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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

LEOPOLDO MARTINEZ-BRAVO, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General, Plaintiff, vs. MIKE KELLEY CONSTRUCTION, INC., a California corporation; BLAKE KELLEY, an individual and DOES 1 through 50, inclusive, Defendants.	Lead Case No. 24CV05385 (Martinez-Bravo) Case No. 24CV05393 (Estrada) [Cases consolidated on January 8, 2025] [Assigned for all purposes to the Honorable Thomas P. Anderle, Dept. 3] **PLAINTIFFS' NOTICE OF MOTION AND MEMORANDUM IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Hearing Date: June 24, 2026 Hearing Time: 10:00 a.m. Dept.: 3
ROBERTO RAMON JOYA ESTRADA AKA ROBERTO R. FLORES CRUZ individually and on behalf of all similarly situated individuals Plaintiff, vs. MIKE KELLEY CONSTRUCTION, INC., a California corporation; BLAKE KELLEY, an individual and DOES 1 through 100, inclusive, Defendants.	

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN that, on June 24, 2026 at 10:00 a.m. in Department 3 of the Santa Barbara County Superior Court for the State of California, located at 1100 Anacapa Street, Santa Barbara, CA 93121, before the Honorable Thomas P. Anderle, per § 382 of the California Code of Civil Procedure, Plaintiffs LEOPOLDO MARTINEZ-BRAVO and ROBERTO RAMON JOYA ESTRADA AKA ROBERTO R. FLORES CRUZ, on behalf of themselves individually and on behalf of all members of the Settlement Class as defined herein, hereby move this Court for entry of an Order: (1) granting final approval of the class action settlement achieved in this matter and entering judgment pursuant to the terms of the Settlement; (2) fully and finally approving and directing distribution of the Gross Settlement Amount ($499,000) pursuant to the terms of the Settlement; (3) fully and finally approving the award of attorneys' fees in the amount of thirty-five percent of the Gross Settlement Amount ($174,650); (4) fully and finally approving the reimbursement of reasonable litigation costs in the amount of $19,835.58; (5) fully and finally approving an enhancement award totaling $15,000 to the Named Plaintiff and Class Representative Leopoldo Martinez-Bravo and $10,000 to the Named Plaintiff and Class Representative Roberto Ramon Joya Estrada for their work in prosecuting this case on behalf of the Class; (6) fully and finally approving reasonable settlement administration costs in the amount of $6,500; and (7) fully and finally approving payment to the Labor and Workforce Development Agency ("LWDA") in the amount of $18,750 (representing its 75% of the $25,000 PAGA allocation).

This motion is made on the following grounds: (1) the Settlement Class continues to meet the requirements of class certification for settlement purposes under Code of Civil Procedure § 382; (2) Named Plaintiffs 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; and (4) the requested amounts for Class Counsel's attorneys' fees and costs, settlement administration costs, Class Representatives' enhancement awards, and payment to the LWDA for PAGA civil penalties, are all fair, adequate, and reasonable.

This motion is based upon this Notice of Motion and Motion; the Memorandum of Points and Authorities in Support thereof; the declarations of Elliot J. Siegel, Xavier Villegas, Heather Davis, Leopoldo Martinez-Bravo, Roberto Ramon Joya Estrada aka Roberto R. Flores Curz, and Elizabeth Botero Bravo in Support thereof; the Joint Stipulation of Settlement and Release of Class Action and PAGA Claim; the other records, pleadings, and papers filed in this Action; and upon such other documentary and verbal evidence or argument as may be presented to the Court at the hearing of this motion.

Dated: June 1, 2026

Respectfully submitted,
KING & SIEGEL LLP

By: */s/ Elliot J. Siegel*
Elliot J. Siegel
Attorneys for Plaintiff and the Settlement Class

Dated:June 1, 2026

Respectfully Submitted,
LAW OFFICE OF XAVIER VILLEGAS, APC

By: */s/ Xavier Villegas*
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Attorney for Plaintiff and the Settlement Class

Dated:June 1, 2026

Respectfully Submitted,
PROTECTION LAW GROUP, LLP

By: */s/ Heather Davis*
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Attorneys for Plaintiff and the Settlement Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This motion seeks final approval of a wage-and-hour class action settlement in the Gross Settlement Amount ("GSA") of **$499,000** to be distributed to a class of 150 Participating Class Members,[1] who are defined as:

> "*All current and former hourly paid or non-exempt employees employed by Mike Kelley Construction, Inc., and Blake Kelley, within the State of California at any time between September 26, 2020 and September 7, 2025.*"

See Declaration of Elliot J. Siegel in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement ("MFA Siegel Decl."), ¶ 15; *see also* Settlement Agreement ("Settlement Agmt.")., ¶ 3, 7; *see also* Class Notice (Declaration of Heather Davis in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("MPA Davis Decl."), Exhibit (A)).

Pursuant to the Court's Preliminary Approval of the Settlement on February 18, 2026, the Notice Packets were mailed via U.S. first class mail to the one hundred and fifty (150) Class Members identified in Defendants' records on March 4, 2026. *See* Declaration of Elizabeth Botero Bravo ("Botero Decl."), ¶ 5.

The reaction of Class Members to the Settlement has been *overwhelmingly* supportive of the Settlement: *zero* Class Members have objected to the Settlement, and *zero* Class Members have requested exclusion. *Id.*, ¶¶ 11-12.

As confirmed by the Class's overwhelming acceptance of the Settlement, the Settlement is a very strong result for the Class: it creates a non-reversionary, guaranteed Gross Settlement Amount ("GSA") of **$499,000**, which will disbursed to all 150 participating Class Members after payment of all Court-approved costs, without any need for Class Members to make a claim. MFA Siegel Decl., ¶ 18; *see also* Settlement Agmt., ¶ 15.

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[1] The total number of Class Members increased by 11 Class Members from the estimate provided in the motion for preliminary approval but the Escalator Clause was not triggered as there were 11,288.99 workweeks (which is below the grace threshold of 11,665 workweeks). Botero Decl., ¶ ___.

All employer-side payroll taxes will be paid by Defendants from outside of and in addition to the GSA. *Id.*; *see also* Settlement Agmt., ¶¶ 15 and 38.

Following entry of an Order granting final approval, Class Members will receive a pro rata share of the Net Settlement Amount ("NSA") of **$242,850**, with an estimated (a) average net individual settlement payment, inclusive of individual PAGA payments, of $1,619.00, (b) highest individual settlement payment of $5,614.66, and (c) lowest individual settlement payment of $6.24. *See* Botero Decl., ¶ 16.

Finally, after being provided notice through its online portal, the LWDA has given its tacit approval of the Settlement by declining to object to either the proposed Settlement or this Court's Preliminary Approval Order. MFA Siegel Decl., ¶ 62; *see also* Proofs of Submission to the LWDA and Proof of Service attached as **Exhibits E1-E3** to the MFA Siegel Decl.

For these reasons, Plaintiffs and Class Counsel respectfully ask the Court to enter an order granting final approval and judgment as to the Settlement.

II. THE COURT SHOULD GRANT FINAL APPROVAL

A. Legal Standard

The law favors settlements. *Bush v. Superior Court*, 10 Cal. App. 4th 1374, 1382 (1992). This is particularly true in class actions where substantial resources can be conserved by avoiding the time, cost, and risks of formal litigation, which can often stretch out over many years. *In re Linkedin User Privacy Litig.*, 309 F.R.D. 573, 582 (N.D. Cal. 2015) ("The law favors the compromise and settlement of class action suits."); *see also Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566 (9th Cir. 2004).

At the final approval stage, the Court's ultimate duty is to determine whether the Settlement is fair, adequate, and reasonable. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th at 1801 (setting forth the "fair, adequate, and reasonable" standard) (*citing Officers for Justice v. Civil Serv. Comm'n*, 690 F.2d 615, 625 (9th Cir. 1982); *Cho v. Seagate Tech. Holdings, Inc.*, 177 Cal. App. 4th 734, 742 43 (2009) (a trial court must approve a class action settlement agreement, but only after determining that it is fair, adequate and reasonable,

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considering factors such as the risk, expense, and complexity of continued litigation).

There is a presumption of fairness for this Settlement because the Settlement was reached through arm's-length negotiation (MFA Siegel Decl., ¶¶ 20-43); Class Counsel's investigation and discovery efforts were sufficient to allow Class Counsel to make informed decisions as to settlement; Class Counsel are experienced in similar litigation (*Id.*, ¶¶ 3-13) and Declaration of Xavier Villegas in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement ("MFA Villegas Decl."), ¶¶ 3-12; and there are *zero* exclusions and *zero* objections. (Botero Decl. ¶¶ 11-13). *See, e.g., In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 ("The trial court operates under a presumption of fairness when the settlement is the result of arm's-length negotiation, investigation and discovery that are sufficient to permit counsel and the court to act intelligently, counsel are experienced in similar litigation, and the percentage of objectors is small."); *see also Dunk,* 48 Cal. App. 4th at 1802 (citing *Newberg* § 11:41).

In considering a potential settlement for approval, a court is not to turn the approval hearing "into a trial or rehearsal for trial on the merits … [or] to reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute." *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1146 (2000) ("It cannot be overemphasized that neither the trial court in approving the settlement nor this Court in reviewing that approval have the right or the duty to reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute.").

"[T]he test is not the maximum amount plaintiff 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.*, 91 Cal. App. 4th 224, 250 (2001). Because settlements inherently involve compromise, even settlements providing for substantially narrower relief than might be obtained upon successfully litigating a case are still 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)).

This Court has already held that the Settlement Class met all the requirements of class certification[2] for settlement purposes when it granted preliminary approval of the Settlement on February 18, 2026 (the "Preliminary Approval Order"). *See* MFA Siegel Decl., ¶ 14, .

Nothing has materially changed since preliminary approval was granted; the Settlement was fair, adequate, and reasonable then, and it remains so now. Indeed, the only change since preliminary approval—the reaction of the Settlement Class—strongly supports final approval of the Settlement as demonstrated by a 100% participation rate with *zero* exclusions and *zero* objections by Class Members. *See generally* Botero Decl.

B. Strength of the Case and Risks of Continued Litigation

Following final approval of the Settlement, a non-reversionary Net Settlement Amount of approximately $242,850,[3] will be distributed *pro rata* to the participating Class Members. *See* Botero Decl., ¶ 15.

In light of the strengths of the case and risks of continued litigation, this result is a very positive one for the Class and the Settlement should be finally approved. The strengths and weaknesses of the Action were discussed in detail in Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, and the Declaration of Heather Davis in Support of Preliminary Approval at Paragraphs 50-78 but are summarized again in the Siegel Declaration In Support of Final Approval for the Court's ease of reference at Paragraphs 19-43.

In consideration of these significant risks and others, as well as the time, expense and cost of litigation, trial, and appeals, Class Counsel determined that Settlement was

[2] Under Code Civ. Proc. § 382, a class should 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's claims; and (4) the representative will fairly and adequately represent the class's interests. *See Richmond v. Dart Industries, Inc.*, 29 Cal.3d 462, 470 (1981).

[3] After subtracting for the PAGA Payment to those Class Members who are also Aggrieved Employees, the NSA is $242,850.

appropriate, fair, reasonable, and justified by Class Counsel's legal and factual investigation. MFA Siegel Decl., ¶¶ 41 and 42. Furthermore, the Settlement will yield a *prompt, certain,* and *substantial* recovery for Class Members, which also benefits the Parties and the Court. MFA Siegel Decl., ¶ 43.

Based on these risks, Class Counsel calculated Defendants' *risk-adjusted*, *realistic maximum* exposure for the Class's claims as $490,115.52.[4] MPA Davis Decl., ¶ 77. The Settlement, which secures more than *100%* of this realistic maximum value, is a clear win for the Class and well within the zone of reasonableness. MFA Siegel Decl., ¶¶ 32 and 33.

C. Amount Offered in Settlement

The GSA of $499,000 falls well within the zone of reasonableness given Defendants' realistic maximum exposure for the Class's claims. *See* MFA Siegel Decl., ¶ 33; *see also Ma v. Covidien Holding, Inc.*, 2014 WL 360196, at *5 (C.D. Cal. Jan. 31, 2014) (finding a settlement that is 9.1% of the total value of the action is within the range of reasonableness), citing *Linney v. Cellular Alaska Partnership*, 151 F. 3d 1234, 1242 (9th Cir. 1998).

A settlement may be fair and reasonable even where it provides only a fraction of what could have been obtained at trial. *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) (compromise is the essence of settlement); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 and n.2 (2nd Cir. 1974) ("[T]hat a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is" inadequate and should be disapproved).

While litigation could have resulted in more damages and penalties, it also could have resulted in fewer (including the potential for no recovery for the Class). In contrast, the Settlement eliminates any risk of a lesser or zero recovery for the Class, and eliminates the costs and risks inherent in continued litigation and appeals. MFA Siegel Decl., ¶ 38.

The Settlement provides a significant recovery that is "certain and immediate, eliminating the risk that class members would be left without any recovery . . . at all." *Graves*

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[4] Class Counsel's detailed risk analysis is contained in the Declaration of Heather Davis in Support of Preliminary Approval at Paragraphs 49-78.

v. United Indus. Corp., No. 217CV06983CASSKX, 2020 WL 953210, at *7 (C.D. Cal. Feb. 24, 2020).

The Settlement amount is reasonable, fair, and adequate as it compensates the Class Members for a very substantial portion of the unpaid minimum and regular wages, overtime wages, meal and rest period premiums, and various penalties due to them after accounting for the veracity of Defendants' arguments against certification, damages due to defenses on the merits, and penalties due to good faith. *See generally* MFA Siegel Decl.; *see also* MPA Davis Decl., ¶¶ 49-78.

D. <u>Class Counsel Fully Evaluated the Settlement</u>

As detailed in Plaintiffs' Motion for Preliminary Approval, Class Counsel engaged in extensive factual and legal investigation into the claims, which included (a) numerous telephonic conferences with Plaintiffs; (b) inspection and analysis of numerous payroll and policy documents and other information produced by Plaintiffs and Defendants; (c) analysis of the legal positions taken by Defendants; (d) investigation into the viability of class treatment of the claims asserted in the operative Complaint; (e) analyses of potential class-wide damages, including information sufficient to understand Defendants' potential defenses to Plaintiffs' class-wide claims; (f) research of the applicable law with respect to the claims asserted in the operative Complaint and the potential defenses thereto; (g) assembly and analysis of data for calculating damages; and (h) hiring the services of an expert to analyze Defendants' exposure.[5] MFA Siegel Decl., ¶¶ 11 and 12, 35, 40-42.

Class Counsel's factual investigation, legal analysis, review of documents, informal discovery, expert analysis, and mediation efforts have been adequate to give the Class Representative and Class Counsel a sound understanding of the merits of the Parties' positions and to evaluate the worth of the claims of the Class. The informal discovery in this

[5] Such analysis included, without limitation, the amount of hours that qualified for overtime treatment; amounts of all underpayments of regular and overtime wages based on rounding or otherwise; the number of late, short, and missed meal periods based on time punch data; the number of rest period violations; and the maximum and realistic exposure for each claim alleged in the Complaint. MPA Davis Decl. ¶ 77.

Action, and the information exchanged by the Parties before, after, and during the mediation, was sufficient to reliably assess the merits of the respective Parties' positions and to compromise on a fair and equitable basis taking into account the strengths and weaknesses of each Parties' claims and defenses. *Id*.

Based on their own independent investigation and evaluation, Class Counsel has determined that the Settlement set forth in the Settlement Agreement is fair and reasonable and is in the best interests of the Class Members. Class Counsel believes that the Settlement confers substantial benefits upon the Class Participants, and that an independent review of the Settlement Agreement by the Court during the approval process will confirm this conclusion. *Id*. at 42.

E. The Settlement is in the Best Interest of the Class

Class Counsel's views and experience also weigh in favor of finally approving the Settlement. See *Kullar v. Foot Locker Retail, Inc*., 168 Cal. App. 4th 116, 128 (2008) (court must take into account "the experience and view of counsel."); see also Ellis v. Naval Air Rework Facility, 87 F.R.D. 15, 18 (N.D. Cal. 1980) ("[T]he fact that experienced counsel involved in the case approved the settlement after hard-fought negotiations is entitled to considerable weight."), aff'd, 661 F.2d 939 (9th Cir. 1981). Class Counsel has a significant history of litigating complex cases, including class actions, and has represented thousands of employees throughout the settlement and class certification phases of litigation. MFA Siegel Decl., ¶¶ 3-8; MFA Villegas Decl. ¶¶ 3-12 ; and MFA David Decl. ¶¶ 24-27.

Prior to agreeing to any settlement, Class Counsel conducted its factual investigation, obtained aggregate and individual Class Member data, and wage-related and policy documents as part of informal discovery, including per-shift time punch data, plus itemized wage statements, for a 20% sample of the Class. This data contained individual pay rates, job codes, and start and end dates of employment and all compensation, security, payroll, time-keeping, time tracking, and meal/rest period policy-related documents in effect during the relevant period. In addition, Defendants provided Plaintiffs with additional data points regarding the size and composition of the class including the number of current versus former employees, the total workweeks worked by the Class, the number of pay periods within the PAGA Period and other relevant calculations, and information relevant to potential damages, including Defendants' positions as to shifts worked and total pay periods the Class and other aggregate data and information related to their defenses and contentions. MFA Siegel Decl., ¶ 10.

Based on their own independent investigation and evaluation, Class Counsel has determined that the Settlement set forth in the Settlement Agreement is fair and reasonable and is in the best interests of the Class Members. MFA Siegel Decl., ¶¶ 13, 31, 35, and 41-42. Class Counsel believes that the Settlement confers substantial benefits upon the Class Participants, and that an independent review of the Settlement Agreement by the Court during the approval process will confirm this conclusion.

F. Class Members Have Received the Best Practicable Notice

The notice procedure approved by the Court constituted the best notice practicable under the circumstances and constituted sufficient notice to the Class of the proposed Settlement Agreement's terms and the dates and procedures for opting out of the Settlement, objecting to the Settlement, and appearing at the final approval hearing. *See* Rule 3.769(f).

Apex received data files comprising a Class List from Defendants on March 4, 2026, which contained each Class Member's name, last known address, telephone number, hire and termination dates, and Social Security number for the Class Period and PAGA Period. Botero Decl., ¶ 5. The Class List provided to Apex contained information for one hundred and fifty (150) Class Members.

The Notice Packets were enclosed in envelopes with the names and last known addresses printed on them, including any addresses updated against the National Change of Address (NCOA) database contained by the United States Postal Service (USPS). *Id.*, at ¶ 6. On March 13, 2026, the Notice Packets were mailed via U.S. First Class mail to all 150 Class Members. *Id.*, at ¶ 7. Twenty-three (23) Notice Packets were returned as undeliverable to Apex, for which six (6) new addresses were provided by the Post Office and re-mailed. *Id.,* at ¶ 8. For the Notice Packets returned from the post office without a forwarding address, Apex performed a computerized skip trace to locate a better address for those individuals. *Id*. As a result of either a skip trace, request from counsel or the Settlement Class Member, a total of six (6) Notice Packets were re-mailed to Class Members. *Id*. Ultimately, seventeen (17) Notice Packets remained undeliverable. *Id*., at ¶ 9.

The deadline to submit disputes, requests for exclusion, or objections to the settlement occurred sixty (60) calendar days thereafter, on May 12, 2026. *Id*. at ¶ 10. For remailed Notice Packets, this response deadline was extended to May 27, 2026. *Id*. and Settlement Agmt., ¶¶ 33 and 71. Class Members were not required to file a claim in order to participate in the Settlement; the provision of settlement payments to Class Members is an automatic process. *Id*., at ¶ 18; *see also* MPA Davis Decl., Exhibit Ex. (A).

The previously approved Notice Packet—which was disseminated in both English and Spanish—was thorough, and accurately informed all notified Class Members of their rights. It explained the Settlement; how to object; how to request exclusion; how to dispute; the deadlines for objecting, requesting exclusion, or disputing; the attorneys' fees to be paid under the Settlement; the Enhancement Awards to be sought under the Settlement; and each individual Class Members' estimated recovery under the Settlement net of the expenses, attorneys' fees, Plaintiffs' Enhancement Awards, and all costs—which were all specified in the Notice Packet. MPA Davis Decl., Ex. A. The Notice included both the GSA and calculated NSA. *Id*.

Further, as required, the Notice Packet was neutral as to the merits of the proposed Settlement. *See 7-Eleven Owners for Fair Franchising v. Southland Corp*., 85 Cal. App. 4th at 1164; *see also* Botero Decl., Ex. A. The Notice Packet clearly informed Class Members that those who chose not to opt out would be bound by the Settlement and subject to the Release set forth therein. *Id*.

After the close of the Notice Period, *zero* Class Members objected, and *zero* Class Members opted out. Botero Decl., ¶¶ 11 and 12.

The Notice Packet was "adequate to 'fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with [the] proceedings.'" *7-Eleven Owners for Fair Franchising*., 85 Cal. App. 4th at 1164.

As such, the Court should enter an order finally approving the Settlement, secure in the knowledge that all Class Members have been given the opportunity to participate fully in the approval process and have universally approved the Settlement.

G. There are Zero Objections and Zero Opt-Outs

The reaction of the Class Members to the Settlement has been one of overwhelming approval. There were *zero* objections and only *zero* requests for exclusion. Botero Decl. ¶¶ 11-12.

The lack of opt-outs and objections by Class Members supports a presumption of the Settlement's fairness. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th at 1152-53 (finding 9 objections and 80 opt-outs from a class of 5,454 showed a "particularly impressive" and favorable response from class members); *see also Dunk*, 48 Cal. App. 4th at 1802; *Schiller v. David's Bridal, Inc.*, 2012 WL 2117001, at *5 (E.D. Cal. June 11, 2012) (approving settlement where no objections filed, and five of 3,327 class members requested exclusion).

H. The LWDA Has Consented to The Settlement

Class Counsel provided notice of the Settlement to the LWDA on March 2, 2026, per Labor Code § 2699(l)(2). MFA Siegel Decl., ¶ 62. Class Counsel also provided notice of the Motion for Preliminary Approval (inclusive of the Settlement) to the LWDA on December 11, 2025 (although not required by Lab. Code § 2699, *et seq*.), and this Motion through their online portal as of the date of this Declaration. *Id*.

The LWDA did not respond to or object to the Settlement, and has given its tacit approval to the Settlement through its non-response. *Id*. at 63.

III. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE

Plaintiffs and Class Counsel respectfully request that the Court approve their application for attorneys' fees in the amount of thirty-five percent of the GSA, or $174,650, reimbursement of actual litigation costs of $25,000 (below the maximum $25,000 allotted for by the Settlement), Settlement Administration costs of $6,500 (also below the maximum $10,000 provided in the Class Notice), and Class Representative enhancement awards of $15,000 to Named Plaintiff Martinez-Bravo and $10,000 to Named Plaintiff Joya Estrada.

These awards and reimbursements are warranted in light of the work performed on behalf of the Class, particularly in light of the universal approval of the Settlement.

A. Class Counsel's Request for Attorneys' Fees is Reasonable

1. The Court Should Use the Percentage-of-Recovery Method

The California Supreme Court approved the use of the "percentage-of-recovery" method for common fund cases. *Laffitte v. Robert Half Internat. Inc.*, 1 Cal. 5th 480, 503 (2016) ("*Laffitte II*").

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.

Consistent with *Laffitte II*, this Court should utilize the percentage-of-recovery method in awarding fees, because: (1) "the percentage-of-the-fund method is appropriate where—as here—the amount of the settlement is fixed without any reversionary payment to the defendant," *Burden v. SelectQuote Ins. Servs.*, No. C 10-5966 LB, 2013 WL 3988771, at *4 (N.D. Cal. Aug. 2, 2013), and (2) the lodestar method is *not* preferred in common fund cases because it "does not achieve the stated purposes of proportionality, predictability and protection of the class. It encourages abuses such as unjustified work and protracting the litigation. It adds to the workload of already overworked district courts. In short, it does not encourage efficiency, but rather, it adds inefficiency to the process." *In re Activision Sec. Litig.*, 723 F. Supp. 1373, 1378 (N.D. Cal. 1989).

In contrast, with the percentage method, "[t]he integrity of the attorneys' fee application process [is] enhanced and the class members . . . receive at least the same benefits and receive them earlier." *Id*., at 1379.

2. <u>The Requested Fees are Reasonable as a Percentage</u>

Per the terms of the Settlement Agreement, Plaintiffs and Class Counsel are requesting thirty-five percent of the GSA, *i.e.*, $174,650, in attorneys' fees. MFA Siegel Decl., ¶ 44; MFA Villegas Decl. ¶ 13; and Declaration of Heather Davis in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement ("MFA Davis Decl."), ¶ 18

Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. *Newberg on Class Actions,* 4th Ed. 2002, §14:6. According to *Newberg*, ". . . no general rule could be articulated as to what is a reasonable percentage of a common fund. Usually, 50 percent of the fund is the upper limit on a reasonable fee award . . . though somewhat larger percentages are not unprecedented." *Id*. *Newberg* further notes that <u>achievement of a substantial recovery with modest hours expended should not be penalized but should be rewarded for considerations of time saved by superior services performed</u>. *Id*.

As California appellate courts have made clear, one-third to thirty-five percent of the common fund is a reasonable percentage for a trial court to award as attorneys' fees when a class action litigation establishes a monetary fund for the benefit of the class members. *See, e.g.*, *Laffitte II*, at 506 (affirming award of 33% of the common fund); *Chavez v. Netflix, Inc*., 162 Cal.App.4th 43, 66 n.11 (2008) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."); *Laffitte v. Robert Half Intern. Inc.*, 180 Cal.Rptr.3d 136, 149 (2014) ("*Laffitte I*") ("[T]he trial court's use of a percentage of 33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits").[6]

Among other things, an award at least one-third is appropriate because "the amount of attorney fees typically negotiated in comparable litigation should be considered in the assessment of a reasonable fee in representative actions. . . Given the unique reliance of our

[6] Because the California Supreme Court affirmed *Laffitte I* it may be cited as precedent. *See* California Rules of Court, Rule 8.115(e)(2).

legal system on private litigants to enforce substantive provisions of law through class . . . actions, attorneys providing the essential enforcement services must be provided incentives roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace, as it will otherwise be economic for defendants to increase injurious behavior."[7] *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 47 (2000). "Regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008).

3. A Lodestar Cross Check Supports the Requested Fee Award

The California Supreme Court has further held that, while a trial court may adjust the percentage based on a lodestar cross check, it is not required to do so. *Laffitte II*, 1 Cal.5th at 505-506. ("We hold further that the trial courts have discretion to do a lodestar cross-check on a percentage fee . . . they also retain the discretion to forego the lodestar cross-check and use other means to evaluate the reasonableness of a requested fee percentage.").

However, if the Court chooses to perform a lodestar cross-check in this case, such a cross-check will confirm the reasonableness of Plaintiffs' fee request.

The California Supreme Court has explained that "the lodestar calculation, when used in this manner, does not override the trial court's primary determination of the fee as a percentage of the common fund and thus does not impose an absolute maximum or minimum on the potential fee award." *Id.*, at 505.

Moreover, in determining the lodestar multiplier, counsel should not be penalized with a lower award for settling the case early in litigation because the percentage of the fund method is designed to "encourage[] early settlement, which avoids protracted litigation" and delivers quicker, *more certain benefits* to PAGA Settlement Members. *Id.*, at 490. "[T]he promptness of settlement cannot be used to justify the refusal to apply a multiplier to reflect

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[7] "Courts agree that, because the percentage-of-the-benefit approach is result-oriented rather than process-oriented, it better approximates the workings of the marketplace than the lodestar approach." *Lealao*, *supra* 82 Cal. App. 4th at 48.

the size of the class recovery without exacerbating the disincentive to settle promptly inherent in the lodestar methodology." *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th at 52 ("Considering that our Supreme Court has placed an extraordinarily high value on settlement, it would seem *counsel should be rewarded, not punished, for helping to achieve that goal.*") (emphasis added).

The Court then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty and difficulty of the questions involved, the extent to which the nature of the litigation precluded other employment by the attorneys, the contingent nature of the fee award, and the results obtained. *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-33 (2001) (citing *Serrano v. Priest*, 20 Cal.3d 25, 49 (1977); *Thayer v. Wells Fargo Bank*, 92 Cal.App.4th 819, 834 (2001).

The court should "adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 557 (2009). In doing so, "the court determines, retrospectively, whether the litigation involved a contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in order to approximate the fair market rate for such services." *Id.* at 556; *see also Laffitte II*, *supra*, 1 Cal. 5th at 503-05.

In calculating the multiplier, courts have "routinely enhanced the lodestar to reflect the risk of non-payment in common fund cases" to account for the risk in contingent representation. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002) (approving multiplier of 3.65 and observing that "attorneys whose compensation depends on their winning the case[ ] must make up in compensation in the cases they win for the lack of compensation in the cases they lose.").

Class Counsel's unenhanced lodestar to date is approximately $228,917350 after spending a combined 315.25 hours on this matter. MFA Siegel Decl., ¶¶ 49-51; MFA Villegas Decl., ¶ 15; and MFA Davis Decl., ¶ 29. Thus, the fees sought reflect a reasonable lodestar multiplier of .77 *Id.*

4. Class Counsel's Hourly Rates Are Reasonable

"The reasonable hourly rate is that prevailing in the community for similar work." *PLCM Grp. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000), *as modified* (June 2, 2000). "[I]n assessing a reasonable hourly rate, the trial court is allowed to consider the attorney's skill as reflected in the quality of the work, as well as the attorney's reputation and status." *MBNA Am. Bank, N.A. v. Gorman*, 147 Cal. App. 4th Supp. 1, 13 (2006), *as modified* on denial of reh'g (Jan. 2, 2007).

"Courts may find hourly rates reasonable based on evidence of other courts approving similar rates or other attorneys engaged in similar litigation charging similar rates." *Parkinson v. Hyundai Motor Am.*, 796 F. Supp. 2d 1160, 1172 (C.D. Cal. 2010). Attorney declarations are satisfactory evidence of prevailing market rates. *Raining Data Corp. v. Barrenechea*, 175 Cal.App.4th 1363, 1375 (2009); *Welch v. Metro. Life Ins. Co.*, 480 F.3d 942, 947 (9th Cir. 2007).

Current billing rates in the Southern California area range from $250 per hour to over $1,000 per hour. MFA Siegel Decl., ¶ 51; **Exhibit A** (Laffey Matrix); **Exhibits B-1, B-2** (2015 National Law Journal Survey of Billing Rates in California and the 2022 Real Report, section on Employment Law by Wolters Kluwer); *see also Pazandeh v. Yamaha Corp. of Am.*, No. SACV1601849JVSDFMX, 2018 WL 1406706, at *1 (C.D. Cal. Feb. 12, 2018) ("Thus, the Court finds that the rates of $595 to $455 per hour for partner work, $325 per hour for associate work, and $235 to $200 per hour for paralegal work are reasonable."); *Sentinel Offender Servs., LLC v. G4S Secure Sols. (USA) Inc.*, No. 8:14-CV-298-JLS-JPRX, 2017 WL 3485768, at *10 (C.D. Cal. June 20, 2017) (applying ALM Legal Intelligence NLJ Billing Survey for 2014 to arrive at a reasonable, average billing rate for Southern California partners of $633.09 per hour); *Cf. In re High-Tech Employee Antitrust Litig.*, 2015 WL 5158730, at *9 (N.D. Cal. Sept. 2, 2015) (reasonable "billing rates for partners [that] range from about $490 to $975 … billing rates for non-partner attorneys, including senior counsel, counsel, senior associates, associates, and staff attorneys, [that] range from about $310 to $800, with most under $500 … [and] billing rates for paralegals, law clerks, and litigation support staff [that] range from about $190 to $430, with most in the $300 range."); *Syers Properties III, Inc. v. Rankin*, 226 Cal.App.4th 691, 702 (Cal. Ct. App. 2014) (relying on Laffey matrix for reasonable market rates).

Given the expertise, skill, and strong result achieved for the Settlement Class by Class Counsel, the requested rates for Class Counsel, their current hourly billing rates of $900 for Mr. Siegel, to $775 for Mr. Villegas, and the use of a blended rate of approximately $700 per hour for Protection Law Group is reasonable.[8] MFA Siegel Decl., ¶¶ 3-8, 51.

Additionally, Class Counsel's prior billing rates have been accepted as part of lodestar cross-checks in numerous other class actions where they have served as Class Counsel. MFA Siegel Decl., ¶ 53 and MFA Villegas Decl., ¶ 11.

5. **Class Counsel's Time Spent Was Reasonable**

"Trial courts conducting lodestar cross-checks have generally not been required to closely scrutinize each claimed attorney-hour, but have instead used information on attorney time spent to focus on the general question of whether the fee award appropriately reflects the degree of time and effort expended by the attorneys." *Laffitte II*, 1 Cal. 5th at 505. The Court may rely on a declaration "summarizing overall time spent, rather than demanding and scrutinizing daily time sheets in which the work performed was broken down by individual task." *Laffitte II*, 1 Cal.5th at 505; *see also Barbosa v. Cargill Meat Solutions Corp.*, 297 F.R.D. 431, 451 ("Where the lodestar method is used as a cross-check to the percentage method, it can be performed with a less exhaustive cataloguing and review of counsel's hours.") (E.D. Cal. 2013); *Goldberger v. Integrated Resources, Inc.*, 209 F.3d at 43, 50 (2nd Cir. 2000) ("Of course, where used as a mere cross-check, the hours documented by counsel need not be exhaustively scrutinized by the district court."); *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (2008) ("It must also be kept in mind that lawyers

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[8] Under longstanding law, Class Counsel are entitled to use their current billing rate across the length of the litigation. *See, e.g.*, *Gates v. Deukmejian*, 987 F.2d 1392, 1406 (9th Cir. 1992) ("We long have recognized that district courts have the discretion to compensate prevailing parties for any delay in the receipt of fees by awarding fees at current rather than historic rates in order to adjust for inflation and loss of the use funds.").

are not likely to spend unnecessary time on contingency fee cases in the hope of inflating their fees. The payoff is too uncertain, as to both the result and the amount of the fee.”).

Class Counsel spent hours on this matter, which included: conducting pre-filing investigation; interviewing Plaintiffs; reviewing Plaintiffs’ personnel files; analyzing Plaintiffs’ claims and Defendants’ potential defenses to the same, conducting legal research; preparing the Class Action Complaint, and PAGA letter; meeting and conferring with Defendants’ counsel; propounding formal and informal discovery requests to Defendants ; meeting and conferring with Defendants and informal document exchange; inspecting and reviewing aggregate and individual Class Member data, and wage-related and policy documents produced via informal discovery, including per-shift time punch data, plus itemized for a 20% sample of the Class, as well as compensation, security, payroll, time-keeping, time tracking, and meal/rest period policy-related documents; telephone conferences and email exchanges with Class Counsel’s expert regarding damages;; attending an all-day mediation, drafting, negotiating, and revising the Settlement Agreement and notice packet; preparing for and appearing at hearings; preparing and filing the Motions for Preliminary and Final Approval; communicating with the Class Administrator and Defense Counsel regarding the Class Member data, administration, reviewing calculations regarding Class settlement distribution, and otherwise monitoring the notice and settlement administration process; and otherwise litigating the case. *See* MFA Siegel Decl., ¶¶ 49-55, **Exhibit D** (contemporaneous records of hours worked) and Villegas Decl. Ex. A; Davis MFA Decl. Ex. 1.

Class Counsel will also spend additional time attending the final approval hearing, monitoring the final settlement administration, attending the final compliance hearing, as well as bearing the risk of being obliged to prosecute an enforcement action if Defendants breaches the Settlement. *Id.*, ¶ 50.

Class Counsel’s hours were reasonable and necessary to achieve the very substantial value delivered to the Class by the Settlement.

6. <u>A "Lodestar Multiplier" in This Action</u>

The lodestar factors discussed above also support the reasonableness of Plaintiffs' attorneys' fees request. These factors include: (1) the novelty and difficulty of the questions involved; (2) the results obtained; (3) the contingent nature of the fee award; (4) the extent to which the nature of the litigation precluded other employment by the attorneys; and (5) the positive reaction of the Class and LWDA. *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-33 (2001).

(1) <u>Substantial Results Obtained</u>. Class Counsel negotiated a very substantial recovery for the Settlement Class with a Gross Settlement Amount of $<u>499,000</u>, which represents more than *100%* of the risk-adjusted total damages. *See* MPA Davis Decl., ¶ 77. Additionally, the average net individual settlement payment in this case of $1,619 meets or exceeds the average payments in similar wage and hour class action settlements. *See, e.g.*, *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) (wage and hour class action settlement approved where average class member recovery was approximately $60); *Schiller v. David's Bridal, Inc.*, Case No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001 (E.D. Cal. June 11, 2012) (finding that average payment to class members of less than $200 was a "good" result); *Williams v. Centerplate, Inc.*, Case Nos. 11-CV-2159 HKSC, 12-CV-0008-H-KSC, 2013 WL 4525428 (S.D. Cal. Aug. 26, 2013) (granting final approval of class action settlement where average recovery for each class member was approximately $108 and describing result as "very favorable").

(2) <u>The Contingent Fee Nature of the Award</u>. One of the most common fee enhancers . . . is for contingency risk." *Graham v. DaimlerChrysler Corp.,* 34 Cal.4th 553, 579 (Cal. 2004). "[T]he lodestar enhancement [for contingent cases] is intended to approximate market-level compensation for such services, which typically includes a premium for the risk of nonpayment or delay in payment of attorney fees." *Bernardi v. County of Monterey*, 167 Cal.App.4th 1379, 1399 (Cal. Ct. App. 2008). "A lawyer who both bears the risk of not being paid *and* provides legal services is not receiving the fair market value of his or her work if the lawyer is paid *only* for the second of these functions. If he is

paid no more, competent counsel will be reluctant to accept fee award cases." *Ketchum v. Moses*, 24 Cal. 4th 1122, 1123, 17 P.3d 735 (2001) (emphasis added); *see also Crommie v. State of Cal., Pub. Utilities Comm'n*, 840 F. Supp. 719, 725 (N.D. Cal. 1994), *aff'd in part sub nom. Mangold v. California Pub. Utilities Comm'n*, 67 F.3d 1470 (9th Cir. 1995), *and judgment corrected sub nom. Crommie v. State of California Pub. Utilities Comm'n*, No. C-89-4433 MHP, 1996 WL 440548 (N.D. Cal. July 26, 1996) ("The purpose of contingent risk inquiry is to determine a fee that is likely to entice competent counsel to undertake difficult public interest cases.").

Class Counsel took this case on contingency and has worked for nearly 2 years without compensation in this matter. MFA Siegel Decl., ¶ 56. Given the potential for adverse outcomes in this Action, including, but not limited to losing on class certification or on the merits, the contingent risk taken on by Class Counsel was substantial. *Id.* at 54. There was a real risk that Class Counsel would not be compensated for their work because they handled this matter on a purely contingent basis. *Id.* at 55. Plaintiffs were not responsible for paying attorneys' fees; thus Class Counsel could only recover attorneys' fees if the litigation was successful. *Id.* at 54.

Further, Class Counsel has advanced $17,856.14 in costs on behalf of the Class, which it has carried throughout the pendency of this litigation, and devoted substantial time to this litigation. *Id.* Class Counsel ran the risk of recovering nothing in fees, and being out of pocket for these and tens of thousands of dollars in attorney time. *Id.* at 55

(3) <u>Preclusion of Other Employment</u>. Class Counsel's respective firms have only a finite amount of time to work up and litigate their cases. By taking on this matter, Class Counsel necessarily passed on other engagements, both contingent and hourly. As of the date of the hearing on final approval, Class Counsel will have worked on and litigated this case for nearly 2 years, devoting a combined total of 315.2 hours to the matter. *Id.*, at ¶ 48; MFA Villegas Decl., ¶ 15; and MFA Davis Decl. ¶ 29. Class Counsel should not be penalized for giving up other valuable work opportunities while they efficiently and effectively litigated this matter to a successful resolution for the Class.

(4) The Universally Positive Reaction of the Class and LWDA. Not a single Settlement Class Member nor the LWDA has objected to Class Counsel's request for fees in the amount of $174,650 after receiving notice of the request—further supporting the appropriateness of the requested fee award. MFA Siegel Decl., ¶ 57; *see generally* Botero Decl.

The fee award requested here is justified under a lodestar cross-check because Class Counsel achieved a significant monetary recovery for the Settlement Class in an uncertain and risky lawsuit while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with the market rate. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-51 (9th Cir. 2002) (positive results, risk, contingency, and duration are proper considerations in awarding attorney's fees).

Class Counsel's fee award is fair, reasonable, and adequate, and should be approved.

B. Plaintiff's Counsel's Request for Payment of Actual Litigation Costs is Fair, Adequate, and Reasonable

The Settlement Agreement provides for reimbursement of Class Counsel's costs not to exceed $25,000. Settlement Agmt., ¶ 33; and MPA Davis Decl., Ex. A. However, Class Counsel is seeking only $17,856.14 in actual litigation costs that have been reasonably incurred or will be incurred in prosecuting this case, including, without limitation court filing fees, mediation fees, expert fees, and hearing attendance costs. MFA Siegel Decl., ¶ 55 and Appx. 1, **Exhibit C,** MPA Villegas Decl. ¶ 14; Appx 1; and Ex. B.

Class Counsel's request for reimbursement of this amount is fair, adequate, and reasonable, as these costs were reasonably incurred. Moreover, the costs that Plaintiffs seek reimbursement for are the types of costs routinely approved by courts. *See, e.g.*, *Harris v. Marhoefer*, 24 F.3d 16, 19 (Class counsel entitled to "those out-of-pocket expenses that would normally be charged to a fee paying client.") (9th Cir. 1994); *Trustees of Const. Industry and Laborers Health and Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59 (9th Cir. 2006) (legal research costs are reimbursable); *In re Immune Response Securities* Litigation, 497 F. Supp. 2d 1166, 1177-78 (S.D. Cal. 2007) (mediation expenses, consultant and expert fees, legal research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable); *Ashker v. Sayre*, 2011 WL 825713, at * 3 (N.D. Cal. 2011).

Further, not a single Settlement Class Member objected to payment of Class Counsel's costs after being informed that such costs could be as high as $25,000. Botero Decl., ¶ 7. Because the expenses requested by Class Counsel were reasonably incurred, *less* than the preliminarily noticed costs of $25,000, and no Settlement Class Members have objected to them, the Court should grant Class Counsel's request for costs.

C. <u>The Enhancement Awards are Fair and Reasonable</u>

Named Plaintiffs in class action lawsuits are eligible for reasonable incentive awards to compensate them "for the expense or risk they have incurred in conferring a benefit on other members of the class." *Munoz v. BCI Coca-Cola Bottling Company of Los Angeles*, 186 Cal. App. 4th 399, 412 (2010); *Bell v. Farmers Ins. Exchange*, 115 Cal. App. 4th 715, 726 (2004) (upholding "service payments" to named plaintiffs for their efforts in bringing the case). "Incentive awards are fairly typical in class action cases" and the Court should award incentive payments "to compensate [plaintiffs] for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and…to recognize [their] willingness to act as a private attorney general." *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009).

Plaintiffs request payment of an enhancement award from the non-reversionary GSA in the amount of $15,000 for Mr. Martinez-Bravo and $10,000 for Mr. Joya Estrada, in addition to the share of the Net Settlement Amount they are otherwise entitled to receive as Participating Class Members. The proposed enhancement awards are reasonable compensation given the time and effort that Named Plaintiffs devoted to this case; the valuable assistance each provided to their Class Counsel; and the fact that they came forward to bring this case on behalf of 150 other employees despite the potential public disapproval each risked, and because each entered into a general release of claims that is broader than the release entered into by the Class. MFA Siegel Decl., ¶ 59; *see generally* Declaration of

Leopoldo Martinez-Bravo in Support of Motion for Final Approval ("MFA Martinez-Bravo Decl."); Declaration of Roberto Ramon Joya Estrada (MFA Estrada Decl."); MFA Villegas Decl., ¶¶ 21-22.

Plaintiffs' efforts resulted in an extremely positive result for Settlement Class Members, who will be receiving average *net* individual settlement payments of $1,619.00, which meets or exceeds average payments obtained in typical wage and hour class action settlements, as discussed above.

The requested $15,000 enhancement award for Named Plaintiff Martinez-Bravo and $10,000 enhancement award for Named Plaintiff Joya Estrada fall within the range of incentive awards typically awarded to Class Representatives in other wage-and-hour class actions, particularly given the risks that Plaintiffs undertook. *See, e.g.*, *Bond v. Ferguson Enterprises, Inc.*, No. 1:09–cv–1662 OWW MJS, 2011 WL 2648879 (E.D. Cal. June 30, 2011) (approving $11,250 service award to each of the two class representatives in a trucker meal break class action); *Ross v. US Bank National Association*, No. C 07-02951 SI, 2010 WL 3833922, at *2 (N.D. Cal. Sept. 29, 2010) (approving $20,000 enhancement award to Class Representative in California wage-and-hour class action settlement); *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 493 (E.D. Cal. 2010) (approving service awards in the amount of $10,000 each from a $300,000 settlement fund in a wage/hour class action); *West v. Circle K Stores, Inc.*, NO. CIV. S-04-0438 WBS GGH, 2006 U.S. Dist. LEXIS 76558, at *28 (E.D. Cal. Oct. 19, 2006) (approving enhancement awards of $15,000 as "reasonable"); *Glass v. UBS Fin. Servs.*, No. C-06-4068 MMC, 2007 U.S. Dist. LEXIS 8476, at *52 (N.D. Cal. Jan. 26, 2007) (finding "requested payment of $ 25,000 to each of the named plaintiffs is appropriate" in wage and hour settlement); *Louie v. Kaiser Found. Health Plan, Inc.*, CASE NO. 08cv0795 IEG RBB, 2008 U.S. Dist. LEXIS 78314, at *18 (S.D. Cal. Oct. 6, 2008) (approving "$25,000 incentive award for each Class Representative" in wage-and-hour settlement); *Garner v. State Farm Mut. Auto. Ins. Co.*, No. CV 08 1365 CW (EMC), 2010 WL 1687832, at *17 n.8 (N.D. Cal. Apr. 22, 2010) ("Numerous courts in the Ninth Circuit and elsewhere have approved incentive awards of $20,000 or more where, as here, the class representative has demonstrated a strong commitment to the class.”).

Finally, after receiving Notice of the proposed enhancement award to Named Plaintiffs, *zero* Settlement Class Members objected to the amount. Botero Decl., ¶ 12.

Given Plaintiffs’ contributions to this case, the risks they undertook, and the lack of any objections from Settlement Class Members, Named Plaintiffs’ requested Enhancement Awards are appropriate and justified as part of the Settlement and should be finally approved.

Named Plaintiffs’ individual share of the NSA are $15,000.00 for Mr. Martinez-Bravo and $10,000.00 for Mr. Joya Estrada. Botero Decl., ¶ 15.

D. Payment of Administration Costs Should Be Approved

Plaintiffs also request that the Court approve payment of $6,500 in settlement administration costs to Apex Class Action LLC. (“Apex”). As detailed in the Declaration of Elizabeth Botero Bravo submitted herewith, Apex performed duties in connection with administration of this Settlement that were integral in effectuating the Notice and Settlement administration process. Among other things, Apex calculated each Settlement Class Member’s estimated share of the Net Settlement Amount, formatted and printed Notices for mailing, mailed Notice Packets to all 150 identifiable Settlement Class Members, kept the Parties informed of the status of the Notice process, and otherwise administered the Settlement. *See generally* Botero Decl.

For these reasons, and because no Class Members have objected upon notice that Apex’s fees could be as high as $6,500, Apex’s requested settlement administration costs reimbursement of $6,500 is fair, reasonable, and adequate, and should be finally approved.

IV. CONCLUSION

For all of the foregoing reasons, Named Plaintiffs respectfully request—on behalf of the Settlement Class—that the Court enter an order granting final approval of the Settlement, finally approving distribution of the Settlement funds to participating Class Members pursuant to the terms of the Settlement, finally approving Plaintiffs’ requests for an Enhancement Award, finally approving Plaintiffs’ request for an award of attorneys’ fees and litigation costs pursuant to the terms of the Settlement, finally approving Plaintiffs' request for payment of settlement administration costs, and entering final judgment as to all participating members of the Class in this action.

Dated:June 1, 2026

Respectfully Submitted,

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