Court in support of Plaintiff's Motion for Preliminary Approval, overseeing the notice process, fielding questions from Settlement Class members, and otherwise litigating the case. *Id*. Class Counsel will also expend future attorney time in attending the hearing on this Motion and overseeing the disbursement process, among other tasks. *Id.* Given the considerable potential for adverse outcomes in this case, including, but not limited to, losing on class certification, the contingent risk borne by Class Counsel was great. The quality of Class Counsel's work, and the efficacy and dedication with which it was performed, should be equivalently compensated.

As discussed above, this case presented significant risks to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and for expending considerable effort, all while working on a pure contingency basis. Since undertaking representation of Plaintiff, Class Counsel has expended $29,645.38 in litigation costs and devoted substantial time to this litigation without receiving any compensation to date. Moen Decl., ¶ 20, Exhibit 3.

Class Counsel's previous experience in litigating wage and hour class actions also supports the reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and hour class action litigation and collectively bring more than three decades of wage-and-hour class and representative action litigation experience. *See* Moen Decl., ¶¶ 2-7; *see also generally* Haines Decl.; Schmidt Decl.; Perez Decl. Class Counsel have also been certified as class counsel in numerous other cases in both State and federal court. *Id*. Class Counsel's experience in similar matters was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. Because it is reasonable to compensate Class Counsel equal with their skill, reputation, and experience, the requested fee award of one-third of the MSA is fair and reasonable and should therefore be approved.

### D. <u>The Requested Cost Reimbursement Warrants Final Approval as Fair, Adequate, and Reasonable</u>

Class Counsel incurred and respectfully requests reimbursement of $29,645.38 in actual litigation costs, which is more than $20,000.00 *less* than the $50,000.00 amount preliminarily approved by the Court as set out in the Settlement Agreement.[6] Moen Decl., ¶ 20, Exhibits 1 and 6;[7] *see also* Settlement Agreement, §§ 4.C.4, 6. The unclaimed amount of litigation costs will be paid to the Settlement Class members as part of the NSA. *See* Settlement Agreement, § 6. Class Counsel's request is fair, adequate, and reasonable, as all these costs are documented and reasonably incurred. *See* Moen Decl., Exhibit 3. Moreover, the costs Plaintiff seeks to reimburse are the types of costs routinely approved by courts. *See*, *e.g.*, *Harris v. Marhoefer* 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover "those out-of-pocket expenses that would normally be charged to a fee paying client"); *In re Immune Response Securities Litigation* 497 F.Supp.2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, filing fees, messenger and overnight delivery costs are reimbursable). Further, not a single Settlement Class member objected to the Settlement, including Class Counsel's request for up to $50,000.00 in reimbursement of verified costs. Tran Decl., ¶ 16. Because the expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement Class member has objected to them, the Court should grant Class Counsel's request for $29,645.38 in actual litigation costs reimbursement.

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[6] Class Counsel does not seek to recover photocopy, postage, or FedEx costs, as Class Counsel is aware the Court considers these costs to be firm overheard and not reimbursable. Moen Decl., ¶ 21.

[7] Class Counsel retained Berkeley Research Group to perform the expert analyses in support of Plaintiff's claims, including the evaluation of class-wide damages exposure. Copies of Berkeley Research Group's invoices and the resumes of Dr. J. Michael DuMond, Ph.D., and Ms. Brooke Truitt, M.S., are submitted herewith in support of Plaintiff's request for reimbursement of litigation costs. Moen Decl., ¶ 22, Exhibit 4 (BRG's Invoices). This Court has previously reviewed the resumes of Dr. J. Michael DuMond, Ph.D., and Ms. Brooke Truitt, M.S., when it granted final settlement approval in the case entitled, *Armando Garcia-Avila's v. Orange County Erectors, Inc.*, Case No. 30-2022-01284202-CU-OE-CXC, Orange County Superior Court, Honorable Melissa R. McCormick, presiding.

### E. The Court Should Finally Approve the Requested Settlement Administration Costs

Plaintiff also requests that the Court approve $6,500.00 in administration costs to Apex as the Settlement Administrator. Moen Decl., ¶ 23; Tran Decl., ¶ 23. As detailed in the declaration of Katie Tran. submitted concurrently with this Motion, Apex performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. Among other things, Apex calculated each Settlement Class member's Individual Settlement Payment, updated addresses contained in the class data supplied by Defendant, formatted and translated the Notice Packets for mailing, mailed Notice Packets to all 261 individuals who were eligible to take part in the Settlement, kept the Parties informed of the status of the Notice mailing through weekly reports, and otherwise administered the Settlement. *See generally,* Tran Decl. For these reasons, Apex's requested costs are fair, reasonable, and adequate, and should be finally approved.

### F. The Court Should Finally Approve Plaintiff's Requested Class Representative Enhancement Payment Because the Requested Amount is Fair, Adequate, and Reasonable Considering Plaintiff's Efforts and the Risks Assumed on Behalf of the Class

Courts routinely approve service awards to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. *See*, *e.g.*, *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co*. 901 F.Supp. 294 (N.D. Cal. 1995) (approving $50,000.00 service payment).

Here, Plaintiff seeks a Class Representative Enhancement Payment of $5,000.00 and believes that this request is reasonable given Plaintiff's considerable efforts in this case and the risks Plaintiff undertook on behalf of the Settlement Class members. Moen Decl., ¶ 24; *see also* Corona Decl., ¶¶ 4, 6; Settlement §§ 3.C., 4.C.3, 7. Among other things, Plaintiff searched for relevant documents for use in the lawsuit, provided factual information to her attorneys, held various phone calls with her attorneys to discuss the claims in the lawsuit and Defendant's policies and practices, requested updates on the case so that she could help move the case along, assisted her attorneys in preparing for mediation, made herself available for the full day mediation so that she could answer any questions posed by the mediator, discussed the status of the case and the Settlement Agreement with her attorneys, and otherwise assisted her attorneys in moving the case towards resolution. Moen Decl., ¶ 24; Corona Decl., ¶ 6. Plaintiff's Enhancement Payment is also requested due to the significant risks that Plaintiff undertook by agreeing to serve as the named Plaintiff in this case. *Id*., at ¶ 4.

Plaintiff has invested considerable time and effort into seeing this litigation through resolution, and the Settlement Class, who would not be receiving anything if it were not for Plaintiff's decision to pursue these claims, will benefit from her participation. Moen Decl., ¶ 25. Plaintiff attached her name to this lawsuit for the benefit of the Settlement Class members and to the risk of herself. *Id*.; Corona Decl., ¶ 4. Plaintiff deserves to be compensated for these unique risks, which other Settlement Class members are not subject to. Plaintiff estimates that she spent approximately 15 to 20 hours performing these duties on behalf of the Settlement Class. Corona Decl., ¶ 6. Moreover, after receiving notice of the proposed enhancement award, not a single Settlement Class member objected to the proposed award. *See* Tran Decl., ¶ 16. Further, Plaintiff submits that the requested Enhancement Payment is reasonable and fair given that it represents a mere 0.2% of the total GSA. *See id*., ¶ 25.

Moreover, the requested Service Payment falls within the range of awards regularly approved by California courts. *See, e.g., Mario Alvarado v. Red Pointe Roofing, L.P.*, Case No. 30-2022-01286100-CU-OE-CXC, Orange County Superior Court, Honorable Melissa R. McCormick, presiding (awarding $7,500.00 enhancement award); *Armando Garcia-Avila v. Orange County Erectors, Inc.*, Case No. 30-2022-01284202-CU-OE-CXC, Orange County Superior Court, Honorable Melissa R. McCormick, presiding (awarding $5,000.00 enhancement awards to each of two (2) named plaintiffs ($10,000 total)); *Raul Camacho, et al. v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (awarding $10,000.00 enhancement awards to each of four (4) named plaintiffs ($40,000 total)); *Ada Mendoza v. Desert Valley Date, LLC, et al.*, Case No. CVRI2301048, Riverside County Superior Court, Hon. Harold W. Hopp, presiding awarding $10,000.00 enhancement award to named plaintiff); *Target Wage and Hour Cases*, Case

No. JCCP 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior Court (awarding $10,000 enhancement awards to each of fourteen (14) named plaintiffs); *Fidelina Rangel v. Forest River, Inc.*, Case No. CIVD1706616, San Bernardino County Superior Court, Hon. David Cohn, presiding (awarding $10,000 enhancement award to the named plaintiff); *Anthony Controulis, et al. v. Anheuser-Busch, LLC*, Case No. BC518518, Los Angeles County Superior Court (awarding $10,000 enhancement awards to each of two named plaintiffs); *Damontae Levinston, et al. v. Commerce Distribution Company LLC, et al.*, Case No. 22STCV05730, Los Angeles County Superior Court (awarding $10,000 enhancement awards to each of four named plaintiffs); *Torres Dawson, et al. v. Wonderful Pistachios and Almonds, LLC*, Kern County Superior Court, Case No. BCV-17-100848 (same); *Koreisz v. On Q Financial Inc.*, Ventura County Superior Court, Case No. 56-2018-00517126-CU-OE-VTA (same).

Thus, Plaintiff's request for an enhancement payment is proper and justified as part of the Settlement and should be finally approved.

## V. <u>CONCLUSION</u>

For the reasons stated herein, Plaintiff respectfully submits that this Court should grant Plaintiff's Motion in its entirety and adopt the [Proposed] Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement, Class Representative Enhancement Payment, and Attorneys' Fees and Costs, and Judgment, submitted herewith.

Dated: May 5, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: /s/ Matthew K. Moen

Matthew K. Moen
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