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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

HERNAN NOTARIO CAZARIN, and MOSES SILVA, on behalf of themselves and all others similarly situated, Plaintiffs, vs. U.C.I. CONSTRUCTION, INC., a California corporation; COREY DELTA CONSTRUCTORS, INC., a California Corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. BCV-24-101433 Judge: Hon. Thomas S. Clark Department: 17 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** *[Filed concurrently with Plaintiffs' Notice of Motion and Motion; Declaration of Enoch J. Kim; Declaration of Scott M. Lindman; Declaration of Paul K. Haines; Declaration of Madely Nava; and [Proposed] Order]* Date: January 30, 2026 Time: 8:30 AM Dept.: 17

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On August 28, 2025, this Court entered an order ("Preliminary Approval Order") preliminarily approving the parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement") entered into by Plaintiff Moses Silva ("Plaintiff Silva") and Plaintiff Hernan Notario Cazarin ("Plaintiff Cazarin") (collectively, "Plaintiffs"), and Defendant U.C.I. Construction, Inc. ("Defendant UCI") and Defendant Corey Delta Constuctors, Inc. ("Defendant Corey Delta") (collectively Defendants, and collectively with Plaintiffs, "the Parties"). By its Preliminary Approval Order, the Court preliminarily approved a class settlement for all persons employed by Defendants in California and classified as non-exempt, hourly employees who worked for Defendants during the Class Period from September 11, 2019 through October 25, 2024 ("Class" or "Class Members"). Under the Settlement, the wage and hour claims of 825 Class Members who have not opted out ("Participating Class Members") will be resolved for $916,000.00.

Notice of the Settlement ("Notice Packet" or "Class Notice") was distributed in accordance with the Court's preliminary approval order, and the response was excellent. As of January 7, 2026, zero class members objected to the settlement, zero class members submitted a dispute, and only one request for opting out of the Settlement Agreement was received by the settlement administrator. (Declaration of Enoch J. Kim ("Kim Decl."), ¶ 9; Declaration of Madely Nava ("Nava Decl."), ¶¶ 11, 12 and 13.) The fact that there is currently a 99.88% participation rate is a substantial indication that the Settlement is fair and adequate. (Kim Decl., ¶ 9.) The Individual Class Payment will average $602.02 per Participating Class Member, the highest payment is $3,619.00, and the lowest payment is $13.50 (Kim Decl., ¶ 6; Nava Decl., ¶ 18.) In the opinion and experience of Class Counsel, the Settlement is fair, adequate, and reasonable and will convey a substantial benefit to all Class Members. (Kim Decl., ¶ 9)

The proposed Settlement satisfies the criteria for final settlement approval under California law. Consequently, Plaintiffs move this Court for an order: (1) certifying this lawsuit as a class action for settlement purposes only; (2) approving the class action Settlement embodied in the Parties' Settlement Agreement; (3) confirming Plaintiffs as the Class Representatives; (4)

confirming the appointment of Emil Davtyan, David Yeremian, David Keledjian, David Arakelyan, and Enoch Kim of D.Law, Inc., and Scott M. Lidman and Milan Moore of Lidman Law, APC, and Paul K. Haines of Haines Law Group, APC as Class Counsel; (5) approving Class Counsel's application for attorneys' fees of $305,333.33 ("Class Counsel Fees Payment") and reasonably incurred litigation costs of $22,650.90 ("Class Counsel Litigation Expenses Payment"); (6) approving the enhancement award to Plaintiffs in the amount of $7,500.00 to each plaintiff ("Class Representative Service Payments"); (7) approving the payment of the Settlement Administrator's invoice for costs of administration in the amount of $14,000.00 ("Administration Costs"); and (8) approving the "PAGA Penalties" payment consisting of $60,000.00, with 75% or $45,000.00 to the Labor and Workforce Development Agency ("LWDA PAGA Payment"), and 25% or $15,000.00 to be allocated to the Aggrieved Employees on a pro-rata basis according to the number of PAGA Pay Periods worked during the PAGA Period ("Individual PAGA Payment"). (Kim Decl., Exhibit 1, ¶¶ 3.1; 3.2.1; 3.2.2; 3.2.3; and 3.2.5.)

II. STATUS OF THE LITIGATION

A. Procedural History

On September 11, 2023, Plaintiff Silva filed a Class Action Complaint in Contra Costa County Superior Court (Case No. C23-02276) alleging causes of action against Defendants for (1) Failure to Provide Meal Periods Under Labor Code §§ 204, 223, 226.7, 512, and 1198; (2) Failure to Provide Rest Periods Under Labor Code §§ 204, 223, 226.7, and 1198; (3) Failure to Pay Hourly Wages and Overtime Under Labor Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1, and 1198; (4) Failure to Provide Accurate Written Wage Statements Under Labor Code §§ 226(a); (5) Failure to Timely Pay All Final Wages under Labor Code §§ 201, 202, and 203; (6) Failure to Indemnify Under Labor Code § 2802; (7) Unfair Competition In Violation of Business & Professions Code § 17200 *et seq*. (Declaration of Enoch J. Kim ("Kim Decl.,"), ¶ 3.) On September 11, 2023, pursuant to Labor Code § 2699.3(a), Plaintiff Silva gave timely notice to the LWDA and Defendants that Plaintiff intended to proceed with a representative action under PAGA (LWDA Case No. LWDA-CM-980790-23). (*Id.*) On November 17, 2023, Plaintiff Silva filed his First Amended Complaint, which added claims for penalties under PAGA, Labor Code §2698. (*Id.*)

On April 25, 2024, Plaintiff Cazarin filed a Class and Representative Action Complaint in Kern County Superior Court (Case No. BCV-24-101433) against Defendants alleging the following wage and hour violations: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Reimburse Necessary Business Expenses; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Pay Wages Upon Termination; and (8) Unfair Competition. (Kim Decl., ¶ 4.) On July 1, 2024, Plaintiff Cazarin filed a First Amended Complaint adding a ninth cause of action for civil penalties under the PAGA. (*Id.*)

Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Silva and Plaintiff Cazarin gave timely written notice to Defendants and the LWDA by sending their PAGA Notices on September 11, 2023 and April 25, 2024, respectively. (Kim Decl., ¶ 5.)

On October 22, 2024, Plaintiffs filed the Operative Second Amended Complaint in the Action which added Plaintiff Silva and his pending claims ("Operative Complaint"). (Kim Decl., ¶ 6.) In light of the filing of the Operative Second Amended Complaint in the Action including Plaintiff Silva and his claims, Plaintiff Silva will file a request for dismissal of his action in Contra Costa County Superior Court. (*Id.*) The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. (Kim Decl., ¶ *Id.*)

B. Investigation

Before filing the lawsuit, Class Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the law applicable thereto. (Kim Decl., ¶ 7.) This required thorough discussions and interviews between Class Counsel and Plaintiffs, as well as preliminary research into the various legal issues involved in the case. (*Id.*) After conducting their initial investigation, Class Counsel determined that Plaintiffs' claims were well-suited for class and representative action adjudication owing to what appeared to be a common course of conduct affecting a similarly situated group of employees. (*Id.*)

In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action, including speaking to current and former employees of

Defendants regarding Defendants' employment policies and practices. (Kim Decl., ¶ 8.) Prior to mediation, Plaintiffs also obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc*., 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc*., 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk*/*Kullar*"). (*Id.*)

Defendants, for their part, vigorously contested liability, the amount of claimed damages, and the propriety of class certification. (Kim Decl., ¶ 9.) After Class Counsel analyzed the relevant documents and other gathered data, Class Counsel believed that this case was appropriate for resolution via mediation. (*Id.*) Given the high level of risk present for both sides, the Parties elected to mediate Plaintiffs' claims and explore the possibility of settlement. (*Id.*)

C. Settlement Efforts

On June 10, 2024, the Parties mediated this case with Mediator Michael Dickstein, a respected and highly experienced mediator in wage and hour class actions. (Kim Decl., ¶ 10.) During mediation, Plaintiffs' and Defendants' counsel discussed all aspects of the case, including the risks of litigation and the risks to all Parties of proceeding with a motion for class certification, as well as the law relating to unpaid wages, meal periods, rest period, wage statements, and final pay. (*Id.*) The Parties agreed to settle the lawsuit according to the terms set forth in the Settlement Agreement. (*Id.*)

From Class Counsel's review of the strengths and weaknesses of the case and the risks and delays posed by further litigation, Class Counsel believes that the Settlement is fair and reasonable. (Kim Decl., ¶ 11.) Further, and based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating class actions and wage and hour cases, the Settlement Agreement was the product of a non-collusive settlement process in which the Parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit. (*Id.*)

III. SETTLEMENT AGREEMENT AND ACCOMPANYING DOCUMENTS

Under the terms of the proposed Settlement Agreement, Defendants have agreed to pay a non-reversionary settlement amount of $916,000.00 ("Gross Settlement Amount") and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (Kim Decl., Ex. 1, ¶ 3.1.)

The Settlement Agreement defines "Class Members" or "Settlement Class Members" as all persons employed by Defendants in California and classified as non-exempt, hourly employees who worked for Defendants anytime from September 11, 2019 through October 25, 2024 ("Class Period"). (*Id.*, Ex. 1, ¶¶ 1.5 and 1.13.) The Settlement Agreement defines "Aggrieved Employees" means all individuals who were or have been employed by Defendants in California as non-exempt, hourly employees at any time from September 11, 2022 through October 25, 2024 ("PAGA Period"). (*Id*, Ex. 1, ¶¶ 1.4 and 1.33.)

The "Net Settlement Amount," available for distribution to Class Members, is the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id.*, Ex. 1, ¶ 1.29.) Individual PAGA Payments to the Aggrieved Employees will be calculated by the Settlement Administrator and paid out of the Gross Settlement Amount. (*Id.*, Ex. 1, ¶ 3.2.5.) The entire Net Settlement Amount will be paid out *pro rata* to Class Members who do not opt out. (*Id.*, Ex. 1, ¶ 1.24.) These amounts are detailed as follows:

- Up to one-third of the Gross Settlement Amount, or $305,333.33, to Class Counsel for Class Counsel Fees Payment, and $22,650.90 to Class Counsel for reimbursement of reasonable expenses incurred to prosecute the Action (*Id.*, Ex. 1, ¶ 3.2.2.);
- Up to $7,500.00 to each Plaintiff (totaling $15,000.00) as the Class Representative Service Payments for service as the class representatives (*Id.*, Ex. 1, ¶ 3.2.1.);
- Up to $14,000.00 to the Settlement Administrator for its fees and costs to administer the Settlement (*Id.*, Ex. 1, ¶ 3.2.3.);

- $60,000.00 will be PAGA Penalties, from which $45,000.00 to the LWDA of the State of California for settlement of claims for civil penalties under PAGA, which will be paid out of the Gross Settlement Agreement, leaving $15,000.00 allocated to the Individual PAGA Payments to be paid to Aggrieved Employees. (*Id.*, Ex. 1, ¶ 3.2.5.)

On September 12, 2025, Defendants provided the Administrator with the class data file, comprising the names, social security numbers, last known mailing addresses, and number of Class Workweeks and PAGA Pay Periods for 796 Class Members. (Nava Decl., ¶ 5) In preparation for the mailing process, all 796 names and addresses listed in the Class Data underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). (Nava Decl., ¶ 6) On October 6, 2025, the Administrator mailed the Notice Packet to these 796 individuals using U.S First Class Mail. (Nava Decl., ¶ 7) On October 31, 2025, Defendants informed the Administrator that an error had been identified in the previously provided list and that additional class members needed to be added. (Nava Decl., ¶ 8) As a result, 30 class members had not been mailed a Notice Packet, and the correct total class size was confirmed to be 826. (*Id.*) On December 10, 2025, a Notice Packet was mailed to the 30 Class Members who did not receive the initial notice. (Nava Decl., ¶ 9) For the first mailing, the deadline for submitting a request for exclusion from the Settlement, objecting to the Settlement, and disputing the number of Workweeks/PAGA Pay Periods was November 20, 2025. (Nava Decl., ¶¶ 13-15) For the second mailing, the deadline for submitting a request for exclusion from the Settlement, objecting to the Settlement, and disputing the number of Workweeks/PAGA Pay Periods is January 26, 2026. (*Id.*) As of January 7, 2026, zero Class Members objected to the settlement, zero Class Members submitted a dispute, and only one request for opting out of the Settlement Agreement was received by the Administrator. (Kim Decl., ¶ 14; Nava Decl., ¶¶ 13-15) Therefore, there is currently a total of 825 Participating Class Members constituting 99.88% of the total 826 Settlement Class Members. (Kim Decl., ¶ 14; Nava Decl., ¶ 16.

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

Plaintiffs respectfully submit that the Court should grant final approval not only because the settlement is fair but also because public policy favors settlement over continued class-action litigation. See, e.g., *Linder v. Thrifty Oil Co.*, 23 Cal.4th 429, 434 (2000) ("Courts have long acknowledged the importance of class actions as a means to prevent a failure of justice in our judicial system."); *State v. Levi Strauss & Co.*, 41 Cal. 3d 460, 471 (1986) ("[T]he consumer class action is an essential tool for the protection of consumers against exploitative business practices."); *Class Plaintiffs v. City Of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276 ("[S]trong judicial policy . . . favors settlements, particularly where complex class action litigation is concerned."); Conte & Newberg, *Newberg on Class Actions* (4th ed. 2002) § 11.41.

A. CRITERIA FOR SETTLEMENT APPROVAL

California Rule of Court 3.769 requires court approval of the settlement of class action lawsuits. Preliminary approval is merely the first of three steps that comprise the approval procedure for settlements of class actions. See Manual for Complex Litigation, Second §30.44 (1993); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). The second approval step is the dissemination of notice of the settlement to all Class Members. *Id.* The third step is a final settlement approval hearing, at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented and Class Members may be heard. *Id.*

The first two stages have been completed here. Now, at the final approval stage, the decision facing the Court is whether the settlement is fair, adequate, and reasonable. *Wershba v. Apple Computer, Inc.*, 91 Cal. App 4th 224, 235 (2001). Among the relevant considerations in reaching this final determination are (1) the strength of plaintiff's case balanced against the benefits of the settlement, and (2) the complexity, expected duration, and expense of further litigation. *Id.*; see also *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1802 (1996). In evaluating the fairness of a settlement proposal, courts must give "proper deference to the private consensual decision of the parties," because "the Court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties." *Hanlon v. Chrysler Inc.*, 150 F. 3d 1011, 1027 (9th Cir. 1998); *Dunk*, 48 Cal.App.4th, at 1801("Due regard should be given to what is otherwise a private consensual agreement between the parties.") Accordingly, the Court should take into account the informed recommendations of counsel and the parties. See *Kirkorian v. Borelli*, (N.D. Cal.1988)695 F. Supp. 446, 451 (the recommendation of experienced counsel carries significant weight in the court's determination of the reasonableness of the settlement); *Vulcan So. of Westchester County, Inc. v. Fire Department of White Plains*, 505 F.Supp.955, 967 (S.D.N.Y. 1981) (same). 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. Dunk, supra, 48 Cal.App.4th at 1794.

Applying the final approval criterion here, the Motion should be granted.

B. THE SETTLEMENT AGREEMENT FULFILLS ALL FINAL APPROVAL CRITERIA

1. <u>The Settlement Follows Substantial Investigation and Discovery and Is the Product of Serious, Informed, Non-Collusive Negotiations in Which Parties Were Represented By Experienced Counsel.</u>

The proposed Settlement was reached as a result of arm's length negotiations after the completion of pertinent discovery and the exchange of necessary class data. (Kim Decl. ¶ 7-11.) Throughout this case, Plaintiffs and Class Members have been represented by experienced counsel (Kim PA Decl. ¶¶ 3-8; Lidman Decl., ¶ 3-8; Haines Decl., ¶ 3-8)

Class Counsel have devoted a substantial amount of time to this case, including but not limited to conducting a thorough investigation of the facts and claims giving rise to the action, including: (1) conducting informal discovery, and meeting and conferring with defense counsel about the same; (2) reviewing and analyzing a sampling of time and pay records for the Class as well as an employment documents, Plaintiffs' personnel files, relevant policies and other documentation, including meal and rest break policies and timekeeping policies; (3) researching the applicable law and potential defenses; (4) constructing damage models based on interpretations of California law; and (5) reviewing information provided by Defendants at the mediation.

Among those matters considered during the course of settlement negotiations were the risks, expenses, and length of further litigation, including the appeals process; the present value of a settlement versus the long wait occasioned by any potential judgment in favor of the class; and the burdens of proof necessary to establish liability against Defendants' defenses to the action. These factors each indicated that the interests of Class Members are best served by a settlement of this action as set forth in the Settlement. Moreover, as experienced litigators in employment class action cases, Class Counsel believes that the Settlement is fair and reasonable and serves the best interests of the Class Members. (Declaration of Enoch J. Kim filed in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement on August 6, 2025 ("Kim PA Decl.,") ¶¶ 19 and 54-57.)

2. Class Members Received The Best Practicable Notice

California law vests the Court with broad discretion in fashioning an appropriate program to provide the best notice practicable.[1] See *Cartt v. Superior Court*, 50 Cal. App. 3d 960, 973-74 (1975); *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1392 (2010); *Cho v. Seagate Tech. Holdings, Inc.*, 177 Cal.App.4th 734, 745-746 (2009); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985).[2] The content and method of notice should be designed to apprise the class members of the terms of the proposed settlement and of their rights to participate in, object to, or opt out of the settlement. See *Mullane*, 339 U.S. at 314; *In re Vitamin Cases*, 107 Cal. App. 4th 820, 828 (2003).

The Notice preliminarily approved by the Court met these requirements: it explained the nature of the litigation; the material terms of the Settlement; the amount of the Class Counsel Fees

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[1] The California Supreme Court has authorized California's trial courts to use Federal Rule 23 and cases applying it for guidance in considering class issues. See *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971); *Green v. Obledo*, 29 Cal. 3d 126, 145-46 (1981). Where appropriate, therefore, the parties cite Federal Rule 23 and federal case law in addition to California law.

[2] See also *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175-75 (1974) (individual notice must be sent to all class members who can be identified through reasonable efforts); *Mullane v. Central Hanover Bank & Trust Company*, 339 U.S. 306, 314 (1950) (best practicable notice is that which is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections").

Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments sought; how a Class Member could participate in, object to, or be excluded from the Settlement; and to whom to direct inquiries.

3. Zero Class Members Have Objected to the Settlement and One Class Member Has Opted out of the Settlement.

A presumption of fairness exists where the percentage of objectors and opt-outs is small. *7-Eleven Owners for Franchising v. Southland Corp.*, 85 Cal. App. 4th 224, 244 (2000); *Hanlon v. Chrysler Corporation* (9th Cir. 1998) 150 F.3d 1011, 1025-1026. For the first mailing, the deadline for submitting a request for exclusion from the Settlement, objecting to the Settlement, and disputing the number of Workweeks/PAGA Pay Periods was November 20, 2025. (Nava Decl., ¶¶ 13-15) For the second mailing, the deadline for submitting a request for exclusion from the Settlement, objecting to the Settlement, and disputing the number of Workweeks/PAGA Pay Periods is January 26, 2026. (*Id.*) As of this date, zero class members objected to the settlement, zero class members submitted a dispute, and only one request for opting out of the Settlement Agreement was received by the Administrator. (Kim Decl., ¶ 14; Nava Decl., ¶¶ 13-15)

4. The Enhancement Award to Plaintiffs Is Reasonable and Fair.

Class action settlements typically provide for an incentive or enhancement payment to the named plaintiff for bringing and helping to prosecute the action. Courts routinely approve these supplemental payments. See *Newberg on Class Actions* at § 12.46; *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294; *Bogosian v. Gulf Oil Corp.* (E.D. Pa. 1985) 621 F. Supp. 27 (award of $20,000.00 each to two class representatives in antitrust case); *Bryan v. Pittsburgh Plate Glass Co.* (PPG Industries, Inc.) (W.D. Pa. 1973) 59 F.R.D. 616, 617, aff'd 494 F.2d 799 (3d Cir.), *cert. denied in Abate v. Pittsburgh Plate Glass Co.*, 419 U.S. 900 (1974). As the *Staton* court noted:

> [N]amed plaintiffs . . . are eligible for reasonable incentive payments. The district court must evaluate their awards individually, using relevant factors includ[ing] the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefited from those actions, . . . the amount of time and effort the plaintiff expended in pursuing the litigation . . . and reasonabl[e] fear[s] of workplace retaliation.

Staton v. Boeing (9th Cir. 2003) 327 F.3d 938, 977 (citation omitted).

The retaliation issue identified in *Staton v. Boeing* extends outside the immediate workplace. It is common knowledge that the modern-day workforce is quite mobile, with employees holding several jobs in a career during their lifetime. Few people want to confront their employers, let alone sue them. By suing their former employer, Plaintiffs contend that they increased the risk of retaliation by prospective employers to which they may apply in the future.

But Plaintiffs did not allow their fear of the potential repercussions of being a class representative to deter them from acting for the benefit of Class Members. (Kim Decl., ¶ 30.) They have devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this Action at every stage of the litigation. (*Id.*; Declaration of Hernan Notario Cazarin filed in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement on August 6, 2025 ("Cazarin PA Decl.,") at ¶¶ 9-12; Declaration of Moses Silva filed in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement on August 6, 2025 ("Silva PA Decl.,") at ¶¶ 9-10.) Plaintiffs actively participated in this litigation and have been continuously apprised of the progress of the case; provided documents and evidence to Class Counsel in support of the class claims; invested significant time and efforts in performing their duties on behalf of the Class, including preparing for settlement negotiations. (Kim Decl., ¶¶ 33-36.) In all, Plaintiffs estimate that they have devoted numerous hours in preparing the Action and seeing it through to settlement. (*Id.*)

Plaintiffs spent a significant amount of time with Class Counsel detailing their knowledge of Defendants' practices and assisting in the prosecution of this Action. (Kim Decl, ¶ *Id.*) They have diligently, adequately, and fairly represented Class Members and has not placed their interests above any member of the putative class. (*Id.* at ¶ 67; Cazarin PA Decl., ¶¶ 4-8; Silva PA Decl., ¶¶ 4-8.) Class Counsel believes that Plaintiffs are entitled to the Class Representative Service Payments for the time and effort they have devoted to this case. (Kim Decl, ¶¶ 33-37.) Defendants have agreed not to oppose it. (*Id.*) Such payments to class representatives are a common feature of settlements negotiated by Class Counsel, and trial courts routinely approve them. (*Id.*)

Not only have Plaintiffs' efforts been instrumental in generating a substantial benefit for Class Members, but—significantly— not a single Class Member has objected to the requested enhancement award. (Nava Decl., ¶ 14.) Plaintiffs therefore respectfully request the Class Representative Service Payments sought in the amount of $7,500.00 to each plaintiff for their efforts and initiative in bringing and helping prosecute this action. (Kim Decl., ¶¶ 33-38; Cazarin PA Decl. ¶¶ 1-8; Silva PA Decl. ¶¶ 1-8.)

5. The Payment of Attorneys' Fees Is reasonable and Therefore Falls within the Range of Approval by the Court.

(i) The Requested Award of Attorneys' Fees Is Justified Based on the Percentage-of-the-Benefit Method.

The California Supreme Court recently held that "when class action litigation establishes 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." *Laffitte v. Robert Half Intern. Inc.*, 205 Cal.Rptr.3d 555, 573 (Aug. 11, 2016). Indeed, courts may use the "percentage method for its primary calculation of the fee award. The choice of a fee calculation method is generally one within the discretion of the trial court, the goal under either the percentage or lodestar approach being the award of a reasonable fee to compensate counsel for their efforts." *Id.*

The requested Class Counsel Fees Payment in this case consists of one third (1/3) of the Gross Settlement Amount.[3] The requested Class Counsel Fees Payment is fair and reasonable under California's fee-shifting jurisprudence.[4] And it is consistent with the percentage of the common fund awarded to counsel in cases similar in character and geographical location to this one. (*See* Kim Decl., ¶ 18-19.)

An award of attorneys' fees equivalent to one-third (1/3) percent of the common fund is commensurate with judicial precedent. See *Crandall v. U-Haul* (Los Angeles County Sup.Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an

[3] The award of attorneys' fees and costs in this case is intended to reimburse Class Counsel for all of the uncompensated work that they have already performed and for all of the work they will continue to perform in carrying out and overseeing the administration of the settlement. (Kim Decl., ¶¶ 11-27.)

[4] Moreover, the Labor Code specifically provides for an award of attorneys' fees and costs for some of employees' claims. See, e.g., Lab. Code § 226. Plaintiffs are also entitled to an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5.

overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Sup.Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup.Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Sup. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Sup. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiff's counsel in wage-and-hour class actions that had not proceeded to the class-certification stage. (Kim Decl., ¶ 30.)

The amount requested here will fairly compensate Class Counsel for their successful prosecution of this case, taking into account the quality, nature, and extent of counsel's efforts, the outstanding results achieved, the fact that no one objected to the fee amount and the fact that the amount of fees for which approval is sought is consonant with legal precedent. Class Counsel has litigated numerous class actions and submits that this settlement was possible owing to Class Counsel's experience with such cases. Class Counsel's diligent, efficient, and creative pursuit of this matter positioned Plaintiffs to settle this action successfully, affording redress to the entire class and avoiding the inevitable expense and risk attendant to protracted litigation. In sum, it was through the efforts of Plaintiffs and Class Counsel that the considerable benefits of the settlement were obtained.

In light of the foregoing, the fee request in an amount equal to one-third (1/3) of the Gross Settlement Amount, as agreed upon in the Settlement, is well within the bounds that have been established by the above-cited authority.

(ii) <u>The Requested Award of Attorneys' Fees Is Also Justified Based on the Lodestar Method.</u>

Although *Laffitte* makes it clear that a lodestar cross-check is not necessary, Class Counsel's lodestar calculation nevertheless also supports the requested attorneys' fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest*, 20 Cal.3d 25, 48 (1975). The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System*, 13 Cal.App.4th 976, 997 (1993). Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award owing to the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. (Kim Decl., ¶ 19.) The reasonableness of Class Counsel's hourly rates has been cited and approved by judges in recent actions. The rates approved in these orders, while being approved for Los Angeles County, are also commensurate with the prevailing market rates in these counties. (*Id.*; Exh. 2 (the "Laffey Matrix"). Moreover, the Laffey Matrix rates have been held to be reasonable market rates when locally adjusted for inflation. *Syers Properties III, Inc. v. Rankin*, 226 Cal.App.4th 691 (2014). For this reason, the Court should approve the rates of Class Counsel as reasonable in conjunction with awarding the requested fees and any lodestar calculations it makes when evaluating the request.

Moreover, the *Serrano* factors all militate in favor of the requested fee award. (Kim Decl., ¶ 20.) This case raised a number of complex and contested issues, and Class Counsel exhibited skill and creativity in prosecuting and presenting them. (*Id.*) This case was not straightforward. (Kim Decl., ¶ 21.) Class Counsel had to spend time researching and analyzing each of these claims and issues in order to adequately assess the liability of Defendants. (*Id.*) Class Counsel then had to develop the evidence necessary through informal discovery to establish Defendants' potential liability. (*Id.*) This was done through carefully sifting through hundreds of pages of documents. (*Id.*)

In sum, Class Counsel had to come up with creative approaches to these issues in litigating the case and, ultimately, negotiating and crafting the settlement. (Kim Decl., ¶ 22.) To this end, Class Counsel has devoted a tremendous amount of time and energy. (*Id.*) This time commitment was necessary in order to research, construct, and prosecute viable legal claims in the face of stiff opposition, but it has come at a cost. (*Id.*) Class Counsel zealously represented Plaintiffs and the Class and has obtained a favorable result. (*Id.*)

Such is not always the case. Indeed, Class Counsel has invested time and money into numerous other cases, including class actions, which have fizzled out for one reason or another, leaving Class Counsel completely without any compensation for their effort. (Kim Decl., ¶ 23.) Here, Class Counsel has achieved a beneficial settlement for the class, but this was by no means a foregone conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with which they were presented along the way. (*Id.*) Nor could class certification be guaranteed. (*Id.*) However, Class Counsel was able to navigate the shoals of unpredictability to achieve a desirable result and have done so without receiving any compensation to speak of thus far because they took this case on a contingency-fee-basis. (*Id.*)

From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and reasonable. Class Counsel conservatively estimates that they have invested over 297.4 hours of attorney time in this matter. (Kim Decl., ¶ 24)

The attorneys at D.Law, Inc. estimate that they have invested over 199 hours of attorney time in this matter. Senior Counsel Enoch J. Kim's current billing rate is $1,045.00 (17 years out of law school, Laffey Matrix rate of $948.00), and he has invested at least 43.9 hours in this matter with a lodestar amount of $45,875.50. Managing Attorney David Yeremian's current billing rate is $1,375.00 (20 or more years out of law school, Laffey Matrix rate of $1,141.00), and he spent approximately 18.7 hours in this matter with a lodestar amount of $25,712.50. Senior Attorney David Keledjian's current billing rate is $925.00 (9 years out of law school, Laffey Matrix rate of $948.00), and he spent approximately 42 hours in this matter with a lodestar amount of $38,850.00. Senior Attorney David Arakelyan's current billing rate is $585.00 (5 years out of law school, Laffey Matrix rate of $581.00), and he spent approximately 62.2 hours in this matter with a lodestar amount of $36,387.00. Associate Attorney Kevin Burns' billing rate at the time of being employed at D.Law, Inc was $475.00 (3 years out of law school, Laffey Matrix rate of $473.00), and he spent approximately 2.4 hours in this matter with a lodestar amount of $1,140.00. Associate Attorney Norayr Zakaryan's current billing rate is $475.00 (1 years out of law school, Laffey Matrix rate of $473.00), and he spent approximately 50.8 hours in this matter with a lodestar amount of $24,130.00. Associate Attorney Eric Naessig, current billing rate is $475.00 (4 years out of law school, Laffey Matrix rate of $473.00), and he spent approximately 10 hours in this matter with a lodestar amount of $4,750.00. Associate Attorney Samantha Smith's billing rate at the time of being employed at D.Law, Inc. was $950.00, and she spent approximately 2 hours on this matter with a lodestar amount of $1,900.00. Associate Attorney Pola Bernabe's billing rate at the time of being employed at D.Law, Inc. was $475.00, and she spent approximately 2 hours on this matter with a lodestar amount of 237.50.. (Kim Decl., ¶ 25)

For the hours of work performed by Lidman Law, APC, Senior Attorney Scott M Lidman's billing rate is $900.00 (20 or more years out of law school, Laffey Matrix rate of $1,141.00), and he spent approximately 52.7 hours in this matter with a lodestar amount of $47,430.00.

For the hours of work performed by Haines Law Group, APC, Senior Attorney Paul K. Haines's billing rate is $800.00 (18 years out of law school, Laffey Matrix rate of $948.00), and he spent approximately 12.2 hours in this matter with a lodestar amount of $9,760.00.

Therefore, Class Counsel has collectively incurred 297.4 hours and $236,832.50 in fees.

Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers of between 5 and 10, or higher, are applied. See, e.g., *Wilson v. Bank of Am. Natl. Trust & Savs. Assn.*, No. 643872 (Cal. Sup. Ct., Aug. 16, 1982) (multiplier of 10); *Glendora Comm. Redev. Agency v. Demeter*, 155 Cal.App.3d 456, 465 (1984) (affirming multiplier of 12, and expressly rejecting the argument that fee was either exorbitant or unconscionable). The fee request of $305,333.33 results in a modest multiplier of approximately 1.29, which further evidences the reasonableness of the request. (Kim Decl., ¶ 26.)

(iii) <u>The Requested Costs Award Is Reasonable</u>

The preliminarily approved settlement provided for the reimbursement of up to $25,000.00

for Class Counsel's costs. (Kim Decl., ¶ 27.) As of the date of the filing of this motion, the actual total costs incurred in litigating this Action for Class Counsel are $22,650.90. (*Id.*) Class Counsel incurred costs including, but not limited to, filing fees (e.g. complaint, stipulation, motions), service of process, mediation fees, expert analysis fees, attorney-service costs for court filings, copy charges for documents, and postage charges, all of which were necessarily and reasonably incurred to prosecute this Action and achieve a settlement that significantly benefits the Class. (*Id.*) Thus, Class Counsel requests a reimbursement of their incurred costs in the amount of $22,650.90. (*Id.*)

V. CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES IS APPROPRIATE

The Class is defined in the settlement as "all persons employed by Defendants in California and classified as non-exempt, hourly employees who worked for Defendants during the Class Period" which is the period from September 11, 2019 through October 25, 2024. (Kim Decl., Exh 1. ¶¶ 1.5 and 1.13)

A. THE LEGAL STANDARD

Section 382 of the Code of Civil Procedure provides that "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all. Code Civ. Proc. § 382. Class certification under § 382 is appropriate when "(1) [t]here [is] . . . an ascertainable class; and (2) there [is] . . . a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented." *Daar v. Yellow Cab Co.*, 67 Cal. 2d 695, 704 (1967) (citations omitted). The community-of-interest requirement itself embodies three factors: "(1) predominant questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." *Richmond v. Dart Industries, Inc.*, 29 Cal.3d 462, 470 (1981).

Any doubt as to the appropriateness of class treatment should be resolved in favor of class certification, subject to later modification if necessary. *Id.* at 473-475. The decision to certify a class is a purely procedural one and should be based on the allegations in the operative complaint and not in the perceived factual or legal merit of the class claims. *Linder v. Thrifty Oil Co.*, 23

Cal.4th 429, 439-441 (2000).

B. ALL OF THE CRITERIA FOR CERTIFICATION OF THE SETTLEMENT CLASS ARE SATISFIED

Express judicial policy favors maintaining wage and hour actions as class actions for settlement purposes. *Prince v. CLS Transp., Inc.*, 118 Cal. App. 4th 1320, 1328 (2004); *Richmond v. Dart Industries, Inc.*, 29 Cal. 3d 462 (1981). Any doubt as to the appropriateness of class treatment should be resolved in favor of class certification, subject to later modification if necessary. *Richmond*, 29 Cal. 3d at 473-75. The decision to certify a class is a procedural one and should be based on the allegations in the operative complaint, and not in the perceived factual or legal merit of the class claims. *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 439-41 (2000).

To certify a settlement class, the Court must find the two primary requirements for maintaining a class action: (1) there must be an ascertainable class, and (2) there must be a well-defined community of interest in the questions of law and fact involving the parties to be represented. *See Vasquez v. Superior Court*, 4 Cal. 3d 800, 805-09 (1971); *Daar v. Yellow Cab Company*, 67 Cal. 2d 695, 704 (1967). These criteria are met here for the reasons set forth below.

A. There Is a Numerous and Ascertainable Class

Whether a class is ascertainable is determined by examining the class definition, the size of the class and the means available for identifying class members. *See Vasquez, supra,* 4 Cal. 3d at 821-22; *Reyes v. Board of Supervisors of San Diego County*, 196 Cal. App. 3d 1263, 1271 (1987). Class members are "ascertainable" where they may be readily identified without unreasonable expense or time.

Plaintiffs contend, and Defendants do not dispute for settlement purposes only, that the numerosity and ascertainability elements are satisfied here. Class Members are all persons employed by Defendants in California and classified as non-exempt hourly employee who worked for Defendants during the Class Period, which is from September 11, 2019 through October 25, 2024. (Kim Decl., Exh 1. ¶¶ 1.5 and 1.13) The Class Members have already been identified by reference to Defendants' payroll and personnel records. (Kim PA Decl., ¶ 74(b).)

Therefore, and notwithstanding the foregoing, there is a numerous and ascertainable class.

B. There Is a Well-Defined Community of Interest

A community of interest is established by the predominance of common issues of law and fact. *See Vasquez*, 4 Cal. 3d at 811. The requirement of a community of interest:

> [D]oes not depend upon an identical recovery, and the fact that each member of the class must prove his separate claim to a portion of any recovery by the class is only one factor to be considered ... The mere fact that separate transactions are involved does not of itself preclude a finding of the requisite community of interest so long as every member of the alleged class would not be required to litigate numerous and substantial questions to determine his individual right to recover subsequent to the rendering of any class judgment which determined in plaintiffs' favor whatever questions were common to the class.

Id. at 809.

Plaintiffs contend, and Defendants do not dispute for settlement purposes only, that common issues of fact and law predominate as to each of the claims alleged by Plaintiffs, and the Class is united in its proof. Because Plaintiffs have alleged a single scheme, "the relevant proof [does] not vary among class members" and "clearly presents a common question fundamental to all class members." *See In Re NASDAQ Market-Makers Antitrust Litigation* (SDNY 1997) 172 F.R.D. 119, 123 (citing In Re NASDAQ Market-Makers Antitrust Litigation, (SDNY 1997) 169 F.R.D. 493, 518). California courts show "no hesitancy" in inferring class-wide causation, class-wide injury, and class-wide damages when a common course of action has been shown. *B.W.I. Custom Kitchen*, 191 Cal. App. 3d at 1350. This inference "'eliminates the need for each class member to prove individually the consequences of the defendants' actions to him or her.'" *Id.* at 1351 (quoting *Rosack v. Volvo of America Corp*, 131 Cal. App. 3d 741, 753 (1982) [emphasis added]).

This action involves, *inter alia*, Defendants' alleged failure to pay minimum wages, failure to pay all wages due to allegedly common and unlawful policies, failure to provide meal and rest periods, failure to pay vacation and sick pay, the resulting failure to pay final wages when required, the failure to provide accurate paystubs, the failure to reimburse necessary business expenses, and largely derivative claims under the Business & Professions Code and PAGA. Plaintiffs contend these practices, including the alleged failure to provide corresponding premium payments, affected class members in the same way. (*Id.*) All class members were employed during the Class Period.

(*Id.*) Therefore, the operative complaint delineates a common course of conduct applicable to all Class Members. (*Id.*)

C. The Named Plaintiffs' Claims Are Typical

A class representative's claims are typical when they arise from the same event, practice, or course of conduct that gives rise to the claims of other putative class members, and if their claims rest on the same legal theories. The class representative's claims must be "typical" but not necessarily identical to the claims of other class members. It is sufficient that the representative is similarly situated so that he or she will have the motive to litigate on behalf of all class members. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I. Custom Kitchens v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 ("[I]t has never been the law in California that the class representative must have identical interests with the class members."). Thus, it is not necessary that the class representative should have personally incurred all the damages suffered by each of the other class members. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 228.

Plaintiffs contend, and Defendants do not dispute for settlement purposes only, that Plaintiffs' claims are typical of Class Members' claims because they arose from the same factual basis and are based on the same legal theories. Plaintiffs and Class Members were employed by Defendants during the Class Period and subject to allegedly unlawful meal and rest break policies and pay practices at issue in this litigation. Thus, Plaintiffs' claims are typical of the claims of the putative Class.

D. Adequacy of Class Counsel and Class Representative

As detailed below, Class Counsel are experienced in class actions, have represented their clients zealously and have no conflicts of interest. (Kim PA Decl., ¶¶ 74(d), 3-9.) Plaintiffs have no conflicts with the class and in fact their interests are aligned with those of the class. Because Plaintiffs' claims are identical to those that would be asserted by the unnamed Class Members were they before the Court, Plaintiffs have every interest in zealously representing the unnamed class members. (*Id.*) Plaintiffs have not shrunk from this responsibility. (*Id.*) Indeed, Plaintiffs have devoted a substantial amount of time and energy to litigating this Action and effectuating a settlement. (*Id.*) Therefore, Class Counsel and the Class Representative are adequate.

E. Predominance and Superiority

Individualized issues do not predominate over the issues of law and fact that are common to the class as a whole. (Kim PA Decl., ¶ 74(f).) The principal issues of controversy are whether Class Members were paid for all hours worked and provided lawful meal and rest breaks. (*Id.*) As explained, supra, there are common issues of law and fact given that Plaintiffs allege, which Defendants do not dispute for purposes of settlement only, that Plaintiffs and all Class Members were subjected to the same policies and pay practices during the relevant time period. (*Id.*) Plaintiffs and Class Members seek meal and rest break premiums, unpaid wages and overtime, and penalties for work performed as non-exempt hourly employees for Defendants. (*Id.*) These issues are suitable for common adjudication because Plaintiffs allege, which Defendants do not dispute for purposes of settlement only, that Plaintiffs and all Class Members were subject to the same employment policies and practices. (*Id.*)

Plaintiffs contend that class resolution is superior to other available methods for the fair and efficient adjudication of the controversy as there is little interest or incentive for Class Members to individually control the prosecution of separate actions. Plaintiffs contend that the cost of individually litigating each such case against Defendants would easily exceed the value of any relief that could be obtained by any one Class Member individually. (*Id.*) If Class Members are forced to litigate their claims individually this would result in 825 individual actions against Defendants. (*Id.*) Here, the alternative methods of resolution are individual suits for relatively small amounts. (*Id.*) Hence, an individual suit would prove uneconomical for potential plaintiffs because litigation costs would dwarf a potential recovery. (*Id.*)

VI. CONCLUSION

For the reasons set forth herein, Plaintiffs respectfully request that this Court grant final approval of this Settlement and enter the companion order.

Dated: January 7, 2026

D.LAW, INC.

By ___*/s/ Enoch J. Kim*___

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