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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE, CIVIL COMPLEX CENTER

EUDIER LEAÑO on behalf of himself and all others similarly situated,

PLAINTIFFS,

v.

RYDER LAST MILE, INC., a. Florida Company, and DOES 1-10, inclusive,

DEFENDANT.

RYDER LAST MILE, INC., a California Corporation,

CROSS-COMPLAINANT,

v.

SLG, LLC., a. Limited Liability Company, and DOES 1-250, inclusive,

CROSS-DEFENDANTS.

Case No.:30-2024-01405201-CU-OE-CXC

[Assigned for all purposes to the Honorable Melissa R. McCormick, Dept. CX105]

PLAINTIFF'S NOTICE AND UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT

[Filed concurrently with Declarations of Aashish Desai, Adrianne De Castro, and Eudier Leaño in support of Motion; and [Proposed] Orders]

Reservation No.:	**74989415**
Date:	March 4, 2027
Time:	2:00 p.m.
Place:	CX105

Complaint Filed:	June 6, 2024
FAC Filed:	December 9, 2024
Cross-Complaint Filed:	August 4, 2025
Trial Date:	None

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on March 4, 2027, at 2:00 p.m., or as soon thereafter as the matter may be heard in Department CX105 of the Orange County Superior Court, Civil Complex Center, Plaintiff Eudier Leaño ("Plaintiff") will and hereby does move for an order:

1. Approving the PAGA Settlement Agreement ("Settlement Agreement") between Plaintiff, Cross-Defendant SLG, LLC, and Defendant Ryder Last Mile, Inc. ("RLM");

2. Finding that the Settlement Agreement is fair, reasonable, and adequate in view of the purposes of the California Labor Code Private Attorneys General Act of 2004 ("PAGA");

3. Approving the proposed notice of the Settlement to the Carrier-Owner Driver Group Members, as that term is defined in the Settlement Agreement, and the proposed method of distribution;

4. Appointing Simpluris, Inc. as Settlement Administrator and approving settlement-administration expenses estimated to be approximately $5,000.00;

5. Approving the proposed method of distribution; and

6. Granting such other relief as the Court deems just and proper.

This is a PAGA-only action. Plaintiff does not seek class certification, approval of a class settlement, or the establishment of any exclusion procedure. A representative PAGA action is an enforcement action prosecuted on behalf of the State, not a class action or an aggregation of employees' individual claims. (*Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 86.) Unnamed allegedly aggrieved employees do not opt out of a PAGA settlement. (*Turrieta v. Lyft*, Inc. (2021) 69 Cal.App.5th 955, 974.)

The Motion is based on this Notice, the accompanying Memorandum of Points and Authorities, the Settlement Agreement, including the [Proposed] Order Granting Approval of PAGA Settlement and [Proposed] Judgment, the proposed PAGA Settlement Notice, the declarations of Adrianne De Castro, Aashish Desai, and Eudier Leaño, the pleadings and papers on file, any argument presented at the hearing, and any other matter the Court properly considers.

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Respectfully submitted,

Dated: October 22, 2026

DESAI LAW FIRM, PLLC

By: /s/ *Aashish Y. Desai*
Aashish Y. Desai
Adrianne DeCastro
Attorneys for Plaintiff and the other aggrieved employees

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Eudier Leaño ("Plaintiff") respectfully request that the Court approve the proposed $725,000 settlement ("Gross Settlement Amount") settlement of the Private Attorney General Act ("PAGA") claims asserted in this case against Defendant Ryder Last Mile, Inc. ("RLM"). This PAGA-only representative action arose from RLM's alleged violations: (1) misclassification as independent contractors, (2) failure to reimburse necessary business expenses, (3) failure to provide meal periods and/or pay premium pay in lieu thereof, (4) failure to provide rest periods and/or pay premium pay in lieu thereof, (5) failure to pay wages for all hours worked, including minimum wages and overtime wages, (6) failure to provide accurate itemized wage statements, (7) failure to maintain records, (8) failure to timely pay all wages owed during employment, (9) failure to timely pay all wages owed upon termination of employment, (10) unlawful collection of wages from an employee, (11) secret payment of wages at a rate lower than designated by statute, and (12) unlawful demand, exact, or acceptance of a bond.

The Settlement is the result of a robust exchange of information through formal and informal discovery exchanged for the purpose of mediation, and a full-day mediation with Mark LeHocky, at ADR Services. Before agreeing to settle, the Parties investigated and evaluated the claims by reviewing thousands of documents and participating in several hours of meet and confers. The Parties also prepared to take the depositions of witnesses and analyzed complicated legal issues of misclassification under the California Labor Code, corporate law, vicarious liability, and contract law related to RLM's cross-complaint against Plaintiff's corporate entity, SLG, LLC ("SLG"). Plaintiff assessed the maximum potential penalties, the realistic range of recoverable penalties, RLM's defenses, and the expense and uncertainty of continued litigation. (*See Moniz v. Adecco U.S., Inc.,* 72 Cal.App.5th 56, 77 (2021).) The Parties were intimately familiar with the strengths and weaknesses of the case before reaching a settlement in this case which is fair and adequate. (*See ibid.*)

The Settlement requires RLM to pay a non-reversionary gross settlement amount of $725,000.00 ("Gross Settlement Amount"). Subject to Court approval, the Gross Settlement

Amount will fund: (1) PAGA civil penalties of approximately $427,500.00; (2) attorney fees of $217,500.00 (30% of the Gross Settlement Amount); (3) litigation costs of up to $25,000.00; (4) an Enhancement Award payment to Plaintiff of $50,000.00; and (5) settlement-administration expenses, estimated to be approximately $5,000.00. The PAGA civil penalties will be distributed between the Labor and Workforce Development Agency ("LWDA") and the Carrier-Owner Driver Group Members as follows: 25% to the Carrier-Owner Driver Group Members, and 75% to the LWDA.[1] The settlement represents a compromise reached in the best interest of the advancing PAGA's enforcement principles while avoiding the risks and delay of further litigation. The Court, therefore, should approve the settlement and enter judgment thereon.

II. SUMMARY OF SETTLEMENT TERMS

A. The "Aggrieved Employees"

The "aggrieved employees" are all "Carrier-Owner Driver Group Members", which are defined in the Settlement Agreement as all California-based individuals who: (1) owned, were managing members, or were partners in a motor carrier company or partnership that had a contract with RLM in California; and (2) actually drove at least one route providing services to RLM, at any time from April 2, 2023 through the date of approval of this settlement by the Court.

B. The Monetary Terms

The settlement creates a non-reversionary common fund of $725,000.00 consisting of civil penalties, settlement administration costs, a service award to the PAGA plaintiff, and attorneys' fees and costs. (SA, ¶¶ 46-49) This fund is provisionally allocated subject to court approval as follows: $427,500.00 as civil penalties, $217,500.00 (30% of the Gross Settlement Amount and over 50% less than lodestar) as attorneys' fees and up to $25,000.00 as litigation expenses, representatives' Enhancement Award totaling $50,000.00 to the plaintiff, and administration costs estimated to be approximately $5,000.00. (SA, ¶ 46-49.) Seventy-five percent of the civil penalties ($320,625.00) will be paid to the LWDA and 25% ($106,875.00) to the Carrier-Owner

[1] Plaintiff's PAGA Letter was submitted to the LWDA on April 2, 2024. Under the operative version of PAGA at that time, any settlement reached required 75% of the proceeds to be provided to the LWDA and the remaining 25% to the Carrier-Owner Driver Group Members. (*See* Cal. Lab. Code § 2699(i) (2024).)

Driver Group Members, consistent with the PAGA statute. (SA, ¶ 48; *see* Cal. Labor Code §2699(k)(1).). RLM will fund the Gross Settlement Amount within 45 days of the Effective Date. (SA, ¶ 72.)

C. The PAGA Release

The Settlement Agreement provides that Plaintiff and each of the Carrier-Owner Driver Group Members (including Plaintiff on behalf of himself, the State of California, and all Carrier-Owner Driver Group Members) individually and on behalf of all their respective affiliated business entities (if any), successors, assigns, agents, attorneys, executors, heirs and personal representatives, will release RLM and the Released Parties from any PAGA claim for civil penalties, whether known or unknown, that were or could have been asserted against any of the Released Parties in the civil action or PAGA letter or based on any facts discovered in the course of the litigation of the civil action. This includes, but may not be limited to, claims for penalties based upon alleged misclassification as independent contractors, failure to reimburse necessary business expenses, failure to provide meal periods and/or pay premium pay in lieu thereof, failure to provide rest periods and/or pay premium pay in lieu thereof, failure to pay wages for all hours worked, including minimum wages and overtime wages, failure to provide accurate itemized wage statements, failure to maintain records, failure to timely pay all wages owed during employment, failure to timely pay all wages owed upon termination of employment, unlawful collection of wages from an employee, secret payment of wages at a rate lower than designated by statute, unlawful demand, exact, or acceptance of a bond, and violations of California Labor Code §§ 98.6, 201-203, 204, 218, 218.6, 221-223, 226, 226.2, 226.3, 226.7, 400-410, 500, 510, 512, 558, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, *et seq.*, 2699.3, 2699.5, 2775, *et seq.*, 2802-2804; all claims for declaratory relief; all applicable IWC wage orders; as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA letter that plaintiff sent to the LWDA ("Covered Claims"). This release shall extend to all such claims arising from or relating to any and all acts, events and omissions that occurred and/or accrued during the Covered Period. (SA ¶ 60.)

D. Settlement Administration

The Settlement Agreement appoints Simpluris, Inc. as the settlement administrator. (SA, ¶ 25.) Plaintiff sought bids from three administrators. Simpluris' extensive experience administering PAGA settlements, submitted a competitive bid, and has served capably as settlement administrator on cases involving PAGA claims. (De Castro Decl., ¶ 30.) Simpluris has agreed to administer the settlement for an amount estimated to be $5,000.00 (De Castro Decl., ¶ 30.)

The Settlement Agreement obligates RLM to provide Simpluris a Microsoft Office Excel list containing each Carrier-Owner Driver Group Member's: (1) full name; (2) last known address; (3) total number of Qualifying Weeks; and (4) social security number, if known. RLM shall transmit the carrier-owner driver group member list in Microsoft Office Excel format to the settlement administrator within 65 days after the court enters an order approving the settlement. (SA ¶ 68.)

E. Uncashed Checks

None of the Gross Settlement Amount reverts to RLM. (SA, ¶ 75.) Individual Settlement Payment checks that are not cashed after 180 days are void and shall be turned over to the California State Controller's Office in the name of the Carrier-Owner Driver Group Member who did not cash their Individual Settlement Payment check. (SA, ¶ 75.)

F. Plaintiff and Cross-Defendant's Individual Release

Plaintiff Eudier Leaño also asserted an individual claim for retaliation under Labor Code § 98.6. In exchange for the Enhancement Award as provided in the Settlement Agreement, Plaintiff waives and releases the claims asserted in this lawsuit including the retaliation claim. Additionally, Plaintiff further releases all unknown claims against any of the released parties, covered by California Civil Code § 1542. (SA, ¶ 61.)

As part of this Settlement Agreement, Cross-Defendant SLG, LLC also releases its claims against RLM relating to the civil action and RLM releases the cross-complaint for breach of contract against SLG or related to plaintiff's or SLG's relationship with RLM, subject to certain exclusions as set forth in the Settlement Agreement. (SA, ¶ 62–63.)

III. ARGUMENT

The settlement of a PAGA action requires court approval. (Cal. Labor Code §2699(1)). When considering whether to approve a proposed PAGA settlement, the Court should evaluate the settlement "to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz*, *supra*, 72 Cal.App.5th at p. 77. In this context, "a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; [and] (3) counsel is experienced in similar litigation." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802 [citing Newberg & Conte, Newberg on Class Actions (3d ed. 1992) § 11.41, p. 11-91].)[2] As explained below, the requisite standard is easily met in the present case. The Court, therefore, should approve the Settlement and grant this motion.

A. The Presumption of Fairness Applies

As noted above, a presumption of fairness exists where a settlement is reached through arm's-length negotiation that was adequately informed and where there is no evidence of fraud or collusion. Such a presumption applies here.

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

The settlement is non-reversionary (SA, ¶ 75). It was reached through hard-fought negotiations overseen by Mark LeHocky, Esq., a well-regarded mediator with decades of experience mediating complex actions like this one. The intense negotiations spanned a fully day that ultimately resulted in a mediator's proposal that same day that all parties accepted. The parties agreed on a long form settlement agreement after extensive negotiation. (De Castro Decl., ¶ 19.)

The settlement, therefore, is the result of non-conclusive arm's-length negotiation. (*See*

[2] "If the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval, then the court should direct that the notice be given to the class members of a formal fairness hearing." (Manual for Complex Litigation, Second (1985) § 30.44.)

Community Resources for Independent Living v. Mobility Works of Cal., LLC (N.D. Cal. 2020) 533 F.Supp.3d 881, 889 [informed negotiations conducted by experienced counsel over an extended period of time and overseen by neutral mediators indicate non-collusive, arm's-length negotiation]; *see also* Newberg & Comte, Newberg on Class Actions (3d ed. 1992), § 13:14.)

2. The Negotiations Were Fully Informed

The settlement was reached in this case after nearly 2.5 years of vigorous litigation and the parties were intimately familiar with the strengths and weaknesses of the case before reaching a settlement in this case. There has been more than sufficient investigation and formal discovery and contested court proceedings "to allow counsel and the court to act intelligently." (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151 [analyzing sufficiency of discovery] quoting *Dunk*, *supra*, 48 Cal.App.4th at p. 1802.) Indeed, as the *Dunk* court noted, "a full and fair assessment of the wisdom of the proposed compromise…is nearly assured when all discovery has been completed and the case is ready for trial." (*Dunk*, *supra*, 48 Cal.App.4th at p.1802.) Therefore, the negotiations were fully informed.

3. The Settlement Does Not Improperly Grant Preferential Treatment

The proportional allocation of the civil penalties in proportion to the number of Qualifying Weeks worked guarantees fair and equitable treatment between the Carrier-Owner Driver Group Members. (*Hudson v. Libre Tech. Inc.* (S.D. Cal., May 13, 2020, No. 3:18-CV-1371-GPC-KSC) 2020 WL 2467060), at *9 ["the Settlement does not improperly discriminate between any segments of the Settlement Class as the Settlement Class Members are entitled to the same relief from the same formula"]; *Mejia v. Walgreen Co.* (E.D. Cal., Nov. 24, 2020, No. 2:19-CV-00218 WBS AC) 2020 WL 6887749, at *11 [no discrimination where relief is proportionately based on compensable workweeks].)

4. Plaintiff's Counsel Support the Settlement

Plaintiff's Counsel have decades of experience litigating similar wage and hour representative actions and they recommend approval. (Desai Decl., ¶¶ 10-11; De Castro Decl. ¶¶ 5-6.) Such a recommendation weighs in favor of approval. (*See Dunk*, *supra*, 48 Cal.App.4th at p. 1802; *In re Omnivision Techs., Inc.* (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1043 ["The

recommendations of plaintiffs' counsel should be given a presumption of reasonableness."].)

B. The Settlement is Fair, Reasonable and Adequate

This Court has a duty to independently determine whether a settlement is fair, reasonable and adequate. (*Moniz v. Adecco USA, Inc.*. 72 Cal.App.5th at 76-77, *disapproved of on other grounds by Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 66 [the "trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws."]) A settlement is not required to meet a minimum dollar or percentage threshold to be deemed adequate. (*See 7-Eleven Owners*, *supra*, 85 Cal.App.4th at p. 1150 ["The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators"] [internal citation omitted].) Rather, the adequacy of a settlement is evaluated considering litigation uncertainties. (See *Dunk*, *supra*, 48 Cal.App.4th at p. 1801.)

1. The Settlement Is Fair and Reasonable Considering the Strengths and Weaknesses of the Claims and Risks of Continued Litigation

Prior to mediation, Plaintiff estimated that there could be best-case civil penalties of $3,555,000 if all penalties were levied at $100 each. (De Castro Decl., ¶ 20.) RLM vigorously disputed these valuations, that were keyed on several assumptions favorable to Plaintiff: (1) Plaintiff would prevail on all Labor Code sections where RLM argued that it had no liability as a matter of law; (2) Plaintiff would prove his numbers (counts) of violations for every Labor Code section at issue; (3) the courts would endorse Plaintiff's view permitting stacking of penalties; and (4) Plaintiff would overcome post-judgment appeals on novel legal questions related to the business-to-business exemption under AB5. (*Id.*).

With respect to the first assumption, the most contested issue at mediation is whether Plaintiff would prevail on their argument that RLM's Master Services Agreement ("MSA") with its drivers was illegal. As the Court is well-aware, the Parties have briefed this issue several times on demurrer to the complaint, a demurrer to the first amended complaint, a demurrer to the cross-complaint, and Plaintiff's request for declaratory relief. (De Castro Decl., ¶¶ 10-20.) The Court did not rule on this issue, and it remained the subject of ongoing law and motion practice.

With respect to the second assumption, the contested number of alleged violations that might be proven through data, Plaintiff made general assumption based on the experience of one driver. The experience of other drivers may vary, therefore yielding different numbers for the alleged violative pay periods for which penalties could be assessed given their differing positions. RLM made various arguments that no penalties were recoverable on certain claims, for example, RLM argued that overtime was not available due to the motor carrier act exemption. And of course, RLM disputes it owes any penalty amount.

2. The Settlement Is Fair and Reasonable Compared to Other PAGA Cases

Given the uncertainties regarding the extent of provable violations and civil penalties that the Court might award if any, as well as the risks of appeal, the settlement reached is fair and reasonable. The settlement here provides 20% of the maximum civil penalties that Plaintiff calculated. (De Castro Decl. ¶ 22.) Based on the estimated 11,850 estimated Qualifying Weeks covering an estimated 195 Carrier-Owner Driver Group Members through June 5, 2026, which was utilized for purposes of mediation, the settlement represents approximately $61.18 per Qualifying Week. (*Ibid*.)

This compares favorably to judgments in other PAGA cases whether obtained through settlement or post-trial award. In the PAGA settlement in *Doe v. Google*, the San Francisco Superior Court approved a $27 million settlement covering 96,939 aggrieved employees and 9,667,556 pay periods, a per pay period value of $2.79. (De Castro Decl. ¶ 26.) *See Doe v. Google LLC*, Case No. CGC-16-556167, (San Francisco Superior Ct., 2023). In another case with similar claims, *Hamilton v. Juul Labs*, the federal district court approved a PAGA settlement of $2,219,981 ($34.00 per employee pay period), as compared to a maximum value of $97.5 million, and a provision allowing a large portion of the penalty amount to be forgiven if Juul complied with programmatic relief. (De Castro Decl. ¶ 26; *Hamilton v. Juul Labs, Inc.* (N.D. Cal., Nov. 16, 2021, No. 20-CV-03710-EMC) 2021 WL 5331451, at *11.)

Indeed, the Week Value obtained here ($61.18 per Qualifying Week) for compares favorably to cases with wage-and-hour claims (*i.e.,* focused on employee misclassification) that do not present the same risks as this case. In *Stewart v. Hat World*, the San Mateo Superior Court

approved a PAGA-only settlement of $2,750,000 for 45,000 pay periods, the equivalent of $61.11 per pay period. (De Castro Decl. ¶ 26.) *Stewart* was a PAGA enforcement action alleging misclassification of an assistant store manager as an exempt employee and resulting meal and rest period, off-the-clock, and expense reimbursement violations. *See Stewart v. Hat World*, Case No. CIV533617,(San Mateo Superior Ct., 2019).

Plaintiff also faced the risk that the Court would use the discretion afforded to it in the PAGA statute to award an amount of civil penalties far less than the maximum due to the circumstances of this case and the claims at issue. (De Castro Decl. ¶ 27.) In large PAGA cases, the risk of courts using the discretion that PAGA gives them to reduce the civil penalties award is a particular concern for Plaintiff. For instance, in *Magadia v. Wal-Mart*, the plaintiffs had requested $131,427,750 in PAGA penalties for wage statement violations; the trial court awarded $48,046,000 of those requested penalties; and thereafter the Ninth Circuit overturned the applicable liability ruling. (*Magadia v. Wal-Mart Assocs., Inc.* (N.D. Cal. 2019) 384 F.Supp.3d 1058, 1100, *rev'd in part, vacated in part*, 999 F.3d 668 (9th Cir. 2021).) In *Carrington v. Starbucks*, after trial, the trial court reduced PAGA penalties from the maximum of $50 per initial violation to $5 per initial violation, an exercise of discretion upheld on appeal. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529 [affirming PAGA award of $150,000].) Considering the risks in this case, the Settlement of $725,000.00, representing more than $ 61.18 per Qualifying Week, is an excellent one that serves PAGA's purposes to remediate present labor violations, deter future ones, and to maximize enforcement of state labor laws.

3. The Proposed Award of Attorneys' Fees and Costs Is Reasonable

Consistent with the Settlement, Plaintiffs' request for a fee award of $217,500.00[3] and a cost award based on a settlement allocation up to $25,000.00 is reasonable. PAGA provides that "any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs." (*see* Labor Code §2699(k)(1)). Plaintiff here obtained a net monetary recovery on behalf of LWDA and the Carrier-Owner Driver Group Members. (*See* Code Civ. Proc., § 1032, subd. (a)(4).); *see* also *Folsom v. Butte County Assn. of Gov'ts* (1982) 32 Cal.3d 668, 685 fn. 31.)

[3] This represents 30% of the Gross Settlement Amount and is less than half of Plaintiff's Counsel's combined lodestar.

An award of attorneys' fees and costs, therefore, is mandatory. (*Atempa v. Pedrazzani,* (2018) 27 Cal.App.5th 809, 829).

California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. (*Lafitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 [citing *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 48–49].) In *Lealao*, the court held that when an action leads to a recovery that can be "monetized " with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." (*Lealao*, *supra*, 82 Cal.App.4th at p. 50.) Historically, attorneys' fee awards in common fund cases have ranged from 20% to 50% of the fund and multiplier adjustments to lodestar ranging from one to four are frequently awarded in common fund cases. (Newberg on Class Actions, *supra*, § 14.03.) Trial courts, of course, have discretion to choose the method for determining fees, "as long as the method chosen is applied consistently using percentage figures that accurately reflect the marketplace." (*Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66.)

The common fund method provides both "[f]airness to the successful litigant, who might otherwise receive no benefit because his recovery might be consumed by the expenses" and "encouragement of the attorney for the successful litigant, who will be more willing to undertake and diligently prosecute proper litigation for the protection or recovery of the fund." (*Bank of Am. v. Cory* (1985) 164 Cal.App.3d 66, 90 [citation omitted].) Advantages of the common fund approach include "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." (*Lafitte*, *supra*, 1 Cal. 5th at p. 503).

a. *A Fee Award of 30% of the Gross Settlement Amount Is Justified*

An attorneys' fee award of 30% of the Gross Settlement Amount is reasonable because it is equivalent to the market rates of negotiated contingency fees for employment litigation, which range from thirty- three percent to forty-five percent.

Courts have awarded fee requests of higher, up to 40% of the gross settlement amount in

protracted complex cases. (*See, e.g., Rivas v. BG Retail, LLC* (N.D. Cal. Jan. 16, 2020, No. 16-cv-06458-BLF) 2020 WL 264401, at *8 [approving fees of 45% of the settlement fund]; *Cubillas v. Dav-El Los Angeles* (Cal. Super. Ct. June 14, 2018, No. BC427918) 2018 WL 3760657, at *3-4 [approving fee award of 40% of the total class settlement "[i]n light of the length of this litigation, the settlement achieved, and the skill displayed by counsel"]; *Bennett v. SimplexGrinnell LP* (N.D. Cal. Sept. 3, 2015, No. 3:11-cv-01854-JST) 2015 WL 12932332, at *6 [approving fees of 38.8% of $4.9 million settlement in prevailing wage case "fiercely litigated" for four years and representing a negative multiplier of current lodestar].)

b. *A Lodestar Cross-Check and Negative Multiplier Confirm the Reasonableness of the Requested Fee Award*

In common fund cases, "trial courts have discretion to begin with a percentage approach and then to use the lodestar approach to cross-check the reasonableness of the percentage." (*Karton v. Ari Design & Constr.* (2021) 61 Cal.App.5th 734, 745.) Counsel's declaration attesting to the number of hours worked on a particular case "is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records." (*Steiny & Co. v. Cal. Elec. Supply Co.* (2000) 79 Cal.App.4th 285, 293; *see* also *Concepcion v. Amscan Holdings, Inc.* (2014) 223 Cal.App.4th 1309, 1324 ["It is not necessary to provide detailed billing timesheets to support an award of attorney fees under the lodestar method."].) Indeed, as the Supreme Court has recognized, "trial courts conducting lodestar cross-checks have generally not been required to closely scrutinize each claimed attorney-hour." (*Lafitte*, *supra*, 1 Cal. 5th at p. 505.) Instead, the cross-check provides context on whether "the fee award appropriately reflects the degree of time and effort expended by the attorneys." (*Ibid.* [citation omitted].)

In this case, a lodestar cross-check and the resulting negative multiplier confirm that the fee request is appropriate. The requested percentage-based fee is **significantly less (59% less)** than Plaintiffs' Counsel's accrued lodestar to date. Proceeding exclusively on contingency, Plaintiff's Counsel has devoted 510 hours litigating this case through October 2026, yielding a lodestar cross check of $535,541. (Desai Decl., ¶¶ 4-6).

Plaintiff's Counsel's customary hourly rates are comparable to prevailing rates in Southern California for lawyers and legal staff of similar experience, skill, and reputation and

these rates have been approved by Courts. (Desai Decl., ¶ 15). Accordingly, Counsel's rates are appropriate for the lodestar cross check. (*See Lafitte*, *supra*, 1 Cal.5th at p. 504.)

Plaintiff's Counsel's hours are based on fully documented billable hours maintained by the attorneys and legal staff at Plaintiff's firm. The over 500 hours presented in this motion reflect time spent reasonably investigating, litigating and settling this case, which Plaintiff's Counsel sought to manage and staff efficiently. (Desai Decl., ¶¶ 4-9).

The intake investigation began in May 2024 and the PAGA settlement was fully executed in September 2026. The hard-fought litigation spanned 2 plus years and involved voluminous discovery requests, many long hours spent in meet and confer efforts, the coordination and execution of a *Bel-Aire West* notice, the exchange of the contact information of the Carrier-Owner Driver Group Members, several Case Management statements, and multiple motions including demurrers, cross-complaints, a motion for declaratory relief. Throughout this time, the Parties exchanged and reviewed thousands of documents. (De Castro Decl., ¶¶ 10-20) (detailing litigation work). The lodestar includes only the work performed for the benefit of all Carrier-Owner Driver Group Members and the State, and no work performed only for the personal benefit of Plaintiff. (*Id.*). The lodestar also excludes still additional significant hours that will be incurred by Plaintiff's Counsel preparing and finalizing this motion, and the many hours that will be required for overseeing settlement implementation over the course the rest of this year. (De Castro Decl., ¶ 20; Desai Decl. ¶ 15) Importantly, with a 30% fee, a "negative multiplier" of .41 would result. A negative multiplier "suggests that the negotiated fee award is a reasonable and fair valuation of the services rendered . . ." (*Chun-Hoon v. McKee Foods Corp.* (N.D. Cal. 2010) 716 F.Supp.2d 848, 854.) In such a situation, courts regard the percentage fee as "presumptively reasonable." (*Wong v. Arlo Techs.* (N.D. Cal., Apr. 19, 2021, No. 5:19-cv-00372-BLF) 2021 WL 1531171, at *11; *accord Schneider v. Chipotle Mexican Grill, Inc., 336 F.R.D. 588 (N.D. Cal. 2020)* at p. 601 ["negative multiplier [of 0.61] suggests that the fee request is reasonable"]; *Covillo v. Specialtys Café* (N.D. Cal. Mar. 6, 2014, No. C-11-00594 DMR) 2014 WL 954516, at *7 ["Plaintiffs' requested fee award is approximately 65% of the lodestar, which means that the requested fee award results in a so-called negative multiplier, suggesting that the percentage of

the fund is reasonable and fair."].) Under the lodestar adjustment method, Plaintiff's here would be entitled to a positive multiplier to account for contingency risk and other factors. "Multipliers in the 3-4 range are common in lodestar awards for lengthy and complex class action litigation." (*Van Vranken v. Atl. Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 298.)

The significant degree to which the lodestar exceeds the requested fee is, therefore, a key reason for approving the 30% attorneys' fee in this case. (*See Roos v. Honeywell Int'l, Inc.* (2015) 21 Cal.App.4th 1472, 1495 [affirming an award of "37.5 percent of the settlement fund: and noting it "was less than the lodestar"], *disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260; *Cubillas*, *supra*, 2018 WL 3760657, at *3–4 [finding a fee award of 40% of the total settlement reasonable where lodestar exceeded the fee request].) Local federal courts have approved 10-20% higher than the Ninth Circuit benchmark, when there were significant negative multipliers. (*See Rivas*, *supra*, 2020 WL 264401, at *8 [negative multiplier of 0.49 supports approving 45% fee despite 25% circuit benchmark]; *Clayborne v. Newtron, LLC* (N.D. Cal., Sept. 6, 2023, No. 19-CV-07624-JSW) 2023 WL 5748773, at *6 [negative multiplier of 0.39x supports 35% award].)

In addition, the 30% fee is eminently reasonable in light of: (1) the risk that Counsel took in bringing and litigating the case exclusively on contingency, (2) the time, effort and expenses that Counsel dedicated to the case, (3) the skill and determination that Counsel has shown, (4) the results that Counsel has achieved throughout the litigation, (5) the benefits achieved for the State of California and Carrier-Owner Driver Group Members, and (6) the other work that Counsel had to forgo to devote their time to this case. (De Castro Decl., ¶¶ 4-20; Desai Decl. ¶ 15; *see* also *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138 [explaining adjustment factors including multiplier for contingency risk].)

c. *The Requested Litigation Costs are Reasonable*

Plaintiff requests a cost award of up to $25,000.00. Plaintiff's Counsel advanced these expenses over the course of this litigation because they were reasonably necessary for the prosecution of the PAGA claims. (Desai Decl., ¶ 7) It is well established that contingency attorneys may recover reasonable expenses that would typically be billed to paying clients in non-

contingency matters. (*In re Omnivision*, *supra*, 559 F.Supp.2d 1036 at p. 1048.) Costs incurred for this case include for court filing fees and service fees, private mediation fees, and legal research costs. (Desai Decl., ¶ 7).

4. The Proposed Representative Enhancement Award Is Fair

Service awards in the class action context "are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." (*Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958–959.) "[A] class representative is entitled to some compensation for the expense he or she incurred on behalf of the class lest individuals find insufficient inducement to lend their names and services to the class action." (*Oracle Securities Litigation* (N.D. Cal., June 18, 1994, No. C-90-0931), 1994 WL 502054, at *1.) The same rationale applies for PAGA plaintiffs. In the present case, awarding $50,000 to Eudier Leaño is reasonable given Plaintiff's efforts in the last two years the risks they undertook on behalf of the LWDA and the Carrier-Owner Driver Group Members. Plaintiff agreed to serve as Private Attorneys General representatives to pursue this enforcement action despite not having the prospect of recovering any lost commissions through the case. He did so to serve as a voice for the Carrier Owners. (Leaño Decl., ¶ 4.) He advanced the interests of the LWDA and the Carrier-Owner Driver Group Members by regularly meeting with counsel in person and over the telephone, gathering documents, assisting counsel in identifying potential claims, communicating with other Carrier-Owner Driver Group Members, answering written discovery, preparing for mediation, and providing testimony. Plaintiff Leano's corporate entity, SLG's contract with RLM was terminated during this litigation. In addition, he experienced stress and anxiety resulting directly from RLM filing a cross-complaint against his corporate entity, SLG, LLC and potentially exposed him to have to pay the costs associated with RLM prevailing on its claim. This prospect was scary and stressful. All told, the Plaintiff Leano each spent approximately 300 hours on this case. (Leano Decl. ¶¶ 6-10.) Service awards much higher than typical are not only appropriate but necessary in this case to award Plaintiff's service in commensurate fashion.

This case also compares with *Ruiz v. XPO Last Mile, Inc.*, a wage and hour class action where the court approved a service award of $100,000 out of a $13.9 million settlement to the class representative, who was actively involved throughout the case and testified at trial, and attended multiple mediations. (*Ruiz v. XPO Last Mile, Inc* (S.D. Cal., Dec. 20, 2017, No. 5-CV-2125 JLS (KSC)) 2017 WL 6513962, at *9.) Given the two years of heavy litigation in this case, the threat of RLM's cross-complaint, and Plaintiff's corporate entity, SLG's loss of contract with RLM, the $50,000 service award is justified.

Finally, reducing the service award here would not meaningfully increase the amount distributed to the Carrier-Owner Driver Group Members. The Enhancement Award of Mr. Leaño constitutes merely 6.8% of the Gross Settlement Amount. That is eminently reasonable considering Plaintiff's long-term contributions as PAGA representative.[4]

C. The Notice to Accompany the Checks is Adequate

There is no requirement to provide notice to the Carrier-Owner Driver Group Members, nor is there a right to opt out of or object to the settlement as there would be with a class action settlement. (*Moniz*, *supra*, 72 Cal.App.5th at p. 79; *see* also *Sakkab v. Luxottica Retail N. Am., Inc.* (9th Cir. 2015) 803 F.3d 425, 436.) Nonetheless, the proposed settlement provides that the checks to the Carrier-Owner Driver Group Members be mailed with a short notice informing them about the case, why they are received a check, explaining how their settlement was calculated, an opportunity to challenge the calculation. (SA ¶ 71,1). This is more than adequate.

Moreover, Plaintiff's counsel has submitted a copy of this Motion and all accompanying papers pursuant to the LWDA at the time of filing of this Motion and will submit a copy of this Court's judgment within 10 days after entry of the judgment or order. (SA ¶¶ 65, 93.)

IV. CONCLUSION

For all the foregoing reasons, Plaintiff requests that the Court approve the settlement and enter the accompanying proposed order and judgment, retaining jurisdiction over the settlement.

[4] *See Ruiz*, *supra*, 2017 WL 6513962, at *9 [0.72% of fund]; *Kirkpatrick v. Cardinal Innovations Healthcare Solutions* (M.D.N.C. 2018) 352 F.Supp.3d 499, 507 [finding 1.3% of settlement fund in wage and hour collective settlement to be reasonable incentive award].

Respectfully submitted,

Dated: October 22, 2026

DESAI LAW FIRM, PLLC

By: /s/ *Aashish Y. Desai*
Aashish Y. Desai
Adrianne DeCastro
Attorneys for Plaintiff and the other aggrieved employees

PROOF OF SERVICE
C.C.P. §§ 1013A and 2015.5

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, Sonia Nava, declare am a resident of the State of California and employed in Orange County, California. I am over the age of eighteen years and not a party to the within-entitled action; my business address is Desai Law Firm, P.L.L.C., 3200 Bristol Street, Ste. 650, Costa Mesa, California 92626.

On October 22, 2026, I served the foregoing document(s):

PLAINTIFF'S NOTICE AND MOTION; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF UNOPPOSED MOTION TO APPROVE SETTLEMENT; DECLARATION OF DESAI ISO MOTION; DEC OF DE CASTRO ISO MOTION; DEC OF LEAÑO ISO MOTION; [PROPOSED] ORDER GRANTING APPROVAL OF SETTLEMENT; AND [PROPOSED] ORDER ENTERING JUDGMENT

[ ]	**BY MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Costa Mesa, California addressed as set forth below.
[ ]	**DELIVERY SERVICE:** by placing the document(s) listed above in a sealed Delivery Service envelope and affixing a pre-paid air bill and causing the envelope to be delivered to a Delivery Service agent for next day delivery.
[x]	**BY ELECTRONIC SERVICE THRU ONE LEGAL ONLINE COURT –** Pursuant to C.R.C. 2.251, I caused a copy of the foregoing document(s) to be uploaded to One Legal Online Court Services for electronic service on the above-referenced individuals

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Under penalty of perjury under the laws of the United States of America and the State of California that the above is true and correct.

/s/ *Sonia Nava*
Sonia Nava