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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

WILLIAM COLEMAN, BENJAMIN GONZALEZ, SHAUN ROGERS, individually, on behalf of all others similarly situated, *Plaintiffs*, v. EDGES ELECTRICAL GROUP LLC, a California limited liability company; and DOES 1 through 10, inclusive, *Defendants.*	Case No. RG21110791 Assigned to: Hon. Somnath Raj Chatterjee, Dept. 21 Complaint filed: August 25, 2021 FAC filed: November 13, 2024 SAC filed: August 18, 2025 Trial date: Not set **CLASS & REPRESENTATIVE ACTION** **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** **Reservation No**.: A-21110791-001 FINAL APPROVAL HEARING Date: April 14, 2026 Time: 2:30 p.m. Dept.: 21

NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on April 14, 2026, at 2:30 p.m., in Department 21 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612, Plaintiffs William Coleman, Benjamin Gonzalez, and Shaun Rogers ("Plaintiffs") will, and hereby do, move for an order as follows:

1. Certifying the Class for settlement purposes;
2. Approving the Settlement as fair and reasonable and finding that Class Members were given notice of the Settlement, and advised of their rights to participate in the Settlement, object to the Settlement, or exclude themselves from the Settlement, in a reasonable manner;
3. Appointing Plaintiffs William Coleman, Benjamin Gonzalez, and Shaun Rogers as Class Representatives for settlement purposes and approving Class Representative Service Awards of $10,000.00 to Plaintiff William Coleman, $7,500.00 to Plaintiff Benjamin Gonzalez, and $5,000.00 to Plaintiff Shaun Rogers;
4. Appointing Plaintiffs' Counsel, Benjamin H. Haber, Daniel J. Kramer, Alan A. Wilcox, Lucy Nguyen, and Conor Gomez of Wilshire Law Firm, PLC as Class Counsel for settlement purposes, and approving payment of $175,000.00 in attorneys' fees, which is 35% of the Gross Settlement Amount;
5. Approving costs in the amount of $24,720.58 for litigating this action to Class Counsel;
6. Approving payment of administrative expenses to Apex Class Action Administration as the Settlement Administrator in the amount of $9,500.00;
7. Directing that the clerk of the Court to enter the Court's order as a final judgment; and,
8. Without affecting the finality of the final judgment, reserving continuing jurisdiction over the Parties for the purposes of implementing, enforcing and/or administering the Settlement or enforcing the terms of the judgment.

This Motion is based upon this Notice of Motion and Motion, the accompanying Memorandum of Points and Authorities, the Declaration of Lucy Nguyen, the Declarations of Plaintiffs William Coleman, Benjamin Gonzalez, and Shaun Rogers, the Declaration of the

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Settlement Administrator, the Settlement Agreement and exhibits attached thereto, the records and pleadings on file in this action, and upon such other argument and evidence as may be presented at or before the hearing.

Dated: March 20, 2026

Respectfully submitted,

WILSHIRE LAW FIRM, PLC

By: ______________________

Benjamin H. Haber
Daniel J. Kramer
Alan A. Wilcox
Conor Gomez
Lucy Nguyen

Attorneys for Plaintiffs

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TABLE OF AUTHORITIES

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs William Coleman, Benjamin Gonzalez, and Shaun Rogers ("Plaintiffs") seek final approval of a proposed $500,000.00 non-reversionary, wage and hour class action settlement with Defendant Edges Electrical Group LLC ("Defendant", and together with Plaintiffs, the "Parties"). The Settlement will provide substantial monetary payments to approximately 398 class members. And, as set forth more fully below, the proposed Settlement satisfies all the criteria for settlement approval under California law.

The proposed Settlement satisfies all the criteria for settlement approval under California law. A presumption of fairness exists because the Settlement was reached through 1) extensive, mediated arm's-length negotiations; 2) sufficient investigation and discovery, which allowed Class Counsel to act intelligently; and 3) Class Counsel is experienced in similar wage and hour litigation. Upon the Court's approval of the Settlement, Participating Class Members will receive an ***average estimated individual <u>net</u> settlement payment of approximately $547.07***, with the ***highest individual estimated <u>net</u> settlement payment to be paid of approximately $3,175.75***. (Declaration of Katie Tran Regarding Notice and Settlement Administration ["Tran Decl."], ¶ 18.) As of filing this Motion for Final Approval of Class Action Settlement (the "Motion"), there are **no objections to the settlement** and **no requests for exclusion**. (*Id.* at ¶¶ 11-12.) Thus, the proposed Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members.

Final approval of the Settlement is warranted as it satisfies all the criteria for approval under California law. As demonstrated in the Motion for Preliminary Approval of Class Action Settlement, the proposed Settlement provides excellent benefits to the Class, particularly considering the complexities and risks of the case. Accordingly, Plaintiffs request that the Court grant final approval of the proposed Settlement.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiffs' Claims

This is a wage and hour class and Private Attorneys General Act ("PAGA") (Cal. Lab.

Code §§ 2699, *et seq.*) representative action. Plaintiffs and the putative Class Members worked in California as hourly-paid or non-exempt employees for Defendant during the class period. Defendant has been in operation since 1948 and "is the largest electrical wholesale distributor in Northern California" with 12 locations throughout the state of California spanning from Susanville to Monterey. (Declaration of Lucy Nguyen in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement ["Class Counsel Decl."], ¶ 2.)

Plaintiffs allege that Defendant's payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiffs allege that Defendant failed to pay for all hours worked. Plaintiffs further allege that Defendant failed to: provide employees with legally compliant meal and rest periods; and Defendant failed to reimburse business expenses. Based on these allegations, Plaintiffs assert related claims for failure to pay wages during employment, failure to pay all final wages at termination, failure to provide accurate wage statements, failure to keep requisite payroll records, unfair business practices, and civil penalties under PAGA. (Class Counsel Decl., at ¶ 3.)

On August 25, 2021, Plaintiff William Coleman filed a putative wage-and-hour class action complaint against Defendant asserting claims for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code § 226.7); (5) failure to timely pay final wages at termination (Labor Code §§ 201–203); (6) failure to provide accurate itemized wage statements (Labor Code § 226); (7) failure to indemnify employees for necessary expenditures (Labor Code § 2802); and (8) unfair business practices (Business and Professions Code §§ 17200, et seq.). (Class Counsel Decl., ¶ 4.)

On November 13, 2023, Plaintiff filed a First Amended Complaint adding a claim for civil penalties under the Private Attorneys General Act ("PAGA") and adding named Plaintiff Benjamin Gonzalez. (*Id*.)

On April 9, 2024, Plaintiff Benjamin Gonzalez provided notice to Defendant and the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA alleging similar wage-and-hour violations. (*Id.*)

On June 14, 2024, Plaintiff Benjamin Gonzalez filed a representative complaint against Defendant in San Joaquin County seeking civil penalties under PAGA. (*Id.*)

On August 7, 2025, Plaintiffs filed a stipulation seeking leave to file a Second Amended Class and Representative Action Complaint adding Plaintiff Shaun Rogers. (*Id.*)

B. <u>Discovery and Investigation</u>

Following the filing of the initial complaint, the Parties engaged in both formal and informal discovery and exchanged documents and information prior to mediating this action. Defendant produced a representative sample of time and pay records for class members. (Class Counsel Decl., ¶ 5.) Defendant also produced documents regarding its wage-and-hour policies and practices during the class period, as well as information regarding the total number of current and former employees in its informal discovery responses. (*Id.*)

After reviewing documents regarding Defendant's wage-and-hour policies and practices and analyzing Defendant's timekeeping and payroll records, Class Counsel was able to evaluate the probability of class certification, the likelihood of success on the merits, and Defendant's potential maximum monetary exposure for the claims asserted. (Class Counsel Decl., ¶ 6.) Class Counsel also researched the applicable law regarding the claims and defenses asserted in the litigation. (*Id.*)

Based on this investigation, Class Counsel reviewed the records produced and prepared a damages analysis assessing Defendant's potential liability prior to mediation. (*Id.*) This extensive investigation and discovery allowed Class Counsel to act intelligently and effectively in negotiating the Settlement. (*Id.*)

C. <u>Settlement Negotiations and Agreement</u>

On November 28, 2022, the Parties participated in a private mediation with experienced class action mediator, Hon. Daniel Buckley (Ret.). (Class Counsel Decl., ¶ 7.) The mediation was conducted via Zoom, but the Parties were unable to reach a resolution during the mediation session. (Id.) However, the Parties continued to conduct formal discovery and engaged in further settlement negotiations following the mediation, ultimately reaching a settlement on May 14,

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2025. (*Id.*)

The settlement negotiations were conducted at arm's length and, although professional, were adversarial in nature. (*Id.*) The Parties participated in mediation willing to explore the possibility of settlement but were also prepared to litigate their respective positions through trial and appeal if a settlement could not be reached. (*Id.*) After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties ultimately reached a settlement, the material terms of which are set forth in the Settlement Agreement. (*Id.*, **Ex. 1** [Class Action and PAGA Settlement Agreement and Class Notice].)

Class Counsel conducted a thorough investigation into the facts of this case. Based on the discovery conducted and their independent investigation and evaluation, Class Counsel believes that the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class Members in light of all known facts and circumstances, including the risks of continued litigation, the potential defenses to class certification and liability, and the risks associated with trial and appeal. (*Id.* ¶ 8.)

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D. <u>Preliminary Approval and Overwhelming Support for the Settlement</u>

Following execution of the Settlement Agreement, the Court granted Plaintiffs' Motion for Preliminary Approval of Class Action Settlement on February 5, 2026. (Class Counsel Decl., ¶ 9.) The deadline for Settlement Class Members to submit requests for exclusion or objections to the Settlement was March 6, 2026. (*Id.*)

The reaction of the Settlement Class strongly supports final approval. As of the filing of this Motion, no Settlement Class Member has requested exclusion from the Settlement, and no Settlement Class Member has submitted an objection to the Settlement. (*Id.*)

E. <u>Key Terms of the Proposed Settlement</u>

Under the Settlement Agreement, Defendants will pay $500,000.00 to resolve this litigation. The key terms include:

1. <u>Class Definition</u>: For settlement purposes only, the Parties agree to the certification of a class pursuant to California Code of Civil Procedure § 382 defined as: "all

persons employed by Defendant in California and classified as an hourly-paid or non-exempt employee who worked for Defendant at least one workday during the Class Period in which a prior settlement agreement did not cover the claims at issue in this Agreement." (Settlement, ¶ 1.5.)

2. Class Period: means the period from August 25, 2017, to June 21, 2024." (Settlement, ¶ 1.12.)

3. Participating Class Members: means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement." (Settlement, ¶ 1.35.)

4. Aggrieved Employee: "means a person employed by Defendant in California and classified as an hourly-paid or non-exempt employee who worked for Defendant during the PAGA Period." (Settlement, ¶ 1.4.)

5. Gross Settlement Amount: "means $500,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment, and the Administrator's Expenses." (Settlement, ¶ 1.22.)

6. Uncashed Checks: For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") Legal Aid at Work. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. (Settlement, ¶ 4.4.3.)

7. Release by Participating Class Members: "All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims asserted or that could have been asserted based on the facts pled in the Operative Complaint, including but not limited to, state wage and hour claims for any and all violations of California's

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Labor Code and Unfair Competition Law based on Defendant's failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, and failure to indemnify employees for expenditures based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including, but not limited to, the California Labor Code and the applicable Wage Orders. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period." (Settlement, ¶ 5.1.)

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8. <u>PAGA Release</u>: "Plaintiff, as proxy or agent for and on behalf of the LWDA, releases the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA Notice, including any and all claims involving any alleged failure to pay minimum wages or overtime, failure to provide meal and rest periods, failure to provide accurate wage statements, failure to pay all wages due at separation, and failure to reimburse business expenses, including Labor Code sections 201, 202, 203, 210, 216, 223, 225.5, 226, 226.3, 226.7, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 during the PAGA Period. Aggrieved Employees only release these claims for the duration of the PAGA Period." (Settlement, ¶ 5.3.)

9. <u>PAGA Penalties</u>: "means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($12,500.00) and the 75% to LWDA ($37,500.00) in settlement of PAGA claims." (Settlement ¶ 1.34.) Class Counsel submitted the proposed settlement to the LWDA before filing the Motion for Preliminary Approval. (Class Counsel Decl., ¶ 11.)

10. <u>Net Settlement Amount:</u> "means the Gross Settlement Amount, less the following

payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments." (Settlement, ¶ 1.28.)

11. Distribution Formula: "An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks." (Settlement, ¶ 3.2.4.) As to PAGA: "The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment." (Settlement ¶ 3.2.5.1.)

12. Tax Allocation: "20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment." (Settlement, ¶ 3.2.4.1.)

13. Class Representative Service Payment: "Class Representative Service Payments to the three Class Representatives as follows: not more than $10,000.00 to Plaintiff Coleman; not more than $7,500.00 to Plaintiff Gonzalez; and not more than $5,000.00 to Plaintiff Rogers (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts." (Settlement, ¶ 3.2.1.)

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14. Attorneys' Fees and Costs: "A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be $175,000.00 and a Class Counsel Litigation Expenses Payment of not more than $30,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts." (Settlement, ¶ 3.2.2.)

15. Notice of Proposed Class Action Settlement: The Notice set forth in plain terms, a statement of the case, the terms of the Settlement Agreement, the approximate amount of attorneys' fees, costs, and service awards being sought, and an explanation of how the settlement allocations are calculated. (Tran Decl., ¶ 3, Settlement, Ex. A.) Class Members were notified by first-class United States Postal Service ("USPS") mail of the settlement. (Settlement, ¶ 7.4.2.) Apex Class Action Administration, the Settlement Administrator, undertook its best efforts to ensure that the notice was provided to the current addresses of class members, including conducting a national change of address search and re-mailing the notice to updated addresses. (*Id.*)

III. THE SETTLEMENT MERITS FINAL APPROVAL

The law favors the settlement of lawsuits, particularly in class actions and other complex cases. (*See e.g., Neary v. Regents of Univ. of California* (1992) 3 Cal.4th 272, 277-81.) Factors to be considered in evaluating a class action settlement include "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through proceedings, the experience and views of counsel, the presence of a government participant, and the reaction of the class members to the proposed settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.) A presumption that a settlement is fair and reasonable exists where, as here, the following four factors are present: "(l) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 245.)

Whether a class action settlement should be approved is a question committed to the trial court's broad discretion. (*Id.* at pp. 234-35.) In exercising its discretion, the Court should give

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"[d]ue regard ...to what is otherwise a private consensual agreement between the parties." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) "The inquiry 'must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Id*. [internal citations omitted].)

A. <u>The Settlement Reflects a Reasonable Compromise</u>

A settlement is not judged against what the plaintiff might recover had he or she prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Wershba, supra,* 91 Cal.App.4th at pp. 246, 250 ["Compromise is inherent and necessary in the settlement process…even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation."].)

The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiffs' claims. (Class Counsel Decl., ¶ 10.) While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. (*Id.*) Plaintiffs also recognize that proving the amount of wages due to each class member would be an expensive, time-consuming, and uncertain proposition. (*Id.*) Furthermore, even if Plaintiffs obtained certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class. (*Id.*)

Because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount of $500,000.00 is within the "ballpark" of reasonableness, and Settlement approval is appropriate. ***Indeed, each Settlement Class Member is eligible to receive an average benefit of approximately $547.07, and the highest estimated net payout is expected to be approximately $3,175.75.*** (Tran Decl., ¶ 18.)

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The reaction of the Settlement Class strongly supports final approval of the Settlement. Courts recognize that a low number of objections or opt-outs is a strong indication that the settlement is fair, reasonable, and adequate. Here, the response from Settlement Class Members has been overwhelmingly positive.

As reported by the Settlement Administrator, the deadline for Settlement Class Members to submit requests for exclusion or objections to the Settlement was March 6, 2026. As of the date of the Settlement Administrator's declaration, no Settlement Class Member has requested exclusion from the Settlement, and no Settlement Class Member has submitted an objection. (Tran Decl., ¶¶ 11–12.)

Accordingly, all 399 Settlement Class Members are participating in the Settlement, representing a 100 percent participation rate. (Tran Decl., ¶ 14.) This favorable response further demonstrates that the Settlement is fair, reasonable, and adequate.

B. <u>The Settlement was Reached After Arm's-Length Negotiations Following Formal and Informal Discovery</u>

The Settlement was reached following a full-day mediation with experienced employment mediator, Hon. Daniel Buckley (Ret.). (Class Counsel Decl., ¶ 7.) The settlement negotiations were conducted at arm's length and, although professional, were adversarial in nature. (*Id.*) The Parties participated in mediation willing to explore the possibility of settlement but were also prepared to litigate their respective positions through trial and appeal if a settlement could not be reached. (*Id.*)

Prior to reaching this Settlement, Class Counsel engaged in formal and informal discovery and exchanged documents and information before mediating this action. Defendant produced a representative sample of time and pay records for class members and also produced documents regarding its wage-and-hour policies and practices during the class period, as well as information regarding the total number of current and former employees in its informal discovery responses. (*Id.*, ¶¶ 5–6.)

In conjunction with this extensive factual investigation, Class Counsel researched the applicable law regarding the claims and defenses asserted in the litigation. (*Id.*) Based on this investigation and discovery, Class Counsel was able to evaluate the strengths and weaknesses of the claims and defenses and negotiate the Settlement intelligently and effectively. (*Id*.)

C. Plaintiffs' Counsel Has Substantial Class Action Experience

Class Counsel also has considerable experience and has demonstrated competence with litigating wage and hour class actions. (Class Counsel Decl., ¶¶ 27-39.) Class Counsel has substantial experience in all facets of litigation in state and federal court, including discovery, law and motion, trial, appeals, arbitration and mediation. Class Counsel have litigated numerous class actions on behalf of plaintiffs and have been lead counsel or otherwise exercised significant case handling responsibilities in numerous cases resulting in millions of dollars in class action settlements. (*Id*.)

Based on Class Counsel's experience as employment and class action attorneys, Class Counsel is eminently qualified to evaluate the strength of Plaintiffs' claims, the strength of Defendant's defenses against certification, the strength of Defendant's defenses on the merits, and the fairness of the Settlement. Their opinion that final approval of the Settlement would be in the best interests of Class Members in light of the significant risks of litigation is entitled to great weight. (*See Kullar, supra,* 168 Cal.App.4th at p. 129 ["The court undoubtedly should give considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arms' length transaction entered without self-dealing or other potential misconduct"].)

D. There Are No Objections to the Settlement

To date, no Settlement Class Members have objected to the Settlement, and no Settlement Class Members have requested exclusion from the Settlement. (Tran Decl., ¶¶ 11-12.) The absence of objections or requests for exclusion demonstrates that the Settlement Class Members support the Settlement and strongly favor final approval. (*See, e.g., In re Lifelock, Inc. Marketing and Sales Practices Litigation* (D. Ariz. 2010) 2010 WL 3715138, *6 [relatively few objections and requests for exclusion support approval].)

Factors to be considered in evaluating a class action settlement include "the reaction of the class members to the proposed settlement." (*Kullar, supra,* 168 Cal.App.4th at p. 128.) The reaction here has been overwhelmingly positive. Courts have approved class action settlements in

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lesser circumstances. (*See, e.g., Hughes v. Microsoft Corp.* (W.D.Wash. 2001) 2001 U.S. Dist. LEXIS 5976, 2001 WL 34089697, *8 [court found that the "class members overwhelmingly support[ed] the settlement" where there were over 37,000 notices sent out, 2,745 class members participated in the settlement, "only nine objections were submitted", and there were 86 timely opt-outs and over 20 additional defective or untimely opt-outs, "these indicia of the approval of the class of the terms of the settlement support a finding of fairness under Rule 23"], *citing Hanlon v. Chrysler Corp.* (9th Cir.1998) 150 F.3d 1011, 1027 [despite vigorous objections and appeal by objectors, the "fact that the overwhelming majority of the class willingly approved the offer and stayed in the class presents at least some objective positive commentary as to its fairness," and the court did not abuse its discretion in approving settlement].)

IV. <u>THE COURT SHOULD AWARD PLAINTIFFS THE REQUESTED AMOUNTS OF FEES, COSTS AND ENHANCEMENT PAYMENTS.</u>

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Under the Settlement, subject to the Court's approval, Defendant has agreed to pay Class Counsel reasonable attorneys' fees in the amount of $175,000.00, which is 35% of the Gross Settlement Amount, costs up to $30,000.00 for litigating this action, and enhancement awards of $10,000.00 to Plaintiff William Coleman; not more than $7,500.00 to Plaintiff Benjamin Gonzalez; and not more than $5,000.00 to Plaintiff Shaun Rogers. Defendant has also agreed that it would not oppose an application for these payments addressed above, and no class member has objected to these amounts.

In common fund cases like this one, the primary method California courts use for calculating attorneys' fees is the percentage of the common fund method, which may be followed by a lodestar cross-check. In *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, the California Supreme Court affirmed an award of 33 1/3% of a $19 million wage and hour class action settlement with a 2.03 to 2.13 multiplier. (*Id.* at p. 506.) In doing so, the California Supreme Court explained:

> As to the incentives a lodestar cross-check might create for class counsel, we emphasize 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***. If the multiplier calculated by means of a lodestar cross-

> check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment. Courts using the percentage method have generally weighed the time counsel spent on the case as an important factor in choosing a reasonable percentage to apply.

(*Id.* at p. 505, emphasis added; *see also Beaver v. Tarsadia Hotels* (S.D. Cal. Sept. 28, 2017) 2017 WL 4310707, at *9 [applying *Laffitte* standard to fee request for 33 1/3% of common fund].)

A. <u>A Fee Award Based on One-Third of the Common Fund is Standard</u>

According to a leading treatise on class actions, "[n]o general rule can be articulated on what is a reasonable percentage of a common fund. Usually, 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the class, although somewhat larger percentages are not unprecedented." (See Conte & Newberg, Newberg on Class Actions (3rd Ed.) § 14.03.) Attorneys' fees at fifty percent of the funds are typically considered the upper limit, with thirty to forty percent commonly awarded in cases where the settlement is relatively small. (*Id.*; *see also Van Vranken v. Atlantic Richfield Company* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most cases where 30-50% was awarded involved "smaller" settlement funds of under $10 million].)

The settled-for 35% fee award is consistent with the average fee award in class actions. Indeed, the custom and practice in class actions is to award approximately one-third of a fund as a fee award. (*See Chavez v. Netflix, Inc*. (2008) 162 Cal.App.4th 43, 66, n.11 ["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."].) Additionally, Defendant implemented a "*Pick Up Stix*" campaign following Plaintiffs' filing of this action, which resulted in payments made by Defendant to a substantial portion of the putative class, totaling at least $276,000 as based on Defendant's discovery responses. (Class Counsel Decl., ¶ 22.) These payments were directly incentivized by Plaintiffs' litigation efforts. While Plaintiffs do not seek a separate fee award on those amounts paid separately to class members, Plaintiffs' settled-for 35% fee award is further reasonable under the catalyst theory in light of the fact that Defendant paid out at least $276,000 in separate payments as a result of this lawsuit. (*Id.*) Thus, Plaintiffs' fee request is in line with

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the prevailing guidelines established in California case law and academic literature and is consistent with awards in California. Accordingly, the Court should approve the attorneys' fees requested herein.

B. <u>While the Lodestar Method is Not Necessary in Common Fund Cases, Courts May Perform a Cross-Check to Award Fees.</u>

Although California supports the common fund doctrine, the lodestar method can be used to cross-check fee awards. "It may be appropriate in some cases, assuming the class benefit can be monetized with a reasonable degree of certainty, to "cross-check" or 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." (*In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.)

Applying the lodestar method requires a two-step process. The first step is to multiply the number of hours reasonably expended by a reasonable hourly rate. The second step is to apply a multiplier to the lodestar to take into account various factors. "The purpose of such adjustment is to fix a fee at the fair market value for the particular action. In effect, 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 pp. 556-57.) "Under certain circumstances, a lodestar calculation may be enhanced on the basis of a percentage-of-the-benefit analysis." (*Id.* at p. 557.)

Detailed timesheets are not necessary to a lodestar cross-check. "The law is clear … that an award of attorney fees may be based on counsel's declarations, without production of detailed time records." (*Raining Data Corp. v. Barrenechea* (2009) 175 Cal.App.4th 1363, 1375.) As the California Supreme Court explained in *Laffitte*:

> With regard to expenditure of judicial resources, we note that 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."
>
> (5 Newberg on Class Actions, *supra*, § 15:86, p. 331; *see, e.g., Goldberger v. Integrated Resources, Inc., supra*, 209 F.3d at p. 50 [2d Cir.; "where used as a mere cross-check, the hours documented by counsel need not be exhaustively

> scrutinized by the district court"]; *In re Prudential Ins. Co. America Sales Practice Litigation Agent Actions* (3d Cir.1998) 148 F.3d 283, 342 [agreeing with district court that "detailed time summaries were unnecessary where, as here, it was merely using the lodestar calculation to double check its fee award."]; *Barbosa v. Cargill Meat Solutions Corp.* (E.D.Cal.2013) 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."].)

(*Laffitte, supra,* 1 Cal.5th at p. 505.)

Class Counsel's lodestar is at least $165,215.00 based on over 190.8 hours of work performed thus far. (Class Counsel Decl., ¶¶ 17-18.) Accordingly, the requested fee of $175,000.00 is reasonable and fair as it is based on an approximate multiplier of 1.06. To be sure, trial courts have substantial discretion in adjusting the lodestar to account for various factors. (*See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26, 39-45; *see also Serrano v. Priest* (1977) 20 Cal.3d 25, 49.) In addition, it has been held that "[m]ultipliers can range from 2 to 4 or even higher." (*See Wershba*, *supra,* 91 Cal.App.4th at p. 255; *see also Van Vranken*, *supra,* 901 F. Supp. At p. 298 ["[m]ultipliers in the 3-4 range are common in lodestar awards for lengthy and complex class action litigation."].) Similar multipliers have been found to be reasonable for Class Counsel. (*See, e.g., Moreno v. Pretium Packaging, L.L.C*. (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-SB, 2021 WL 3673845, *3 [finding Wilshire Law Firm, PLC's multiplier as reasonable "in light of the contingent nature of recovery, the complexity of the issues, and the result obtained"].)

1. Class Counsel's Rates Have Been Approved by Several Courts.

Class Counsel provides a declaration to support their lodestar hourly rates. "Affidavits of the plaintiffs' attorney and other attorneys regarding prevailing fees in the community, and rate determinations in other cases, particularly those setting a rate for the plaintiffs' attorney, are satisfactory evidence of the prevailing market rate." (*United Steelworkers of America v. Phelps Dodge Corp.* (9th Cir. 1990) 896 F.2d 403, 407.) Class Counsel has received final approval of their hourly rates in other wage and hour class action settlements.

2. Applying a Modest Multiplier Is Appropriate

Once this lodestar figure has been determined, the Court may take into account other "enhancement" factors to adjust the lodestar award. While Plaintiffs seek a reasonable and modest multiplier of 1.06 here, the overall reasonableness of Plaintiffs' request is underscored by the fact that a significantly higher multiplier would be justified under applicable law.

Contingency fees should be higher than fees for the same legal services paid concurrently with the provision of the services. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-33.) "A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he 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." (*Id.* at p. 1133.) Application of that rule is particularly appropriate where the case is brought to redress important rights of vulnerable persons. (*Id.*) A risk enhancement is "earned compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather it is intended to approximate market-level compensation for such services which typically pay a premium for the risk of nonpayment or delay in payment of attorney's fees." (*Id*. at p. 1138.)

"Multipliers can range from 2 to 4 or even higher." (*Wershba*, *supra,* 91 Cal.App.4th at p. 255; *see also Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512 [applying a 2.52 multiplier on a cross-check in an antitrust class action]; *Chavez, supra,* 162 Cal.App.4th at p. 60 [applying a 2.5 multiplier on a lodestar cross-check]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 n.6 ["most" common fund cases apply a multiplier of 1.0-4.0]; *Been v. O.K. Industries Inc.* (E.D. Okla. 2011) 2011 WL 4478766, *11, *citing* a study "reporting [an] average multiplier of 3.89 in survey of 1,120 class action cases" and finding that a multiplier of 2.43 would be "per se reasonable.") The intermediate court in *Laffitte*, after finding that "2 to 4" is a reasonable range for multipliers on a cross-check, affirmed a 2.13 multiplier. (*Laffitte v. Robert Half Int'l* (2014) 231 Cal.App.4th 860, 881-82.) The intermediate court opinion was affirmed in full by the California Supreme Court in its new decision guiding lower courts on assessing fees.

Factors considered in determining whether a lodestar multiplier is appropriate generally include: (1) the risks presented by the contingent nature of the case; (2) the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly; (3) the nature of the opposition; (4) the preclusion of other employment by the attorney due to acceptance of the case; and (5) the result obtained and the importance of the lawsuit to the public. (*Serrano, supra,* 20 Cal.3d at pp. 48-49.) All of these factors favor approval of a multiplier along the lines of those approved in the cases above.

The major consideration in determining the necessity of a multiplier is the contingent nature of the award. (*Ketchum, supra,* 24 Cal.4th at pp. 1132-33.) Further, the possibility of no recovery is only one of the uncertainties involved in taking on such a case. Other uncertainties are the amount that will be recovered, uncertainty as to the cost, both in effort and expenses, and uncertainty about how much time will pass before the recovery is obtained. (*Id.* at pp. 1132-1133, 1138.) Here, Class Counsel have been the only counsel to represent Class Members in this matter and have borne the entire risk and costs of litigation purely on a contingency basis. Class Counsel's outlay of time and money in this case has been significant.

The other factors are also present here. Class Counsel are skilled attorneys who have had success in wage and hour class actions. This case required experienced and competent lawyers and expertise in the issues presented herein. Defendant's contentions underscore the risk of prevailing at class certification and trial, and any of these obstacles could have prevented recovery completely. Further, proceeding to trial would have added years to the resolution of this case because of the difficult legal and factual issues raised and the likelihood of appeals. Despite these risks, Class Counsel took this case on a contingency basis. Yet there are only so many cases that Class Counsel can take at any one time. Consequently, there were other meritorious cases presented to Class Counsel that would have generated substantial fees, but were declined, during the pendency of this action in order to devote the attention necessary to achieve favorable results. (Class Counsel Decl., ¶ 24-25.) Considered against the risks of continued litigation, and the importance of the employment rights and a speedy recovery, the relief provided under the Settlement represents a very strong result for the Class.

C. Costs Are Reasonable.

As of the date of filing this Motion, Class Counsel has incurred around $24,720.58 in costs, and Defendant has agreed that they will not oppose any cost award request up to $30,000.00. (Class Counsel Decl., ¶ 26.) Accordingly, Class Counsel respectfully requests reimbursement of up to

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$30,000.00 in costs. The categories of costs are set forth in the accompanying Declaration of Lucy Nguyen, and these costs are easily seen to be both reasonable and necessary.

Counsel can recover "out-of-pocket expenses that 'would normally be charged to a fee-paying client'" including costs for "service of summons and complaint, service of trial subpoenas, fee for defense expert at deposition, postage, investigator, copying costs, hotel bills, meals, messenger service and employment record reproduction." (*Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19.) Such costs are properly recoverable on motions for settlement approval. (*See Nunez v. BAE Sys. San Diego Ship Repair Inc.* (S.D. Cal. 2017) 292 F. Supp. 3d 1018, 1057; *Rutti v. Lojack Corp.* (C.D. Cal. July 31, 2012) No. CV 06–00350 DOC, 2012 WL 3151077, at *12 ["Expenses such as reimbursement for travel, meals, lodging, photocopying, long-distance telephone calls, computer legal research, postage, courier service, mediation, exhibits, documents scanning, and visual equipment are typically recoverable."].)

D. <u>The Enhancement Payments to the Plaintiffs are Reasonable.</u>

Named plaintiffs in class action lawsuits "are eligible for reasonable incentive payments 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 Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412.) Courts routinely grant approval of class action settlement agreements containing enhancements for the class representatives, which are necessary to provide incentive to represent the class, and are appropriate given the benefit the class representatives help to bring about for the class. (*See Rodriguez v. W. Publ'g Corp*. (9th Cir. 2009) 563 F.3d 948, 958-59.) The California Supreme Court has also noted that "retaliation against employees for asserting statutory rights under the Labor Code is widespread," despite anti-retaliation statutes designed to protect employees. (*Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460-61.) Plaintiff should therefore be rewarded for assuming the risk of retaliation for the sake of class members. (*See Frank v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 F.R.D. 174, 187.)

Under the Settlement Agreement, subject to the Court's approval, Defendant agreed not to oppose Class Representative Service Payments of up to $10,000.00 to Plaintiff William Coleman, up to $7,500.00 to Plaintiff Benjamin Gonzalez, and up to $5,000.00 to Plaintiff Shaun Rogers.

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These payments are intended to compensate the Class Representatives for their time, effort, and risk undertaken in prosecuting this action on behalf of the Settlement Class, including providing information to counsel, communicating regularly with counsel regarding the progress of the litigation, preparing for mediation, and reviewing case-related documents.

In addition, the Class Representatives have agreed to provide broader general releases of claims against Defendant as part of the Settlement. Plaintiffs have submitted declarations describing their involvement in this litigation and their efforts assisting counsel throughout the prosecution of the case. (See, generally, Declarations of Plaintiffs submitted in support of Plaintiffs' Motion for Preliminary Approval.)

When compared with the amounts awarded in typical class action cases, the amount requested here is particularly reasonable. Indeed, a **2006** study examining the average incentive award given to class action plaintiffs from **1993 to 2002** found that the "average award per class representative was $15,992 and the median award per class representative was $4,357." (Theodore Eisenberg & Jeffrey P. Miller, "Incentive Awards to Class Action Plaintiffs: An Empirical Study", 53 UCLA L. Rev. 1303, 1308 (2006).) Courts routinely approve a $10,000 enhancement award for plaintiffs represented by Class Counsel. (*See, e.g., Moreno, supra,* 2021 WL 3673845 at *3 ["The Court concludes a $10,000 incentive award is appropriate."]; *Suarez, supra,* 2024 WL 150721 at p. *4 ["The court approves awards of $10,000 for each class representative."].)

"Since without a named plaintiff there can be no class action, such compensation as may be necessary to induce him to participate in the suit." (*Clark v. Am. Residential Services LLC* (2009) 175 Cal.App.4th 785, 804.) "[T]he rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class." (*Id.* at p. 806.) "An incentive award is appropriate 'if it is necessary to induce an individual to participate in the suit."' (*Cellphone Term. Fee Cases* (2010) 186 Cal.App.4th 1380, 1394, *quoting Clark*, 175 Cal.App.4th at p. 804.) The "criteria courts may consider in determining whether to make an incentive award include: (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class

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representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation." (*Id.* at pp. 1394–95.) Plaintiffs' declarations describe how each of the five *Cellphone Termination* factors are present here.

E. <u>Administration Expenses Should be Approved.</u>

Apex Class Action Administration, the Settlement Administrator, estimates that it will incur a total of $9,500.00 in costs associated with the administration of this Settlement. (Tran Decl., ¶ 15.) These expenses are reasonable, based upon the size of the class, claim and exclusion tracking, and Class Member payment processing.

V. <u>CONCLUSION</u>

For the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval of the Settlement. Plaintiffs further request that the Court approve the requested attorneys' fees, litigation costs, Class Representative Service Payments, and Settlement Administration Costs, and enter the accompanying Order and Judgment.

Dated: March 20, 2026

Respectfully submitted,

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