HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
arowbotham@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ANGEL SANCHEZ, as an individual and on behalf of all others similarly situated, Plaintiff, vs. ICKLER ELECTRIC CORPORATION, a California Corporation; and DOES 1 through 100, Defendants.	CASE NO. 37-2024-00017621-CU-OE-CTL [*Case Assigned for all purposes to the Hon. Joel R. Wohlfeil; Dept. C-73*] **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENT** Date: February 6, 2026 Time: 9:00 a.m. Dept.: C-73 Action Filed: April 15, 2024 Trial Date: None Set

PLEASE TAKE NOTICE that on February 6, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard in Department C-73 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, CA 92101, Plaintiff Angel Sanchez ("Plaintiff"), individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for entry of an Order pursuant to California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court:

1. Confirming the certification of the Settlement Class for settlement purposes under California Code of Civil Procedure § 382;
2. Confirming the appointment of Plaintiff Angel Sanchez as the Class Representative for settlement purposes;
3. Confirming the appointment of Paul K. Haines, Fletcher W. Schmidt and Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel for settlement purposes;
4. Granting final approval of the proposed Stipulation of Settlement ("Settlement Agreement");
5. Approving an award of $950,000.00 in attorneys' fees to Class Counsel;
6. Approving an award of $37,153.48 in actual litigation cost reimbursement to Class Counsel;
7. Approving an award of $5,500.00 in costs to Phoenix Settlement Administrators ("Phoenix") for its settlement administration services;
8. Approving a Class Representative Enhancement Payment of $10,000.00 to Plaintiff for his service as Class Representative; and
9. Entering final judgment in the form of the [Proposed] Judgment and Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payment (the "[Proposed] Judgment and Order") submitted herewith.

This Motion is made on the following grounds: (1) the Settlement Class continues to meet the requirements for class certification for settlement purposes only under Code of Civil Procedure § 382; (2) Plaintiff and Class Counsel continue to be adequate representatives of the

Settlement Class; (3) the Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the requested awards of attorneys' fees and costs, the Class Representative Enhancement Payment, and settlement administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the [Proposed] Judgment and Order submitted concurrently herewith should be entered so as to give finality to, and allow for disbursements from the Settlement.

This Motion is based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of Andrew J. Rowbotham, Paul K. Haines, Fletcher W. Schmidt, Angel Sanchez,[1] and Mayra Gonzalez of Phoenix, and the exhibits attached thereto; the Settlement Agreement; all other pleadings and papers on file in this action; and any further oral or documentary evidence or argument presented at the time of hearing.

Dated: January 14, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________
Andrew J. Rowbotham
Attorneys for Plaintiff

[1] Plaintiff Angel Sanchez previously submitted his declaration in support of preliminary approval on August 26, 2025. For the Court's convenience, Plaintiff re-submits the same declaration in connection with this Motion.

TABLE OF CONTENTS

I. INTRODUCTION 1
II. FACTUAL AND PROCEDURAL BACKGROUND 1
III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS 3
A. Settlement Class Definition 3
B. Monetary Terms 3
C. Summary of Notice Process 4
D. Timing of Payments 4
IV. ARGUMENT 5
A. The Court Should Confirm Certification of the Settlement Class Under § 382 5
B. Settlement Merits Final Approval as Fair and Reasonable 5
1. The Settlement Was Reached Through Arm's-Length Negotiations 6
2. Settlement Compensation Is Fair, Adequate, and Proportional 9
3. The 100% Participation Rate Supports Final Approval 9
C. The Requested Fee Award is Reasonable as a Percentage of the Common Fund Confirmed by a Lodestar "Cross-Check" 10
D. The Requested Cost Reimbursement Warrants Final Approval 16
E. The Court Should Finally Approve the Settlement Administration Costs 17
F. The Court Should Approve the Requested Enhancement Payment 18
V. CONCLUSION 19

TABLE OF AUTHORITIES

Federal Cases

Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.
455 F.2d 101 (7th Cir. 1972) 6

Hanlon v. Chrysler Corp.
150 F.3d 1011 (9th Cir. 1998) 13

Harris v. Marhoefer
24 F.3d 16 (9th Cir. 1994) 17

Hensley v. Eckerhart
461 U.S. 424, 434 (1983) 14

In re Apple iPhone/iPod Warranty Litig.
40 F. Supp. 3d 1176, 1181 (N.D. Cal. 2014) 12

In re Bluetooth Headset Prods. Liab. Litig.
654 F.3d 935 (9th Cir. 2011) 14

In re Immune Response Securities Litig.
497 F.Supp.2d 1166 (S.D. Cal. 2007) 17

In re Rite Aid Corp. Sec. Litig.
396 F.3d 294 (3d Cir. 2005) 11

Rawlings v. Prudential-Bache Properties, Inc.
9 F.3d 513 (6th Cir. 1993) 10

Trustees of Const. Industry & Laborers Health & Welfare Trust v. Redland Ins. Co.
460 F.3d 1253 (9th Cir. 2006) 17

Van Vranken v. Atlantic Richfield Co.
901 F.Supp. 294 (N.D. Cal. 1995) 18

Vizcaino v. Microsoft Corp.
290 F.3d 1043, 1051 (9th Cir. 2002) 12, 15

State Cases

7-Eleven Owners for Fair Franchising v. Southland Corp.
(2000) 85 Cal.App.4th 1135 9

Amaral v. Cintas Corp.
(2008) 163 Cal. App. 4th 1157 8

Bell v. Farmers Ins. Exchange
(2004) 115 Cal.App.4th 715 18

Chavez v. Netflix, Inc.
(2008) 162 Cal.App.4th 43 .... 11, 12, 13

Coalition for L.A. County Planning etc. Interest v. Bd. of Supervisors
(1977) 76 Cal. App. 3d 241 12

Consumer Privacy Cases
(2009) 175 Cal. App. 4th 545 12

Dunk v. Ford Motor Co.
(1996) 48 Cal.App.4th 1794 .... 6, 9

Graham v. DaimlerChrysler Corp.
(2004) 34 Cal. 4th 553, 579 14

Ketchum v. Moses
(2001) 24 Cal.4th 1122 11

Laffitte v. Robert Half Int'l, Inc.
(2016) 1 Cal.5th 480, 506 .... 10, 11, 13

Lealao v. Beneficial California, Inc.
(2000) 82 Cal. App. 4th 19 .... 12, 13

Malibu Outrigger Bd. of Governors v. Superior Court
(1980) 103 Cal.App.3d 573 5

Mallick v. Superior Court
(1979) 89 Cal.App.3d 434 6

Maria P. v. Riles
(1987) 43 Cal.3d 1281, 1290-91 10

Naranjo v. Spectrum Security Services, Inc.
(2023) 88 Cal.App.5th 937 8

Richmond v. Dart Industries, Inc.
(1981) 29 Cal.3d 462 5

Serrano v. Priest
(1977) 20 Cal.3d 25 .... 10, 11

Serrano v. Unruh
(1982) 32 Cal.3d 621 10

Stambaugh v. Superior Court
(1976) 62 Cal.App.3d 231 5

Thayer v. Wells Fargo Bank
(2001) 92 Cal. App. 4th 819 11

Wershba v. Apple Computer, Inc.
(2001) 91 Cal.App.4th 224 .... 6, 10

Westside Cmmty. for Independent Living, Inc. v. Obledo
(1983) 33 Cal.3d 348, 352-53 10

State Statutes and Rules

8 Cal. Code Regs. § 13520 8

Cal. Code Civ. Proc. § 1021.5 10

Lab. Code § 1194 10

Lab. Code § 226(e) 8, 10

Lab. Code § 2699(e)(2) 8

Lab. Code § 2699(g) 10

Unpublished Cases

Anthony Controulis, et al. v. Anheuser-Busch, LLC
Case No. BC518518
Los Angeles County Superior Court 18

Ashker v. Sayre
No. 05-03759 CW
2011 WL 825713 (N.D. Cal. 2011) 17

Damontae Levinston, et al. v. Commerce Distribution Company LLC, et al.
Case No. 22STCV05730
Los Angeles County Superior Court 18

Fidelina Rangel v. Forest River, Inc.
Case No. CIVD1706616
San Bernardino County Superior Court 18

Gutierrez v. Wells Fargo Bank, N.A.
2015 WL 2438274 (N.D. Cal. May 21, 2015) 12

Harris et al. v. ABC Supply Co.
Case No. 37-2015-00034624-CU-OE-CTL 14

In re Leap Wireless
Case No. 37-2013-00058491-CU-BT-CTL 14

Johnson v. Americare Health & Retirement Inc.
Case No. 37-2022-00051286-CU-OE-CTL 14

Koreisz v. On Q Financial Inc.
Case No. 56-2018-00517126-CU-OE-VTA
Ventura County Superior Court 18

Montanez v. Professional Maintenance Systems Inc.
Case No. 37-2022-00048199-CU-OE-CTL 14

Pepper v. Midland Credit Mgmt., Inc., et al.
Case No. 37-2011-00088752-CU-BT-CTL 14

Schiller v. David's Bridal, Inc.
No. 1:10-cv-00616-AWI-SKO
2012 WL 2117001 (E.D. Cal. June 11, 2012) 15

Sorenson v. PetSmart, Inc.
No. 2:06-CV-02674-JAM-DAD (E.D. Cal. 2008) 15

Torres Dawson, et al. v. Wonderful Pistachios and Almonds, LLC
Case No. BCV-17-100848
Kern County Superior Court 18

Uschold v. NSMG Shared Servs., LLC
2020 WL 3035776 (N.D. Cal. June 5, 2020) 12

Williams v. Centerplate, Inc.
No. 11-CV-2159 HKSC
2013 WL 4525428 (S.D. Cal. Aug. 26, 2013) 15

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Angel Sanchez ("Plaintiff") submits this Memorandum of Points and Authorities in support of his Motion for Final Approval of Class Action and PAGA Action Settlement on behalf of all current and former non-exempt employees of Defendant in California who worked at any time between April 15, 2020, and September 13, 2025 ("Class Period"). Plaintiff and Defendant are collectively referred to as "the Parties."

The non-reversionary $2,850,000.00 Settlement provides for Individual Settlement Payments to all 339 participating Class Members. The average Individual Settlement Payment is approximately $5,154.41, with the highest estimated payment being $8,938.08. The Settlement also resolves Plaintiff's representative claim under the Private Attorneys General Act, Labor Code § 2698 *et seq*. ("PAGA"), providing compensation to the State of California and 264 Aggrieved Employees. Average PAGA payments are approximately $94.70, with the highest estimated PAGA payment being $118.72. This Settlement represents an excellent result in light of the significant litigation risks and defenses raised by Defendant. Following the mailing of the Court-approved notice, no Class Member objected or opted out, resulting in a 100% participation rate.

As discussed below, the Court should grant Plaintiff's Motion in its entirety because: (1) the Settlement Class continues to satisfy the requirements for certification under Code of Civil Procedure § 382; (2) the Settlement is fair, adequate, and reasonable in light of the Parties' disputes and litigation risks; and (3) the requested awards for attorneys' fees and costs, the Class Representative Enhancement Payment, the California Labor and Workforce Development Agency ("LWDA") payment, and settlement administration expenses are all reasonable and supported. Accordingly, the Court should enter the [Proposed] Judgment and Order submitted herewith.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant designs, builds, and installs electrical systems for commercial and industrial clients throughout San Diego County. Declaration of Andrew J. Rowbotham ("Rowbotham Decl."), ¶ 10. Defendant employed Plaintiff as a non-exempt driver and warehouse employee from approximately January 23, 2023, to approximately February 2025. Declaration of Angel Sanchez ("Sanchez Dec."), ¶ 2. Plaintiff's job duties included loading material from Defendant's warehouse and delivering it to various installation job sites. *Id.* Like all Settlement Class Members, Plaintiff was employed by Defendant during the Class Period and was subject to Defendant's allegedly unlawful wage and hour policies and practices. Sanchez Dec., ¶¶ 2-4.

On April 15, 2024, Plaintiff initiated the instant action against Defendant, alleging the following causes of action: (1) failure to pay all overtime wages; (2) minimum wage violations; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; and (7) unfair competition. Rowbotham Dec., ¶ 11. On June 20, 2024, Plaintiff filed the operative First Amended Complaint, adding a cause of action for civil penalties under the PAGA (Labor Code § 2698, *et seq.*) based on the same underlying Labor Code violations. *Id.*

Prior to reaching this proposed Settlement, Defendant provided Plaintiff with an approximate 25% sample of electronic timekeeping and payroll records for putative class members, along with a sampling of handwritten time records and the relevant written policies in effect during the Class Period. Rowbotham Decl., ¶ 12. With the assistance of his retained expert, who holds a Ph.D. in labor economics, Plaintiff analyzed the data and created a class-wide exposure model. *Id*.

On July 7, 2025, the Parties participated in mediation with respected wage and hour class action mediator Brandon McKelvey, Esq. Rowbotham Decl., ¶ 13. During mediation, the Parties exchanged divergent views on Defendant's liability, exposure, and underlying legal positions. *Id*. With the assistance of Mr. McKelvey, the Parties finalized a classwide resolution of all claims, which was incorporated into a long-form Stipulation of Settlement ("Settlement Agreement") shortly after the mediation. *Id.* The Court preliminarily approved the Settlement Agreement on September 18, 2025. Rowbotham Decl., Exhibit 1 (Preliminary Approval Order). Plaintiff provided the LWDA with the Settlement Agreement along with all moving papers associated with the Motion for Preliminary Approval. Rowbotham Decl., ¶ 13, Exhibit 3 (LWDA Submission Confirmation).

On October 17, 2025, Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Settlement Administrator, mailed the Court-approved Notice Packet via U.S. First Class Mail to all 339 individuals on the Class List. Declaration of Mayra Gonzalez ("Gonzalez Decl."), ¶ 5, Exhibit A (Notice Packet). Class Members had until December 16, 2025, to submit any disputes, objections, or requests for exclusion (the "Response Deadline"). *Id.,* ¶¶ 8-10. As of the Response Deadline, Phoenix received no objections, no requests for exclusion, and no disputes, resulting in 100% participation. *Id*., ¶ 11.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Settlement Class Definition

The Settlement Class includes: "All current and former non-exempt employees of Defendant Ickler Electric Corporation ("Defendant") in California who worked at any time between April 15, 2020, and September 13, 2025." *See* Rowbotham Decl., Exhibit 1.

B. Monetary Terms

Defendant will pay a non-reversionary Maximum Settlement Amount ("MSA") of $2,850,000.00. *See* Settlement Agreement ¶ 4. The Net Settlement Amount ("NSA") is the remainder after deducting Court-approved amounts for attorneys' fees ($950,000.00), verified cost reimbursement ($37,153.48)[2], the Class Representative Enhancement Payment ($10,000.00), settlement administration costs ($5,500.00), and the entire amount designated as PAGA penalties ($100,000.00). *See id*., ¶ 4.C; Rowbotham Decl., ¶ 14, Exhibit 2 (Cost Records). Based on these requested amounts, the NSA is $1,747,346.52. *See* Gonzalez Decl., ¶ 13.

For tax purposes, each Individual Settlement Payment will be allocated as 1/3 wages (subject to applicable withholdings), and 2/3 interest and penalties (not subject to withholdings).

[2] Class Counsel's cost records reflect $36,948.48 in out-of-pocket litigation expenses incurred to date. Rowbotham Decl., ¶ 14, Exhibit 2 (Cost Records). Plaintiff seeks reimbursement of a total of $37,153.48, which includes an additional $205.00 in reasonably anticipated future costs. These projected costs are associated with the filing and service of the Motion for Final Approval, which will be incurred following submission of this motion, the cost of the Settlement Administrator's final accounting declaration, and the costs of the [Proposed] Amended Judgment, which will be prepared after disbursement of the Settlement proceeds and expiration of the check cashing deadline. These costs are both foreseeable and necessary to fully implement the terms of the Settlement and to complete the final approval process.

See Settlement Agreement ¶ 5.D. The PAGA penalties payable to Aggrieved Employees will be allocated 100% to penalties (not subject to withholdings). *Id*. Further, Defendant will pay the employer's share of payroll taxes separately from, and in addition to, the MSA. *Id*., ¶ 4F.

C. **Summary of Notice Process**

On October 7, 2025, Defendant provided Phoenix with a class list containing the names, last known mailing addresses, Social Security numbers, and relevant workweek information for each potential Class Member during the Class Period. Gonzalez Decl., ¶ 3. After verifying and updating addresses using the National Change of Address database, Phoenix mailed the Court-approved Notice Packet to all 339 Class Members on October 17, 2025. *Id.* ¶¶ 4-5. Following the initial mailing, 14 Notice Packets were returned as undeliverable. *Id.*, ¶ 6. Phoenix performed a skip trace to locate updated addresses, resulting in the successful re-mailing of 11 Notice Packets. *Id*. Ultimately, 3 Notice Packets remain undeliverable. *Id.*, ¶ 7.

Class Members had until December 16, 2025, to submit objections, disputes, or requests for exclusion. Gonzalez Decl., ¶¶ 8-10. As of that date, Phoenix received no objections, no requests for exclusion, and no disputes, resulting in a 100% participation rate. *Id.*, ¶ 11.

D. **Timing of Payments**

Defendant will fund the MSA in two equal installments. *See* Settlement Agreement ¶ 4.B. The first installment will be paid on January 15, 2026, and the second installment will be paid on July 15, 2026. *Id*.

Within 10 business days of funding, the Settlement Administrator will calculate each Individual Settlement Payment and will prepare and mail Individual Settlement Payments to Settlement Class Members and PAGA Aggrieved Employees. Settlement Agreement ¶ 5.C. Settlement Class Members will have 180 calendar days from the mailing date to cash their checks. *Id*., ¶ 5.E. Any uncashed checks remaining after that period will be held by the Settlement Administrator on behalf of Oncology and Kids, 501(c)(3) public charity, the Parties' *cy pres* designee. *Id*. Pursuant to California Code of Civil Procedure § 384(b), the Parties will thereafter submit to the Court a report that states the total amount that was actually paid to the Settlement Class Members, the amount of funds left uncashed, and any interest that has accrued. *Id*. The

Parties will also submit to the Court an amended judgment requesting that the Court direct the Settlement Administrator to disburse the uncashed funds and interest amounts to the *cy pres*. *Id*.

The Parties submit that the distribution method outlined in the Settlement is reasonable and consistent with a party-selected distribution under California law. Because all uncashed funds will be remitted to a child advocacy program, no portion of the MSA will remain "unpaid, unclaimed, or abandoned," and California Code of Civil Procedure § 384 will be satisfied.

IV. ARGUMENT

A. The Court Should Confirm Certification of the Settlement Class Under § 382

Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable, and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest, and common questions of law and fact predominate over individual issues; (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*. (1981) 29 Cal.3d 462, 470.

Here, the Court determined that the Settlement Class satisfies all requirements for class certification for settlement purposes when it granted preliminary approval on September 18, 2025. *See* Rowbotham Decl., Exhibit 1. Since then, no events have undermined this determination. To the contrary, the Settlement Class has overwhelmingly supported the Settlement, with no objections and 100% participation. *See* Gonzalez Decl., ¶ 11. Accordingly, the Court should confirm its conditional certification of the Settlement Class.

B. Settlement Merits Final Approval as Fair and Reasonable

California courts strongly favor settlement. *See Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action settlements require court approval to prevent fraud, collusion, and unfairness to class members. *See Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79. This process includes preliminary approval, notice to class members, and a final fairness and approval hearing, where class members may be heard regarding the settlement.

Now that the Settlement Administrator has provided notice to the Settlement Class, Plaintiff respectfully requests that the Court grant final approval of the Settlement as fair, adequate, and reasonable.

1. The Settlement Was Reached Through Arm's-Length Negotiations

A settlement is presumptively fair when it is reached through arm's-length bargaining, based on sufficient discovery and investigation to allow counsel and the Court to act intelligently, involves experienced counsel, and faces minimal objections. *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1802. A trial court has broad discretion in determining whether a proposed settlement is fair under the circumstances. *Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438. The primary concern in exercising this discretion is ensuring that the settlement is "fair, adequate, and reasonable." *Dunk, supra*, 48 Cal.App.4th at 1801 (internal quotations omitted).

Relevant factors include:

> [T]he strength of plaintiff's case, the risk, expense, complexity, and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

These factors require balancing, are non-exhaustive, and should be tailored to each case, giving due regard to "what is otherwise a private consensual agreement between the parties." *Id*.

"In the context of a settlement agreement, the test is not the maximum amount 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*. (2001) 91 Cal.App.4th 224, 250. Settlements inherently involve compromise, and even those providing substantially narrower relief than might be obtained at trial can be reasonable because "the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation." *Id*. (quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc*., 455 F.2d 101, 109 (7th Cir. 1972)).

Here, the Settlement resulted from extensive arm's-length negotiations between experienced counsel with the assistance of a respected neutral mediator. The Settlement is fair, adequate, and reasonable for all Class Members. While Plaintiff maintains that the claims are meritorious, Plaintiff acknowledges the substantial risks and uncertainty in proceeding with class certification and eventually trial, which justify a downward departure from the maximum exposure that Plaintiff calculated each claim carried.

As detailed in Plaintiff's Motion for Preliminary Approval, Defendant contends that it maintained lawful timekeeping policies, and that it prohibited its employees from working outside of their scheduled work hours without prior authorization. Rowbotham Dec., ¶ 15. Defendant disputes that employees were pressured into working during their meal periods. *Id.* Defendant argues that Plaintiff's overtime and minimum wage claims are not suited for class certification as they would require individual inquiries as to if and why employees worked outside their scheduled hours, including during purported meal periods, preventing any common proof that could be presented on a classwide basis. *Id.*

In response to Plaintiff's arguments that Defendant regularly delayed, interrupted, and required its employees to artificially record meal periods regardless of whether one was actually provided, Defendant argues it maintained lawful meal period policies and practices throughout the Class Period. Rowbotham Dec., ¶ 16. To the extent that any employee did not take a meal period on a given shift, Defendant contends that this was due to employee choice, not Defendant's policy or practice. *Id.* Defendant argues that Plaintiff's meal period claim is not suitable for class certification because individual inquiries would be required to assess whether and why employees were unable to take a meal break on any given workday, thereby resulting in a series of mini-trials. *Id.*

Defendant further maintains that it authorized and permitted employees to take all lawful rest periods to which they were entitled. Rowbotham Dec., ¶ 17. Further, Defendant asserts that this claim is unmanageable and not suitable for class certification because it would require individualized inquiries into whether each employee was authorized and permitted to take a lawful rest period, and on which specific days. *Id.* Since rest periods are not recorded, Defendant claims that Plaintiff will be unable to substantiate this claim with any common documentary proof. *Id.*

For Plaintiff's derivative claims for wage statement, waiting time, and PAGA penalties, Defendant argues that the alleged wage statement violations were not "knowing and intentional," and that Plaintiff could not show he "suffer[ed] injury," as required by Labor Code § 226(e) for imposition of penalties. *See Amaral v. Cintas Corp.* (2008) 163 Cal. App. 4th 1157, 1201. Defendant further contends that it possesses strong, good faith defenses to Plaintiff's underlying claims, thus precluding recovery of waiting time penalties (which are only available for the "willful" failure to pay wages). *See* 8 Cal. Code Regs. § 13520 ("[A] good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203..."); *Naranjo v. Spectrum Security Services, Inc*. (2023) 88 Cal.App.5th 937, 948 ("The trial court, therefore, properly denied waiting time penalties under section 203 based on its finding that Spectrum did not "willfully" fail to pay timely wages.") Defendant also maintains that, given its good-faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it found Defendant liable for any of Plaintiff's underlying claims. Rowbotham Dec., ¶ 18; *see also* Labor Code § 2699(e)(2) ("[A] court may award a lesser amount than the maximum civil penalty amount specified by this part … if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.")

These considerations heavily influenced the Settlement negotiations and confirm that the Settlement is fair, adequate, and reasonable given the risks of continued litigation. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff and Class Counsel conducted a detailed analysis of Defendant's data to determine the calculated damages figures. Only after this comprehensive analysis did the Parties participate in mediation and agree to the Settlement now before the Court. Thus, while these risks are not exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable.

2. Settlement Compensation Is Fair, Adequate, and Proportional

Phoenix will calculate and distribute Individual Settlement Payments based on each participating Class Member's pro rata share of the Net Settlement Amount, determined by the number of workweeks they worked during the Class Period. *See* Settlement Agreement ¶ 5.B.i.

Each participating Class Member's payment from the NSA will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Class Member's number of workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all participating Class members during the Class Period. *Id*.

In addition, 25% of the $100,000.00 in PAGA penalties (i.e., $25,000.00) will be distributed to all 264 Aggrieved Employees, regardless of whether they opted out of the class settlement. *See* Settlement Agreement ¶ 3.B, 5.B.ii. Each PAGA Aggrieved Employee will receive a share of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period compared to the number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period. *Id*., ¶ 5.B.ii.

This distribution methodology fairly compensates Settlement Class Members and Aggrieved Employees in proportion to the extent of their alleged exposure to wage and hour violations, with higher payments allocated to those who worked more weeks or pay periods. The formula is directly tied to the damages and penalties that employees could have recovered at trial and is therefore fair, adequate, and reasonable.

3. The 100% Participation Rate Supports Final Approval

The Settlement Class Members' response is a relevant factor in determining whether the Settlement merits final approval. *Dunk, supra*, 48 Cal.App.4th at 1801. Moreover, the absence of objections and requests for exclusion supports a presumption of fairness. *See 7-Eleven Owners for Fair Franchising v. Southland Corp*. (2000) 85 Cal.App.4th 1135, 1152-53 (finding that 9 objections and 80 opt-outs from a class of 5,454 demonstrated a "particularly impressive" favorable response).

Here, no Class Members objected and no individuals opted out, resulting in a 100% participation rate. Gonzalez Decl., ¶ 11. This overwhelmingly positive response further confirms that the Settlement is fair, adequate, and reasonable.

C. <u>**The Requested Fee Award is Reasonable as a Percentage of the Common Fund Confirmed by a Lodestar "Cross-Check"**</u>

Plaintiff and Settlement Class Members, as the prevailing parties in settlement, are entitled to recover their attorney's fees and costs for their wage claims. *See* Lab. Code §§ 226(e), 1194, 2699(g); Cal. Code Civ. Proc. § 1021.5. An attorneys' fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See e.g.*, *Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Cmmty. for Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983).

When a settlement results in a common fund for the benefit of a class, class counsel may be awarded fees as a percentage of the common fund. *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001) (recognizing the "percentage of recovery" method). The California Supreme Court confirmed in *Laffitte v. Robert Half Int'l, Inc.* that "[t]he percentage of fund method survives in California class action cases." 1 Cal.5th 480, 506 (2016). In *Laffitte*, the California Supreme Court held:

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

Id. at 503; *see also*, *e.g.*, *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977) ("when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund."); *Serrano v. Unruh*, 32 Cal.3d 621, 627 (1982) (in awarding a fee from the common fund obtained for the benefit of all parties, trial court acts within its equitable power to prevent the other parties' unjust enrichment); *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (percentage-of-the-fund method more accurately reflects the results achieved for the putative class than the lodestar method and "establishes reasonable expectations on the part of plaintiffs' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation."); *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) ("The percentage-of-recovery method is generally favored in common fund cases because it allows courts to award fees from the fund ‘in a manner that rewards counsel for success and penalizes it for failure.”).

Here, Class Counsel’s fee request of $950,000.00 (one-third of the Maximum Settlement Amount) is fair and reasonable based on a percentage of the recovery. “Regardless 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). This is also consistent with Class Counsel’s experience in similar wage and hour class action matters. *See* Rowbotham Decl., ¶ 19. Thus, the percentage sought by Class Counsel here (the same percentage approved in *Laffitte*) is reasonable.

The California Supreme Court in *Laffitte* also held trial courts have discretion to assess the reasonableness of fee awards with tools such as the “lodestar cross-check,” whereby the trial court calculates counsel’s lodestar and determines whether the “lodestar multiplier” needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte*, 1 Cal.5th at 503-6. While a trial court may utilize the lodestar cross-check, it need not do so. *Id*., at 506 (“[w]e hold further that the trial courts have discretion to conduct a lodestar cross-check on a percentage fee, as the court did here; they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.”).

Under the lodestar method, the court multiplies the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates, then enhances this lodestar figure by a “multiplier” to account for a range of factors, such as the contingent nature of the case and the degree of success achieved. *See Serrano v. Priest*, 20 Cal.3d at 48-49; *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank*, 92 Cal. App. 4th 819, 834 (2001) (“There is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation”).

Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See*, *e.g.*, *Chavez*, 162 Cal. App. 4th at 49-50 (approving multiplier of approximately 2.5); *Coalition for L.A. County Planning etc. Interest v. Bd. of Supervisors*, 76 Cal. App. 3d 241, 251 (1977) (approving multiplier of about 2.04); *Gutierrez v. Wells Fargo Bank, N.A.*, 2015 WL

2438274, at *7 (N.D. Cal. May 21, 2015) ("Accordingly, this order allows a multiplier of 5.5 mainly on account of the fine results achieved on behalf of the class, the risk of non-payment they accepted, the superior quality of their efforts, and the delay in payment."); *Uschold v. NSMG Shared Servs., LLC*, 2020 WL 3035776, at *16 (N.D. Cal. June 5, 2020) (approving multiplier of 4.0); *Vizcaino v. Microsoft Corp*., 290 F.3d 1043, 1051 (9th Cir. 2002) (affirming multiplier of 3.65); *In re Apple iPhone/iPod Warranty Litig*., 40 F. Supp. 3d 1176, 1181 (N.D. Cal. 2014) ("Furthermore, plaintiffs are correct that the resulting [3.62 times] multiplier … would not be out of bounds, given the success they achieved in this action and the other relevant factors."). In class actions such as this one, where the value of the benefit conferred to the class "can be monetized with a reasonable degree of certainty," the court may "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); *Lealao v. Beneficial California, Inc*., 82 Cal. App. 4th 19, 47 (2000) ("Given the unique reliance of our legal system on private litigants to enforce substantive provisions of law through class and derivative 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.").

In this case, Class Counsel have a lodestar of approximately $272,320.00, which results in a 3.49 multiplier compared to the $950,000.00 fee request. Rowbotham Decl., ¶ 20. A general summary showing the number of hours of work performed by each attorney and firm paralegals is set forth below. Class Counsel submit that the billing rates used are reasonable in view of the evidence submitted herewith. Rowbotham Decl., ¶ 20; Exhibit 5 (2025 *Laffey* Matrix).

Name	**Rate**	**Hours**	**Pre-Multiplier Lodestar**
Paul K. Haines (20th Year Attorney)	$975	45.5	$44,362.50
Fletcher W. Schmidt (14th Year Attorney)	$875	100.8	$88,200.00
Andrew J. Rowbotham (12th Year Attorney)	$775	164.1	$127,177.50

First Year Attorneys	$400	25.2	$10,080.00
Firm Paralegals	$200	12.5	$2,500.00
Total Lodestar			**$272,320.00**

"Critics of the lodestar method note, for example, the difficulty in applying the method and cite the undesirable incentives created by that approach—i.e., a financial incentive to extend the litigation so that the attorneys can accrue additional hours (and thus, additional fees). Moreover, some courts and commentators have criticized the lodestar method because it gives counsel less of an incentive to maximize the recovery for the class." *Laffitte, supra*, 1 Cal. 5th at 494 (2016). ***Lealao* put it plainly: early settlement often keeps the lodestar low, and a court should not use that fact to deny a multiplier tied to the class recovery because doing so penalizes efficient work and reinforces the lodestar method's settlement disincentive.** *Lealao*, *supra,* 82 Cal.App.4th at 52 ("But the prompt settlement, which accounted for the relatively small amount of time spent on the case, was the major reason the basic lodestar was so low relative to the monetary value of the recovery. Moreover, the promptness of settlement cannot be used to justify the refusal to apply a multiplier to reflect the size of the class recovery without exacerbating the disincentive to settle promptly inherent in the lodestar methodology.").

An award limited to counsel's base lodestar would yield fees of $272,320.00, which is approximately 9.6% of the $2,850,000 MSA. That outcome would fall far below the one-third percentage California courts routinely approve in common-fund wage-and-hour settlements, and it would even undershoot the 25% benchmark frequently used in federal common-fund cases. *See Chavez, supra,* 162 Cal. App. 4th at 66 fn.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."); *Hanlon v. Chrysler Corp*., 150 F.3d 1011, 1029 (9th Cir. 1998) ("This circuit has established 25% of the common fund as a benchmark award for attorney fees.").

This Court routinely approves one-third fee awards in common-fund wage-and-hour settlements. In *In re Leap Wireless*, Case No. 37-2013-00058491-CU-BT-CTL, the Court approved a $990,000.00 fee award and found that reflected a 3.3 multiplier over counsel's lodestar. In *Pepper v. Midland Credit Mgmt., Inc., et al*., Case No. 37-2011-00088752-CU-BT-CTL, the Court approved $2,414,123.46 in fees, representing 53.6% of a $4,500,000 monetary fund. A more recent example includes *Montanez v. Professional Maintenance Systems Inc*., Case No. 37-2022-00048199-CU-OE-CTL, final approval August 2, 2024, where the Court approved $666,600 in attorneys' fees, one-third of the $2,000,000 gross settlement. This Court has also approved fee awards above one-third, including in *Harris et al. v. ABC Supply Co*., Case No. 37-2015-00034624-CU-OE-CTL, fee award of $933,695.00, representing 35% of the common fund, and *Johnson v. Americare Health & Retirement Inc*., Case No. 37-2022-00051286-CU-OE-CTL, $514,500 in fees, 35% of the $1,470,000 common fund. This further confirms that a one-third request falls comfortably within the range of reasonable awards warranting approval.

Even when the Court uses a lodestar cross-check, the lodestar calculation does not end the analysis. "The product of reasonable hours times a reasonable rate does not end the inquiry." *Hensley v. Eckerhart*, 461 U.S. 424, 434 (1983). **Courts consider results first, and "[f]oremost among these considerations … is the benefit obtained for the class."** *In re Bluetooth Headset Prods. Liab. Litig*., 654 F.3d 935, 942 (9th Cir. 2011). California courts likewise evaluate the contingent risk, the complexity and difficulty of the issues, the skill displayed, and the success achieved when deciding whether a multiplier is warranted. *Graham v. DaimlerChrysler Corp*., 34 Cal. 4th 553, 579 (2004), as modified (Jan. 12, 2005) ("[Lodestar] may be adjusted by the court based on factors including ... (1) the novelty and difficulty of the questions involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, (4) the contingent nature of the fee award.").

The fee award requested here is justified because Class Counsel achieved a significant monetary recovery for the Settlement Class in an uncertain and risky case while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino, supra,* 290 F.3d at 1048-51 (finding that exceptional results in a contingency case, significant risk and the absence of supporting precedents, are proper considerations in awarding attorney's fees).

The fee request is further justified because Class Counsel negotiated a substantial recovery for the Settlement Class, and not a single Settlement Class Member objected to the Settlement, including Class Counsel's requested fee. *See* Gonzalez Decl., ¶ 9. In addition**, the average estimated Settlement Award in this case of $5,154.41 exceeds average payments in similar wage and hour class action settlements**. *See, e.g.*, *Sorenson v. PetSmart, Inc.*, 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.*, 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.*, No. 11-CV-2159 HKSC, 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"). The fact that Class Counsel achieved these results in the face of serious defense challenges, and in an uncertain legal landscape, confirms the strength of the results achieved.

As discussed above and in Plaintiff's Motion for Preliminary Approval, Defendant presented numerous defenses that could seriously limit or outright prevent potential recovery on Plaintiff's claims. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and expending considerable effort, all while working on a pure contingency basis. Since undertaking representation of Plaintiff nearly two years ago, Class Counsel have borne all costs of litigation without receiving any compensation to date. *See* Rowbotham Decl., ¶ 21; Exhibit 2. During this time, Class Counsel has incurred $37,153.48 in litigation costs, and devoted substantial time to this litigation. *Id*.

Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, conducting extensive informal discovery, analyzing Settlement Class Members' timekeeping and payroll records with the help of a retained expert, creating a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form Settlement Agreement, preparing the Motion for Preliminary Approval, overseeing the Notice process and fielding questions from Settlement Class Members, preparing this Final Approval Motion, and otherwise litigating the case. Rowbotham Decl., ¶ 22. In addition, Class Counsel anticipates expending additional efforts appearing at the Final Approval Hearing, overseeing the settlement distribution process, and working with the Settlement Administrator to submit a report to the Court after distribution. *Id*. Given the considerable potential for adverse outcomes, the contingent risk borne by counsel in this case was great. *Id.*

Class Counsel's experience also supports the reasonableness of the fee request. Class Counsel are well-versed in plaintiff and defense-side wage and hour class action litigation, with decades of combined experience litigating similar claims. Rowbotham Decl., ¶¶ 2-8; *see also* Declaration of Paul K. Haines, ¶¶ 2-11; Declaration of Fletcher W. Schmidt, ¶¶ 2-10. Class Counsel have been certified as class counsel in numerous other cases. *Id.* Their experience in similar matters was integral in evaluating the strengths and weaknesses of the case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive law, as well as class action procedural law.

Because it is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, a fee award of one-third of the Maximum Settlement Amount is reasonable. Thus, Class Counsel submit the requested fee award is fair, reasonable, and adequate and should be approved.

D. <u>The Requested Cost Reimbursement Warrants Final Approval</u>

Class Counsel incurred and respectfully requests reimbursement of $37,153.48 in actual litigation costs, which is significantly less than the $60,000.00 amount preliminarily approved by the Court in the Settlement Agreement. *See* Rowbotham Decl., ¶ 23, Exhibits 1-2, 4[3]; *see*

---

[3] Class Counsel retained Dr. J. Michael DuMond, Ph.D., of Berkeley Research Group, to perform expert analyses in support of Plaintiff's claims, including the evaluation of class-wide damages exposure. Copies of Dr. DuMond's invoices are submitted herewith in support of Plaintiff's request for reimbursement of litigation costs. Rowbotham Decl., ¶ 24, Exhibit 4 (Expert Invoices).

Settlement, ¶ 7. The unclaimed portion of litigation costs will be distributed to Settlement Class Members as part of the NSA. *Id*.

Class Counsel's request is fair, adequate, and reasonable, as all costs are documented and reasonably incurred. Rowbotham Decl., Exhibit 2. Courts routinely approve reimbursement for these types of litigation expenses. *See, e.g., Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19 (counsel may recover "those out-of-pocket expenses that would normally be charged to a fee-paying client"); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at *3 (N.D. Cal. 2011) ("costs of reproducing pleadings, motions, and exhibits are typically billed by attorneys to their fee-paying clients" and are reimbursable); *Trustees of Const. Industry & Laborers Health & Welfare Trust v. Redland Ins. Co*. (9th Cir. 2006) 460 F.3d 1253, 1258-59 (legal research costs are reimbursable); *In re Immune Response Securities Litig*. (S.D. Cal. 2007) 497 F.Supp.2d 1166, 1177-78 (mediation expenses, legal research, copies, postage, filing fees, messenger, and overnight delivery costs are reimbursable).

Notably, no Settlement Class Member objected to the Settlement, including Class Counsel's request for up to $60,000.00 in litigation cost reimbursement. Gonzalez Decl., ¶ 9. Because the requested expenses were reasonably incurred, and no objections were raised, the Court should grant Class Counsel's request for $37,153.48 in actual litigation cost reimbursement.

E. The Court Should Finally Approve the Settlement Administration Costs

Plaintiff also requests that the Court approve $5,500.00 in administration costs to Phoenix Settlement Administrators, the Court-appointed Settlement Administrator. Rowbotham Decl., ¶ 25; Gonzalez Decl., ¶ 17, Exhibit B (Phoenix Bid). As detailed in the Declaration of Mayra Gonzalez, Phoenix performed all essential duties required to administer the Settlement and implement the Court-approved Notice process. Specifically, Phoenix verified and updated mailing addresses based on the class data provided by Defendant, formatted and mailed Notice Packets to all 339 Class Members, calculated each Individual Settlement Payment, and provided the Parties with regular status updates throughout the notice period. Phoenix also performed additional administrative tasks necessary to effectuate the Settlement, including handling skip tracing, exclusion tracking, and dispute resolution procedures. *See generally* Gonzalez Decl.

Accordingly, the requested administration costs are fair, reasonable, and consistent with the scope of work required under the Settlement Agreement and should be granted final approval.

F. **The Court Should Approve the Requested Enhancement Payment**

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

Here, Plaintiff seeks a Class Representative Enhancement Payment of $10,000.00, which is reasonable given his substantial efforts in this case, the risks he undertook on behalf of the Settlement Class, and his agreement to a general release of claims, including a waiver of California Civil Code § 1542. Rowbotham Decl., ¶ 26; Sanchez Decl., ¶ 6-7; Settlement Agreement ¶ 8. This amount is well within the range of Enhancement Payments regularly approved by California courts. *See, e.g., Fidelina Rangel v. Forest River, Inc.*, Case No. CIVD1706616, San Bernardino County Superior Court, Hon. David Cohn, presiding (awarding $10,000 enhancement to the named plaintiff); *Anthony Controulis, et al. v. Anheuser-Busch, LLC*, Case No. BC518518, Los Angeles County Superior Court (awarding $10,000 enhancement to each of two named plaintiffs); *Damontae Levinston, et al. v. Commerce Distribution Company LLC, et al.*, Case No. 22STCV05730, Los Angeles County Superior Court (awarding $10,000 enhancement to each of four named plaintiffs); *Torres Dawson, et al. v. Wonderful Pistachios and Almonds, LLC*, Kern County Superior Court, Case No. BCV-17-100848 (same); *Koreisz v. On Q Financial Inc.*, Ventura County Superior Court, Case No. 56-2018-00517126-CU-OE-VTA (same).

Plaintiff's contributions to this case were extensive. Specifically, Plaintiff provided factual information and documents to his attorneys, identified potential witnesses, participated in multiple meetings with his attorneys to discuss the claims and theories at issue in the litigation, spent a significant amount of time communicating with Defendant's employees both before and after the mediation, and made himself available the entire day of mediation to help resolve factual disputes. Rowbotham Decl., ¶ 27; Sanchez Decl., ¶¶ 6-7. Additionally, Plaintiff undertook significant risks by agreeing to serve as the named plaintiff in this case (as potential employers can now search his name and determine he has previously sued an employer), and he agreed to a general release of all claims subject to a waiver of California Civil Code § 1542, which is a broader general release than what other Class Members provided. Rowbotham Decl., ¶ 27.

Plaintiff spent at least 25 hours performing these duties for the Settlement Class. Sanchez Decl., ¶ 7. Plaintiff's participation directly benefited the Settlement Class, as they would not be receiving compensation absent his decision to pursue these claims. Rowbotham Decl., ¶ 28. Moreover, after receiving notice of the proposed Enhancement Payment, no Settlement Class Member objected. Gonzalez Decl., ¶ 9. Accordingly, Plaintiff's request for a $10,000.00 Enhancement Payment is fair, reasonable, and justified and should be finally approved.

V. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Motion in its entirety and enter the [Proposed] Judgment and Order Granting Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payment, submitted herewith.

Dated: January 14, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: ____________________
Andrew J. Rowbotham
Attorneys for Plaintiff