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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JONATHAN QUENGA, as an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

SCORPION SERVICES, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendant.

Case No.: CIVSB2417682

*[Assigned for all purposes to the Hon.
Wilfred J. Schneider, Jr., Dept. S32]*

CLASS ACTION

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVES' SERVICE
AWARD, AND ATTORNEY'S FEES
AND COSTS**

Date: September 15, 2026
Time: 8:30 a.m.
Dept.: S32

Complaint Filed: May 28, 2024
FAC Filed: August 5, 2024
SAC Filed: November 20, 2025
Trial Date: None Set

1 TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on September 15, 2026, at 8:30 a.m., or as soon thereafter as the
3 matter may be heard in Department S32 of the San Bernardino County Superior Court, located at 247
4 West Third Street, San Bernardino, California 92415, Plaintiffs Jonathan Quenga and Robert Enriquez
5 (collectively, "Plaintiffs"), individually and on behalf of a class of similarly-situated individuals, will and
6 hereby do move this Court for entry of an Order pursuant to California Code of Civil Procedure Section
7 382 and Rule 3.769 of the California Rules of Court:

- 8 1. Confirming the certification of the Settlement Class for settlement purposes under Section 382
9 of the California Code of Civil Procedure;
- 10 2. Confirming the appointment of Plaintiffs Jonathan Quenga and Robert Enriquez as the Class
11 Representatives for settlement purposes;
- 12 3. Confirming the appointment of Daniel J. Brown of Stansbury Brown Law, PC and Manny
13 Starr and Daniel Ginzburg of Frontier Law Center as Class Counsel;
- 14 4. Granting final approval of the proposed Stipulation of Class and PAGA Settlement ("the
15 Settlement" or "Settlement Agreement");
- 16 5. Approving an award of \$50,000.00 in attorneys' fees to Class Counsel¹;
- 17 6. Approving reimbursement of \$19,480.85 in litigation costs to Class Counsel;
- 18 7. Approving an award of \$9,490.00 in costs to Apex Class Action, LLC for its settlement
19 administration services;
- 20 8. Approving a Class and PAGA Representative Service Award of \$5,000.00 each to Plaintiffs
21 Jonathan Quenga and Robert Enriquez for their services as the Class Representatives;
- 22 9. Approving PAGA Penalties of \$10,000.00, with \$7,500.00 going to the Labor & Workforce
23 Development Agency ("LWDA") and \$2,500.00 going to Aggrieved Employees; and
- 24 10. Entering final judgment in the form of the [Proposed] Final Order of Approval of Class Action
25 Settlement and Final Judgment filed concurrently herewith.

26 ¹ Class Counsel request \$50,000.00, or twenty-five percent (25%) of the Gross Settlement Amount, rather
27 than the \$70,000.00 (thirty-five percent) contemplated by the Settlement and disclosed in the Class Notice.
28 Class Counsel have reduced the request in response to the Court's statement at the March 12, 2026
preliminary approval hearing that it was inclined to award fees of twenty-five percent in light of the
settlement's value and Defendant's verified inability to pay. The reduction increases the Net Settlement
Amount available to Participating Class Members by \$20,000.00.

1 This Motion is made on the following grounds: (1) the Settlement Class continues to meet the
2 requirements for class certification for settlement purposes only under Code of Civil Procedure § 382; (2)
3 Plaintiffs and Class Counsel continue to be adequate representatives of the Settlement Class; (3) the
4 Settlement is a fair, adequate, and reasonable compromise of disputed wage and hour claims; (4) the
5 requested awards of attorneys' fees and costs, Class Representative Service Award, PAGA Penalties, and
6 settlement administration costs are all fair, adequate, and reasonable; and (5) in light of the foregoing, the
7 [Proposed] Final Order of Approval of Class Action Settlement and Final Judgment submitted herewith
8 should be entered so as to give finality to, and allow for disbursements from, the Settlement.

9 This motion is based on this Notice; the attached Memorandum of Points and Authorities; the
10 supporting declarations of Daniel J. Brown, Gregory K. Okada, Jonathan Quenga, Robert Enriquez, the
11 Declaration of Manny Starr on behalf of Frontier Law Center, and the Declaration of Tarus Dancy of Apex
12 Class Action, LLC, and the exhibits attached thereto; the Settlement Agreement; all other pleadings and
13 papers on file in this action; and on any further oral or documentary evidence or argument presented at the
14 time of hearing.

15 Defendant Scorpion Services, Inc. does not intend to oppose this Motion, and given the
16 multiplicity of issues addressed in this Motion, Defendant indicated approval of Plaintiffs'
17 expressed need to exceed the 20-page limit set forth in California Rule of Court 3.764(c)(2).
18 Therefore, Plaintiffs respectfully request that the Court consider Plaintiffs' memorandum of
19 points and authorities, which is 22 pages in length.

20
21
22
23 Dated: August 21, 2026

Respectfully submitted,
STANSBURY BROWN LAW, PC

24 By: 
25 Daniel J. Brown
26 Gregory K. Okada
27 Attorneys for Plaintiffs
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Jonathan Quenga and Robert Enriquez (“Plaintiffs”) submit this memorandum of points and authorities in support of their motion for final approval of the class action settlement with Scorpion Services, Inc. (“Defendant”) (collectively, Plaintiffs and Defendant are referred to as “the Parties”) on behalf of all current and former California non-exempt employees of Defendant who worked for Defendant at any time from October 1, 2023 through November 11, 2025 (the “Class Period”) (“Settlement Class Members”) who did not opt out of the settlement (“Participating Settlement Class Members”). Participating Settlement Class Members will receive automatic payments without the need to submit a claim form, resulting in an average class Participating Settlement Class Member payment of approximately \$196.17 to each Participating Settlement Class Member. The largest Participating Settlement Class Member payment is approximately \$835.75. In addition, Participating Settlement Class Members who also qualify as Aggrieved Employees will receive additional compensation for the release of the PAGA claim discussed below, with an average PAGA Amount payment of \$4.85 and the highest PAGA Amount payment of \$20.49.

This is a reasonable resolution of the disputed wage and hour claims in this case, especially in light of the significant litigation risks that Plaintiffs faced especially considering the limited release in the Settlement and Defendant’s documented financial constraints. Since this Court granted preliminary approval on March 12, 2026, nothing has changed to impact the propriety, fairness, adequacy, and reasonableness of the Settlement. Moreover, after receiving notice of the proposed Settlement and projected Participating Member Payments, to date, not a single Settlement Class Member has filed an objection to the Settlement or opted out of the Settlement.

As explained below, the Court should grant Plaintiffs’ motion in its entirety because: (1) the Settlement Class continues to meet the requirements for the class certification for settlement purposes under California Code of Civil Procedure (“CCP”) § 382; (2) the Settlement warrants final approval because it is a fair, adequate, and reasonable compromise of the disputed claims in this case; and (3) the amounts requested for Class Counsel’s attorneys’ fees and costs, Plaintiffs’ Class and PAGA Representative Service Award, PAGA Penalties, and settlement administration costs are all fair, adequate, and reasonable. Class Counsel have also reduced their requested attorneys’ fees from thirty-

1 five percent to twenty-five percent of the Gross Settlement Amount, and their requested Class
2 Representative Service Payments from \$7,500.00 to \$5,000.00 each, in response to the Court's
3 comments at the preliminary approval hearing. Those reductions increase the Net Settlement Amount
4 available to Participating Class Members by \$25,000.00.

5 In light of the foregoing, this Court should enter the [Proposed] Final Order of Approval of Class
6 Action Settlement and Final Judgment submitted herewith.

7 **II. FACTUAL AND PROCEDURAL BACKGROUND**

8 **a. The Parties**

9 Defendant is a California corporation in the security industry that provides security guards and
10 technology to both private and public sector clients. (See Declaration of Daniel Brown In Support of
11 Plaintiffs' Motion for Final Approval of Class Action Settlement ["Brown Decl."], ¶ 8.) Plaintiff Jonathan
12 Quenga worked for Defendant from approximately 2022 to approximately 2023 as a security guard. (*Id.*;
13 Declaration of Jonathan Quenga In Support of Plaintiffs' Motion for Preliminary Approval of Class
14 Action Settlement ["Quenga Decl."], previously filed on February 9, 2026, and attached to Brown Decl.,
15 ¶ 8, as Exhibit H, ¶¶ 2-3.) Plaintiff Robert Enriquez worked for Defendant from approximately 2017 to
16 approximately 2024 as a security guard. (Declaration of Robert Enriquez In Support of Plaintiffs' Motion
17 for Approval of Class Action Settlement ["Enriquez Decl."], previously filed on February 9, 2026, and
18 attached to Brown Decl., ¶ 8, as Exhibit G, ¶¶ 2-3.) Like the vast majority of non-exempt employees,
19 both Plaintiffs worked for Defendant on an hourly basis. Plaintiffs' primary duties were providing
20 security services at residential complexes, patrolling the premises, responding to disturbances and
21 observing and reporting the conditions on the premises. (Quenga Decl., ¶ 2, Enriquez Decl., ¶ 2.)
22 Plaintiffs were subject to Defendant's wage and hour policies that are at issue in this action. (*Id.*)

23 **b. Procedural History**

24 On May 28, 2024, Plaintiff Quenga commenced this Action by filing a Complaint alleging
25 causes of action against Defendant for: (1) Minimum Wage Violations; (2) Failure to Pay All Overtime
26 Wages; (3) Meal Period Violations; (4) Rest Period Violations; (5) Waiting Time Penalties; (6) Wage
27 Statement Violations; (7) Unfair Competition; and (8) Failure to Reimburse Necessary Business
28 Expenses. On August 5, 2024, Plaintiff Quenga filed a First Amended Complaint, alleging all causes of
action against Defendant that were alleged in the May 28, 2024 Complaint and adding a ninth cause of

1 action for Civil Penalties Under PAGA.

2 On May 15, 2024, Plaintiff Enriquez commenced a separate action by filing a Complaint on an
3 individual basis alleging causes of action against Defendant for: (1) Failure to Provide Compliant Meal
4 Periods; (2) Failure to Provide Compliant Rest Periods; (3) Failure to pay for All Hours Worked; (4)
5 Failure to Pay All Overtime Owed; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7)
6 Violations of Unfair Competition Law, and; (8) a representative claim for civil penalties under the
7 PAGA. On November 20, 2025, the Court granted the Parties' stipulation to add Plaintiff Enriquez as a
8 named plaintiff in this matter, and Plaintiffs filed their Second Amended Complaint ("SAC") on
9 November 20, 2025. The SAC is the operative complaint. The Complaint, FAC, and SAC are together
10 referred to herein as the "Action." (Brown Decl., ¶ 9.)

11 As explained in detail in the Motion for Preliminary Approval at 12:5–19:14, Plaintiffs' primary
12 theories of liability relate to: (1) rounding and off-the-clock work violations; (2) failure to reimburse
13 necessary business expenses; (3) meal period violations; (4) rest period violations; (5) wage statement
14 violations, including facially deficient wage statements; and (6) waiting time penalties. Plaintiffs also
15 sought civil penalties under the Private Attorneys General Act ("PAGA"). (Brown Decl., ¶¶ 9-16.)

16 Specifically, Plaintiffs alleged that they and other non-exempt employees would routinely be
17 required to remain on the premises after their scheduled shift until an employee scheduled to relieve
18 them of their duties arrived so they could leave their posts. (Brown Decl., ¶ 10.) Moreover, Defendant
19 also impermissibly rounded employees' work time. (*Id.*) This policy is evidenced by the fact that shift
20 start and stop times are rounded to the quarter hour despite Defendant capturing employees' actual start
21 and stop times on phone apps employees were required to record their time. (*Id.*) This is also evidenced
22 by Defendant's own written policy stating that Defendant pays to the "nearest 15-minute increment."
23 (*Id.*)

24 Moreover, throughout the Class Period, Plaintiffs and the putative class were not reimbursed for
25 the use of their cellular phones. Specifically, Plaintiffs allege the putative class members were not
26 provided radios and instead were required to use their cellular phones to communicate with supervisors
27 stationed at different locations and community members and staff at the locations at which they were
28 stationed. (Brown Decl., ¶ 11.) Moreover, employees were required to download an app on their phones
to record their time. (*Id.*)

1 As to meal period violations, Defendant required security guards to take unlawful on-duty meal
2 periods, but did have security guards sign on-duty agreements. (Brown Decl., ¶ 12.) Indeed, Plaintiffs
3 were specifically told by their supervisor they could not leave the facility during their shift, and
4 Defendant's records make clear that, while meal periods were recorded, the time was not deducted from
5 employees' compensable worktime on 60.2% of shifts, evidencing the meal periods were on duty. (*Id.*)
6 Defendant's records also evidence that 96% of shifts over 10.0 hours did not contain a second meal
7 period. (Brown Decl., ¶ 12.)

8 As to rest periods, Plaintiffs alleged Defendant failed to provide off-duty rest periods to putative
9 class members for the same reasons they failed to provide compliant meal periods. (Brown Decl., ¶ 13.)
10 Moreover, Defendant also failed to pay any rest period premium wages per Labor Code Section 226.7
11 and Defendant failed to maintain any pay code for paying rest period premium wages per Labor Code
12 Section 226.7. (*Id.*)

13 With respect to wage statement violations, Plaintiffs contend that for each pay period in which
14 there is a meal or rest period violation or off-the-clock violation, Plaintiffs and other putative class
15 members would have received a non-compliant wage statement. (Brown Decl., ¶ 14.) Plaintiffs also
16 contend that they were not paid all wages owed at the end of their employment, including premium
17 wages. (Brown Decl., ¶ 15.)

18 Lastly, Plaintiffs seek civil penalties under the PAGA as a result of the foregoing alleged Labor
19 Code violations. (Brown Decl., ¶ 16.)

20 As explained *infra* and in Plaintiffs' Motion for Preliminary Approval, Defendant denied
21 Plaintiffs' claims and asserted several affirmative defenses, both on the merits and with respect to class
22 certification.

23 **c. Mediation, Settlement and Preliminary Approval**

24 On June 4, 2025, after extensive research and analysis, including Class Counsel's detailed
25 analysis of Defendant's potential exposure, the Parties privately mediated the Action with respected
26 wage and hour class action mediator Nikki Tolt, Esq. (Brown Decl., ¶ 17.)

27 During mediation, the Parties vigorously debated their opposing legal positions, the likelihood
28 of certification of Plaintiffs' claims, and the legal basis for the claims and defenses for the claims alleged
by Plaintiffs. (Brown Decl., ¶ 17.) The Parties subsequently worked diligently to negotiate and

1 memorialize the terms on the long form Settlement Agreement and engage in confirmatory financial
2 discovery. (*Id.*)

3 Plaintiffs submitted the Settlement to the Court with their Motion for Preliminary Approval on
4 February 9, 2026. (Brown Decl., ¶ 18.) On March 12, 2026, the Court issued an Order Granting
5 Preliminary Approval of the Settlement. (Brown Decl., ¶ 9, Exh. A [Order Granting Plaintiffs' Motion
6 for Preliminary Approval of Class and Representative Action Settlement, dated March 12, 2026].)

7 **III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS**

8 **a. Settlement Class Definition**

9 The Settlement Class encompasses all non-exempt employees who worked for Defendant at any
10 time during the period of October 1, 2023, through November 11, 2025 (the "Class Period"). (*See* Brown
11 Decl., ¶¶ 17, Exh. B, ¶ 1.12; 8 [Class Action and PAGA Settlement Agreement and Class Notice
12 ["Settlement" or "Settlement Agreement"] which Plaintiffs attached as Exhibit 1 to the Declaration of
13 Daniel J. Brown In Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement
14 filed with this Court on February 9, 2026, and reattached to the Brown Decl. as Exhibit B.) The Class
15 Period stated above reflects Defendant's election under paragraph 8(b) of the Settlement. The Settlement
16 estimated 13,333 Class Workweeks and provided that if the actual number exceeded 14,000, Defendant
17 could elect either to increase the Gross Settlement Amount pro rata or to end the Class Period as of the
18 date the total reached, but did not exceed, 13,333 Workweeks. After the Class Data was finalized, the
19 actual workweek total exceeded 14,000, the Escalator Clause was triggered, and Defendant elected the
20 second option, ending the Class Period on November 11, 2025. (Settlement, ¶¶ 1.12, 8; Declaration of
21 Tarus Dancy on Behalf of Apex Class Action, LLC In Support of Final Approval of Class Action
22 Settlement ["Dancy Decl."] ¶ 7.) The final Class Data reflects 515 Class Members who worked 13,333
23 Class Workweeks during the Class Period as so shortened. (*Id.*)

24 **b. Aggrieved Employee Definition**

25 Aggrieved Employees encompasses all non-exempt employees who worked for Defendant at
26 any time during the period of October 1, 2023, through March 12, 2026 (the "PAGA Period"). The
27 Escalator Clause operates only on the number of Class Workweeks in the Class Period, and paragraph
28 8 of the Settlement provides that there shall be no adjustment to the LWDA PAGA Payment or the
Individual PAGA Payments. The PAGA Period therefore was not shortened and remains as

preliminarily approved, and the Class Notice mailed to Class Members and Aggrieved Employees so states. (See Brown Decl., ¶ 17, Exh. B, ¶¶ 1.4, 1.31, 8; Dancy Decl., ¶ 7.)

c. Monetary Terms

The Settlement provides for Defendant to pay a Gross Settlement Amount (“GSA”) of Two Hundred Thousand Dollars (\$200,000.00). (See Brown Decl., ¶ 17, Exh. B, Settlement, ¶ 3.1; Dancy Decl., ¶ 17.) The Net Settlement Amount (“NSA”) is the amount remaining from the Gross Settlement Amount after deducting requested attorneys’ fees (\$50,000.00) and verified costs (\$19,480.85), the proposed Class Representative Service Awards to Plaintiffs (\$5,000.00 + \$5,000.00 = \$10,000.00), the settlement administration costs (\$9,490.00), and the PAGA Penalties (\$10,000.00, consisting of the LWDA PAGA Payment of \$7,500.00 and the Individual PAGA Payments of \$2,500.00). (Dancy Decl., ¶ 17; Settlement, ¶ 1.28.) Based on these requested amounts, the NSA is \$101,029.15, the entirety of which is distributed to Participating Class Members as Individual Class Payments based on their proportionate share of Class Workweeks. (*Id.*) The Individual PAGA Payments of \$2,500.00 to Aggrieved Employees are part of the \$10,000.00 in PAGA Penalties deducted from the Gross Settlement Amount. (Settlement, ¶¶ 1.28, 3.2.5.)

Individual Class Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees will be distributed as follows: after making the above deductions, the NSA shall be distributed to each Participating Settlement Class Member based on their proportionate share of Class Workweeks, by (a) dividing the NSA by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. (Settlement, ¶ 3.2.4.) The Settlement defines a “Workweek” as any week during which a Class Member worked for Defendant for at least one day, during the Class Period. (Settlement, ¶ 1.45.) Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the PAGA Penalties shall be distributed to Aggrieved Employees based on their proportionate share of PAGA Pay Periods by (a) dividing the amount of Aggrieved Employees’ 25% share of PAGA Penalties (\$2,500.00) 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. (Settlement, ¶ 3.2.5.) A “PAGA Pay Period” is defined as any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. (Settlement, ¶ 1.30.)

Individual Class Payments will be classified as twenty percent (20%) wages subject to W-2 reporting and normal payroll withholdings, and eighty percent (80%) designated as non-wages subject to IRS Form 1099 with no withholding. (Settlement, ¶ 3.2.4.1.) Additionally, 100% of the Individual PAGA Payments paid to Aggrieved Employees shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. (Settlement, ¶ 3.2.5.2.) Defendant's share of payroll taxes shall be paid by Defendant separately from and in addition to the Gross Settlement Amount. (Settlement, ¶ 3.1.)

d. Summary of Notice Process

On March 16, 2026, Plaintiffs' Counsel provided Apex Class Action, LLC ("Apex"), the Settlement Administrator, Court-approved content to send Class Notice. (Dancy Decl., ¶ 4.) On April 8, 2026, Apex received a data file from Defense Counsel that contained names, social security numbers, last known mailing addresses, telephone number and employment dates for each Class Member ("Class List") during the Class and PAGA Periods. (*Id.* at ¶ 5.) On April 13, 2026, Apex provided Defense Counsel with a list of questions and discrepancies regarding the class data to enable Apex to proceed with the preliminary calculations for the initial mailing. (*Id.* at ¶ 6.) After providing resolutions to the identified data discrepancies, Apex ultimately determined that the Escalator Clause was triggered. (*Id.* at ¶ 7.) The final Class List contained five hundred fifteen (515) individuals. (*Id.*) Apex conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. (*Id.* at ¶ 8.) On May 12, 2026, Apex mailed the Notice via U.S. First-Class Mail to all five hundred fifteen (515) Settlement Class Members on the Class List. (*Id.* at ¶ 9.) Following the initial mailing, fifty-eight (58) Notices were returned to Apex. (*Id.* at ¶ 10.) After attempting to locate current mailing addresses using skip tracing for the remaining fifty-eight (58) Class Notices, forty-seven (47) updated addresses were obtained, and Class Notice was promptly re-mailed to those Class Members via U.S. First Class Mail. (*Id.* at 11.) Eleven (11) Class Notices remain undeliverable since an updated address could not be obtained via skip trace. (*Id.* at ¶ 12.) The Class Notice advised Settlement Class Members that the deadline to request exclusion from, object to, or dispute the workweeks or pay periods allocated to them was July 13, 2026, which is sixty (60) days after mailing, and Settlement Class Members whose Notice was re-mailed had an additional fourteen (14) days,

through July 27, 2026. (Settlement, ¶¶ 1.43, 7.4.4, 7.5.1, 7.6, 7.7.2; Preliminary Approval Order, ¶¶ 6, 9; Dancy Decl., ¶ 11.)

As of the date of this filing, there were no objections, disputes, or requests for exclusion. (Brown Decl., ¶ 19; *see also* Dancy Decl., ¶¶ 14-16.) Accordingly, the participation rate among Settlement Class Members is 100% and the average class Individual Participating Member Payment to a Settlement Class Member is estimated to be approximately \$196.17, with the highest estimated Individual Participating Member Payment being approximately \$835.75. (Dancy Decl., ¶ 19.) In addition, Settlement Class Members who also qualify as Aggrieved Employees will receive additional compensation for the release of the PAGA claim, with an average PAGA Amount payment of \$4.85 and the highest PAGA Amount Payment of \$20.49. (Dancy Decl., ¶ 18.)

The table below outlines the details of the notice process:

Number of Class Members	515
Number of Aggrieved Employees	515
Number of Class Members who submitted a claim form	Not required
Number of opt-outs	0
Number of objections	0
Number of returned mailings	58
Number of re-mailed notices	47
Number of undelivered notices	11

e. Timing of Payments

Pursuant to the Settlement Agreement, Defendant agrees to pay a common fund of Two Hundred Thousand Dollars (\$200,000.00). (Settlement, ¶ 1.22; Dancy Decl., ¶ 17.) These payments shall be deposited with the Settlement Administrator in three (3) installments as follows: (1) \$100,000.00 was paid of preliminary approval, (2) \$50,000.00 within six months of either the first installment payment or within fifteen (15) days of Final Approval, whichever is earlier, and (3) \$50,000.00 within six months of the second installment payment. (Settlement, ¶ 4.3; Dancy Decl., ¶ 21.) The Judgment will be considered final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment, or (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. (Settlement, ¶ 1.18.) Within forty (40) calendar days of the settlement being fully

1 funded per paragraph 4.3, the Settlement Administrator will disburse Plaintiffs' Service Payments, Class
2 Counsel's litigation costs and expenses, Class Counsel's attorneys' fees, Settlement Administrator
3 expenses, and all other payments called for by this Settlement Agreement. (Settlement, ¶ 4.4.) After
4 disbursement, each Participating Member who receives a Individual Class Payment will have until the
5 void date (not less than 180 days after the date of mailing) prominently stated on the check to negotiate
6 the settlement check. (Settlement, ¶ 4.4.1.) For any Class Member whose Individual Class Payment
7 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement
8 Administrator will transmit the funds represented by these checks to San Bernardino Community
9 Service Center Inc., as the designated *cypres*. (Settlement, ¶ 4.4.3.)

10 **IV. ARGUMENT**

11 **a. This Court Should Confirm its Conditional Certification of the Settlement Class 12 for Settlement Purposes Because It Meets All of the Requirements for Class 13 Certification Under Code of Civil Procedure § 382.**

14 Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable and its
15 members are too numerous for joinder to be practical; (2) the representative and absent class members
16 share a community of interest, and questions of law and fact common to the class predominate over
17 questions unique to individual class members; (3) the representative's claims are typical of the class
18 claims; and (4) the representative will fairly and adequately represent the class' interests. (*See Richmond
19 v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470.) Here, this Court found that the Settlement Class meets
20 all the requirements for class certification for settlement purposes when it granted preliminary approval
21 of the Settlement on March 12, 2026. (Brown Decl., ¶¶ 9, 18; Exh. A.) Subsequent to the Court's order
22 granting preliminary approval, no events have cast doubt on the propriety of this determination,
23 and in fact, the reaction of the Participating Members to the notice of the Settlement has been
24 overwhelmingly supportive of the Settlement, with not a single Settlement Class Member
25 objecting to, disputing or requesting exclusion from the Settlement. (Dancy Decl., ¶ 14-16.) This
26 Court should therefore confirm its conditional certification of the Settlement Class.

27 **b. This Court Should Finally Approve the Settlement Because It Is a Fair, Adequate, 28 and Reasonable Compromise of Disputed Wage and Hour Claims**

California courts have a strong policy in favor of settlement. (*See, e.g., Stambaugh v. Superior
Court* (1976) 62 Cal.App.3d 231, 236.) Unlike individual settlements, class action settlements involve a
court approval process that exists to prevent fraud, collusion, and unfairness to class members. (*Malibu*

1 *Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79.) This approval
2 process consists of preliminary settlement approval, notice being given to Settlement Class Members,
3 and a final fairness and approval hearing being held, at which Settlement Class Members have the
4 opportunity to be heard with respect to the settlement. Now that notice has been provided to the
5 Settlement Class, Plaintiffs respectfully request that the Court finally approve the Settlement as fair,
6 adequate, and reasonable.

7 ***i. The Settlement Was Reached at Arm's Length, Through Experienced***
8 ***Counsel and an Experienced Mediator, and Was Based on Sufficient***
9 ***Information to Intelligently Negotiate a Fair Settlement in Light of the Claims***
10 ***Asserted and Risks of Continued Litigation***

11 A settlement is presumptively fair where: (i) it is reached through arm's length bargaining, (ii)
12 based on sufficient discovery and investigation to allow counsel and the court to act intelligently, (iii)
13 counsel is experienced in similar litigation, and (iv) the percentage of objectors to the settlement is small.
14 (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) In deciding whether to approve a proposed
15 settlement, a trial court has broad powers to determine if the proposed settlement is fair under the
16 circumstances of the case. (*Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438.) In exercising
17 these powers, the overriding concern is to ensure that a proposed settlement is "fair, adequate, and
18 reasonable." (*Dunk, supra*, 48 Cal.App.4th at 1801 [internal quotations omitted].) Relevant factors for
19 the Court to consider include, but are not limited to:

20 [T]he strength of plaintiffs' case, the risk, expense, complexity and likely duration
21 of further litigation, the risk of maintaining class action status through trial, the
22 amount offered in settlement, the extent of discovery completed and the stage of
23 the proceedings, the experience and views of counsel, the presence of a
24 governmental participant, and the reaction of the class members to the proposed
25 settlement. (*Id.*)

26 These factors require balancing, are non-exhaustive and, as such, trial courts should tailor the
27 factors to each case and give due regard to "what is otherwise a private consensual agreement between
28 the parties." (*Id.*)

29 "In the context of a settlement agreement, the test is not the maximum amount plaintiffs might
30 have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the
31 circumstances." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250.) Because
32 settlements inherently involve compromise, even settlements providing for substantially narrower relief
33 than likely would be obtained if the suit were successfully litigated can be reasonable because, "the public

1 interest may indeed be served by a voluntary settlement in which each side gives ground in the interest
2 of avoiding litigation.” (*Id.* [quoting *Air Lines Stewards, etc., Local 550 v. American Airlines, Inc.* (7th
3 Cir. 1972) 455 F.2d 101, 109].)

4 Here, the Settlement resulted from extensive arm’s-length settlement negotiations between
5 qualified and experienced counsel, with the assistance of a well-respected mediator, and is fair, adequate,
6 and reasonable for all Settlement Class Members. (Brown Decl., ¶ 17.) While Plaintiffs steadfastly
7 maintain that their claims are meritorious, Plaintiffs acknowledge that their position includes substantial
8 risks and uncertainty, which justifies a downward departure from the maximum exposure that Plaintiffs
9 calculated each claim carried. (Brown Decl., ¶¶ 21, 27; Pl.’s Mot. for Preliminary Approval.) Moreover,
10 Defendant’s documented financial constraints, as discussed in the preliminary approval moving papers
11 also supports settlement. (*see generally* Pl.’s Mot. for Preliminary Approval; Declaration of Verena
12 Bauer Re: Financial Hardship in Support of Approval of Settlement Agreement on behalf of
13 Defendant [“Bauer Decl.”], ¶¶ 2 – 9 filed on February 27, 2026)

14 As detailed in Plaintiffs’ Motion for Preliminary Approval, there is a significant risk of non-
15 certification and/or not prevailing on the merits with respect to each of Plaintiffs’ claims. For example,
16 as it pertains to Plaintiffs’ claims that Defendant employed a non-compliant rounding policy, Defendant
17 countered that its rounding policy was neutral on its face and thus compliant with California law. (Brown
18 Decl., ¶ 10.) Moreover, Defendant asserted its policies prohibited off-the-clock work and to the extent
19 employees had to arrive early or stay late they were specifically instructed to record this time. (*Id.*)
20 Defendant further asserted that Plaintiffs vastly overestimate the number of occurrences of rounding and
21 the amount of uncompensated time, if any, that resulted. (*Id.*)

22 In response to Plaintiffs’ allegations that Defendant did not reimburse Plaintiffs and other Class
23 Members for the use of their cell phones, Defendant countered that Class Members were not required to
24 use cell phones and that to the extent they needed to communicate, they could use landlines at the
25 facilities at which they worked. (Brown Decl., ¶ 11.) Defendant also argued that this claim is not suitable
26 for class treatment, as it would require individualized determinations as to whether each Class Member
27 incurred an expense, and, if so, how much expense each Class Member incurred. (*Id.*)

28 In response to Plaintiffs’ meal period allegations, Defendant maintained that they always
provided legally compliant first and second meal periods to Class Members and maintained and enforced

1 lawful verbal meal period policies which provide for timely and duty-free meal periods. (Brown Decl.,
2 12.) Further, to the extent meal periods were on duty, Defendant argued that this was because the nature
3 of the work prevented off-duty meal periods and employees signed lawful on-duty meal period
4 agreements. (*Id.*) Moreover, Defendant argued that its written policies were compliant to the extent they
5 did not conflict with California law. (*Id.*) Defendant further argued that this claim would not be certified
6 due to the lack of any common evidence tying together the reason that Class Members experienced a
7 first meal period violation as to the experiences of its employees varied greatly depending on the job
8 duties and location. (*Id.*) Defendant also argued that the presence of these affirmative defenses as to the
9 voluntariness of a particular meal period decision would preclude class certification. (*Id.*)

10 In regard to Plaintiffs' rest period claims, Defendant contended that they maintained legally
11 compliant rest period policies and practices throughout the Class Period, authorized and permitted all
12 rest periods to class members, and in practice did not prevent the Class Members from leaving the
13 worksite during their rest periods. (Brown Decl., ¶ 13.) Defendant further argued that Plaintiffs' rest
14 period claim is inherently unsuited for class treatment as there were no records of whether or not rest
15 periods were taken, therefore requiring an individualized inquiry into whether each class member failed
16 to take rest periods on each shift, which would devolve into an unmanageable series of mini-trials. (*Id.*)
17 Additionally, Defendant argued that since Class Members were spread out across various client
18 locations, it could not have feasibly ever been aware of any failures to exercise rest periods by its
19 employees and no employees informed them that they could not take rest periods. (*Id.*)

20 With respect to wage statement violations, Defendant argued that: (i) no violations occurred, (ii)
21 any alleged violations were not "knowing and intentional" as required by Labor Code § 226(e) pursuant
22 to *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056 (iii) no injury was suffered, and
23 (iv) the decision in *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, which holds that
24 there is no wage statement violation when the wage statements accurately reflect the compensation
25 received by an employee, shields them from liability. (Brown Decl., ¶ 14.)

26 Moreover, to the extent that Plaintiffs' waiting time penalty claim was derivative of their unpaid
27 wage claims, Defendant argued that not all former employees (if any) did, in fact, experience under
28 payment of wages (and therefore Plaintiffs' exposure was overstated). (Brown Decl., ¶ 15.) Defendant
also contended that because it possessed good-faith defenses to the underlying claims, any failure to pay

wages was not “willful” as a matter of law. (*Id.*)

Defendant also asserted a number of credible defenses to Plaintiffs’ claim for PAGA penalties. (Brown Decl., ¶ 16.) First, these penalties derive largely from the underlying wage and hour violations discussed above, which Defendant vigorously disputed, and that those defenses would apply here also. (*Id.*) Defendant also maintained that given Defendant’s good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiffs’ claims. (*Id.*) Defendant further alleged that none of the violations would be deemed knowing and intentional as there is no evidence suggesting Defendant intentionally violated the Labor Code. (*Id.*) For these reasons, Defendant argued the Court would drastically reduce any award of PAGA penalties as “confiscatory.” (*Id.*)

These considerations not only bore heavily on the negotiations leading to the Settlement, but also confirm that the Settlement is a fair, adequate, and reasonable compromise in view of the risks of further litigation. As detailed in Plaintiffs’ Motion for Preliminary Approval, Plaintiffs carefully vetted the claims at issue and conducted a detailed statistical analysis of class-wide data to arrive at the calculated damages figures. (Brown Decl., ¶¶ 10-16.) Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable in view of them.

ii. The Settlement Fairly, Reasonably, and Adequately Compensates Settlement Class Members Because Each Settlement Class Member Will Be Paid on the Extent of His or Her Injury

Individual Class Payments will be calculated based on the proportionate share of Class Workweeks, by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by each Participating Class Member’s Workweeks. (Settlement, ¶ 3.2.4.) In addition, Aggrieved Employees will also receive additional compensation for the release of their PAGA claims. (*Id.*, 3.2.5). This method of distribution compensates each Settlement Class Member based on the estimated extent of their injuries, as Settlement Class Members who worked more Class Workweeks during the Class Period, would have been subject to more of the alleged wage and hour violations than those who worked fewer Class Workweeks, and Settlement Class Members who are eligible for a portion of the PAGA Amount would be entitled to additional penalties. Thus, the formula for compensating Participating Members is fair, adequate, and reasonable, as it is tethered to the damages and penalties that could be recovered by them.

1 **iii. Absence of Any Objections Further Confirms that the Settlement is Fair,**
2 **Adequate, and Reasonable**

3 Class members' responses to a settlement is relevant in evaluating whether it merits final
4 approval. (*Dunk, supra*, 48 Cal.App.4th at 1801.) The absence of objections, disputes and requests for
5 exclusion supports a fairness presumption. (*See 7-Eleven Owners for Fair Franchising v. Southland*
6 *Corp.* (2000) 85 Cal.App.4th 1135, 1152-53 [finding 9 objections and 80 opt-outs from a class of 5,454
7 showed a "particularly impressive" favorable response from class members].) Here, not a single
8 Settlement Class Member has disputed, objected to the Settlement or opted out of the Settlement.
9 (*See Dancy Decl.*, ¶¶ 14-16.) The extremely favorable response of the Settlement Class further
10 confirms that the Settlement is fair, adequate, and reasonable.

11 **c. The Requested Award of Attorneys' Fees is Reasonable as a Percentage of the**
12 **Common Fund Confirmed by a Lodestar Cross-Check**

13 Plaintiffs and the Settlement Class, as the prevailing parties in settlement, are entitled to recover
14 their attorneys' fees and costs for their wage claims. (*See Lab. Code* §§ 226(e), 1194, and 2699(g).) Class
15 Counsel apply for an attorneys' fee award of \$50,000, or approximately twenty-five percent (25%) of
16 \$200,000.00, which is the Gross Settlement Amount. (*See Brown Decl.*, ¶ 21.) This fee is adjusted in
17 light of this Court's representations at the Preliminary Approval Hearing, in which the Court instructed
18 Class Counsel that it was inclined to reduce attorneys' fees as a result of Defendant's verified inability
19 to pay. (*Id.*) Class Counsel accordingly request twenty-five percent rather than the thirty-five percent
20 contemplated by the Settlement and disclosed in the Class Notice, a reduction of \$20,000.00 that flows
21 directly to Participating Class Members. (*Brown Decl.*, ¶ 21.)

22 **i. The Fee Award Is Justified as a Percentage of the Common Fund**

23 A fee award is justified where the legal action has produced its benefits by way of a voluntary
24 settlement. (*See, e.g., Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1290-91; *Westside Community for*
25 *Independent Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 352-53.) When a settlement results in a
26 common fund for the benefit of a class, class counsel may be awarded fees as a percentage of the common
27 fund. (*Van Vranken v. Atlantic Richfield Company*, 901 F. Supp. 294 (N.D. Cal. 1995) [stating that most
28 cases where 30-50 percent was awarded involved "smaller" settlement funds of under \$10 million].) The
California Supreme Court confirmed in *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506, that
"[t]he percentage of fund method survives in California class action cases." Specifically, the *Laffitte*

1 Court held:

2 The recognized advantages of the percentage method—including relative ease of
3 calculation, alignment of incentives between counsel and the class, a better
4 approximation of market conditions in a contingency case, and the encouragement
it provides counsel to seek an early settlement and avoid unnecessarily prolonging
the litigation—convince us the percentage method is a valuable tool that should
not be denied our trial courts.” (*Id.* at 503 [internal citation omitted].)

5 ***ii. The Lodestar Method Also Supports Class Counsel’s Fee Request***

6 In *Laffitte*, the California Supreme Court also held that trial courts have discretion to assess the
7 reasonableness of fee awards with tools such as the “lodestar cross-check,” whereby the trial court
8 calculates counsel’s lodestar and determines whether the “lodestar multiplier” needed to bring the
9 lodestar on par with the percentage of recovery is reasonable. (*Laffitte*, 1 Cal.5th at 503-06.)

10 ***1. Class Counsel’s Hours Are Reasonable***

11 The lodestar method requires the Court to determine a “touchstone” or lodestar figure based on
12 a compilation of time spent and reasonable hourly compensation for each attorney. (*Graham v.*
13 *DaimlerChrysler Corp* (2004) 34 Cal.4th 553, 579.) Generally, hours are reasonable if they were
14 “reasonably expended in pursuit of the ultimate result achieved in the same manner that an attorney
15 traditionally is compensated by a fee-paying client.” (*Hensley v. Eckerhart*, 461 U.S. 424, 431 (1983).)
16 The Court “should defer to the winning lawyer’s professional judgment as to how much time she was
17 required to spend on the case.” (*Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008);
18 *see, e.g., Ketchum v. Moses*, 24 Cal.4th 1122, 1133 (2001) [fee award should be “fully compensatory
19 [and] absent circumstances rendering the award unjust, an attorney fee award should ordinarily include
20 compensation for all the hours reasonably spent.”]; *Serrano v. Priest*, (1977) 20 Cal. 3d 25, 49 [counsel
21 are entitled to compensation for all hours reasonably expended]; *Caudle v. Bristow Optical Co.*, 224
22 F.3d 1014, 1028 (9th Cir. 2000); *Cabrales v. County of Los Angeles*, 935 F.2d 1050, 1052-53 (9th Cir.
23 1991).)²

24 ² Under California law that time records are not required of class counsel to support fee awards in class
25 action cases and that declarations by counsel as to time spent are sufficient. (*See Concepcion v. Amscan*
26 *Holdings*, 223 Cal. App. 4th 1309, 1324 (2014) [“Declarations of counsel setting forth the reasonable
27 hourly rate, the number of hours worked and the tasks performed are sufficient”]; *see also Wershba*, 91
28 Cal. App. 4th at 255 [“California case law permits fee awards in the absence of detailed time sheets.”];
see also Dunk v. Ford Motor Co., 48 Cal. App. 4th 1794, 1810 (1996) [stating that lodestar calculation
could be based on counsel’s estimate of time spent].) While declarations alone would suffice under this
authority, consistent with Plaintiffs’ Motion for Preliminary Approval of Settlement, Class Counsel have

Here, as demonstrated in the below table, Class Counsel have spent approximately 287.2 hours on this case. (Brown Decl., ¶ 22; Starr Decl., ¶ 9.)

Attorney	Rate	Hours Spent	Total Lodestar
Daniel J. Brown	\$1,019/hour	186.1	\$189,635.90
Jessica Flores	\$1,019/hour	22	\$22,418.00
Kathleen Becket	\$625/hour	26	\$16,250.00
Gregory K. Okada	\$508/hour	14.4	\$7,315.20
Manny Starr	\$750/hour	5.2	\$3,900.00
Daniel Ginzburg	\$650/hr	33.5	\$21,775.00
Total		287.2	\$261,294.10

Class Counsel's efforts, over the course of more than two years, include conducting pre-filing investigation, requesting Plaintiffs' employment records from opposing counsel, legal research and analysis regarding the merits of Plaintiffs' claims, Plaintiffs' ability to recover penalties under the PAGA, propounding formal and informal discovery, reviewing documents and data provided by Defendant prior to mediation, drafting and filing Plaintiffs' Complaint and LWDA notice letter, drafting and filing the FAC, drafting and filing the SAC, drafting a mediation brief, preparing for and attending mediation, drafting the long-form Settlement Agreement and Notice Packet documents, preparing the motion for preliminary settlement approval and supporting declarations, overseeing the notice process, preparing the motion for final settlement approval and supporting declarations, and otherwise litigating the case. (Brown Decl., ¶ 21.) Given the potential for adverse outcomes, the contingent risk borne by Class Counsel was great. As such, Class Counsel's hours expended on this case were reasonable.

2. Class Counsel's Hourly Rates Are Reasonable

The established standard when determining a reasonable hourly rate is the "rate prevailing in the community for similar work performed by attorneys of comparable skill, experience, and reputation." (*Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 979 (9th Cir. 2008) [quoting *Barjon v. Dalton*, 132 F.3d 496, 502 (9th Cir. 1997)].) This rule applies even when, as here, the attorneys representing the

submitted their detailed time records with this motion. (Brown Decl., ¶ 22; Pl.'s Mot. for Preliminary Approval at 21:26-28.)

1 named plaintiff performed the work on a contingent fee basis. (*See, e.g., Robertson v. Fleetwood Travel*
2 *Trailers*, 144 Cal.App.4th 785, 818 (2006); *Blanchard v. Bergeron*, 489 U.S. 87, 96 (1989).) The moving
3 party meets its burden in this regard by submitting “declarations evidencing the reasonable hourly rate
4 for their services.” (*Wershba*, 91 Cal.App.4th at 254-55; *Concepcion v. Amscan Holdings*, 223 Cal. App.
5 4th 1309, 1324 (2014) [“Declarations of counsel setting forth the reasonable hourly rate, the number of
6 hours worked and the tasks performed are sufficient”].) Rates are reasonable if they are “within the range
7 of reasonable rates charged by and judicially awarded comparable attorneys for comparable work.”
8 (*Children’s Hosp. and Med. Ctr. V. Bonta*, 97 Cal.App.4th 740, 783 (2002).)

9 Class Counsel Daniel Brown’s current reasonable hourly rate based on the widely used *Laffey*
10 Matrix is \$1,019 per hour.³ (See Brown Decl., ¶ 25; Exh. D [*Laffey* Matrix].) Former associate Jessica
11 Flores’ reasonable hour rate based on the widely used *Laffey* Matrix is \$1,019 per hour. (*Id.* at ¶ 23.)
12 Former associate Kathleen Becket’s current reasonable hourly rate based on the widely used *Laffey*
13 Matrix is \$625 per hour. (*Id.* at ¶ 24.) Attorney Gregory Okada’s current hourly rate based on the widely
14 used *Laffey* Matrix is \$508 per hour. (*Id.* at ¶ 25.) The billing rates used are reasonable in light of the
15 hourly rates identified based on years of experience in the *Laffey* Matrix, submitted concurrently
16 herewith. (*Id.*) Courts routinely rely on the *Laffey* Matrix as an objective measure of reasonable attorney
17 fee rates. (*See e.g., Syers Properties III, Inc. v. Rankin*, 226 Cal.App.4th 691, 701-702 (2014) [approving
18 the trial court’s use of the locally-adjusted *Laffey* Matrix as the “reasonable market rate” for attorney
19 fees].)

20 Moreover, Class Counsel has been routinely approved at or above the standard *Laffey* rates by
21 numerous courts across California. (Brown Decl., ¶ 25; see *Parkinson v. Hyundai Motor America*, 796
22 F.Supp.2d 1160, 1172 (C.D. Cal. 2010) [holding that the trial court may “find hourly rates reasonable
23 based on evidence of other courts approving similar rates”].)

24 3. The Fee Request Is Justified Without The Use Of A Multiplier

25 As stated, Class Counsel Daniel Brown spent approximately 186.1 hours on this case at a rate

26 ³ It is appropriate to award contingency fee counsel at their current hourly rate as opposed to the rate at
27 the time the work was done. (*See Robles v. Employment Development Dept.* (2019) 38 Cal.App.5th 191
28 [Directing the trial court on remand: “To account for the lengthy delay in obtaining a fee award for the
work associated with *Robles I*, the court on remand should use current prevailing hourly rates (or,
alternatively, should use lower hourly rates but award interest thereon from the date those services were
rendered) [citation].”])

of \$1,019.00 per hour. (Brown Decl., ¶¶ 22 - 25; Exh. C [timesheets].) Former associate Jessica Flores spent approximately 22 hours on this case at a rate of \$1,019.00 per hour. (*Id.*) Former associate Kathleen Becket spent approximately 26 hours on this case at a rate of \$625.00 per hour. (*Id.*) Attorney Gregory Okada spent approximately 14.4 hours on this case at a rate of \$508.00 per hour. (Brown Decl., ¶ 6; Declaration of Gregory Okada In Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement [“Okada Decl.”], ¶ 7; Exh. A [timesheets].) Frontier Law Center, also Class Counsel of record, incurred a lodestar of approximately \$25,675.00 for 38.75 hours. (Declaration of Manny Starr In Support of Plaintiffs’ Motion for Final Approval [“Starr Decl.”], ¶ 9, Exh. 4.) Class Counsel’s combined lodestar is therefore approximately \$261,294.10. The requested fee of \$50,000.00 is approximately 19% of that lodestar, a negative multiplier of approximately 0.19. Class Counsel seek no multiplier and instead request substantially less than their lodestar. (Brown Decl., ¶¶ 21-25; Starr Decl., ¶ 9.)

Class Counsel’s previous experience in litigating wage and hour class actions also supports the reasonableness of the fee request. (*See* Brown Decl., ¶¶ 2-6, 21-25; Okada Decl., ¶¶ 1-5, 8.) Class Counsel is well-versed in wage and hour class action litigation, with substantial experience litigating claims for unpaid wages, meal and rest period violations, and related penalties. (*Id.*) Class Counsel has also been certified as class counsel in numerous other cases. (*Id.*) Class Counsel’s experience in similar matters was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of the Settlement. (*Id.*) The quality of Class Counsel’s work, and the efficacy and dedication with which it is performed, should be compensated. Because it is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, a fee award of \$50,000.00 is reasonable. (*Id.*)

d. The Requested Cost Amount Warrants Final Approval as Fair, Adequate, and Reasonable

Class Counsel has incurred more than \$19,380.85 in litigation costs and expects to incur at least \$100 in additional costs, including the filing of the instant motion and future status reports, for total costs of \$19,480.85. (*See* Brown Decl., ¶ 26; Exh. E [costs summary].) Class Counsel’s request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred. (*Id.*) Moreover, the costs Plaintiffs seek are the types of costs routinely approved by courts. (*Id.*; *see, e.g., Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19 [counsel should recover “those out-of-pocket expenses that would normally be charged to a fee paying client”]; *Ashker v. Sayre* (N.D. Cal. 2011), No. 05-03759

CW, 2011 WL 825713, at * 3 [“costs of reproducing pleadings, motions and exhibits are typically billed by attorneys to their fee-paying clients” and are reimbursable]; *Trustees of Const. Industry & Laborers Health and Welfare Trust v. Redland Ins. Co.* (9th Cir. 2006) 460 F.3d 1253, 1258-59 [legal research costs are reimbursable]; *In re Immune Response Securities Litigation* (S.D. Cal. 2007) 497 F. Supp. 2d 1166, 1177-78 [mediation expenses, consultant and expert fees, legal research, copies, postage, filing fees, messenger and overnight delivery costs are reimbursable].) Because the expense reimbursements requested by Class Counsel were reasonably incurred, and no Settlement Class Member has objected to them, the Court should grant the request for costs. Class Counsel’s costs are allocated between the two firms as follows: \$16,398.06 advanced by Stansbury Brown Law, PC, and \$3,082.79 advanced by Frontier Law Center. (Brown Decl., ¶ 26, Exh. E; Starr Decl., ¶ 9, Exh. 5.) In addition, and consistent with rule 1.5.1 of the California Rules of Professional Conduct, Class Counsel disclosed to Plaintiffs in writing the Joint Prosecution and Attorney Fee Division Agreement governing the division of any fee award between Stansbury Brown Law, PC and Frontier Law Center, and Plaintiffs consented to that division in writing. (Brown Decl., ¶ 26.)

e. The Court Should Finally Approve the Requested Settlement Administration Costs

Plaintiffs also request that the Court approve \$9,490.00 in settlement administration costs to the Settlement Administrator, Apex Class Action, LLC. (*See* Settlement, ¶ 3.2.3.) As detailed in the declaration of Tarus Dancy, submitted herewith, Apex performed duties in connection with this Settlement that were integral in effectuating the Settlement and the Notice process. Among other things, Apex calculated each Settlement Class Member’s Individual Class Payment, formatted Class Notices for mailing, mailed Class Notices to 515 potential Settlement Class Members, kept the Parties informed of any objections, disputes or requests for exclusion, and have otherwise administered the Settlement. (*See* Dancy Decl., ¶¶ 2-16, 21.) For these reasons, Apex’s requested costs are fair, reasonable, and adequate, and should be finally approved.

f. This Court Should Finally Approve Plaintiffs’ Requested Class Representative Service Award Because It Is Fair, Adequate, and Reasonable in View of Plaintiffs’ Efforts and the Risks They Assumed on Behalf of the Class

Courts routinely approve class representative service awards or enhancement payments to compensate named plaintiffs for the services they provide and the risks they incur during class action

1 litigation. (*See, e.g., Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 [upholding “service
2 payments” to named plaintiffs for their efforts in bringing the case]; *Van Vranken v. Atlantic Richfield*
3 *Co.* (N.D. Cal. 1995) 901 F. Supp. 294 [approving \$50,000 service payment].)

4 Here, Plaintiffs respectively apply for Class Representative Service Awards in the amount of
5 \$5,000 each for their service to the Settlement Class. (Brown Decl., ¶ 27.) “[I]ncentive awards are fairly
6 typical in class action cases . . . and are intended to compensate class representatives for work done on
7 behalf of the class [and] to make up for financial or reputational risk undertaken in bringing the action.”
8 (*In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1393-94 [“*In Re Cellphone*].)
9 Notably, this amount differs from the \$7,500 award contemplated in both the Settlement Agreement as
10 well as what was approved in Plaintiffs’ Motion for Preliminary Approval per this Court’s instruction
11 that it was inclined to reduce the Class Representative Service Award due to the settlement being
12 impacted by Defendant’s verified inability to pay. (Brown Decl., ¶ 7.) The amount of \$5,000 each reflects
13 this Court’s position on the previously agreed upon award. The requested Service Awards of \$5,000.00
14 each is approximately 25 times the average Individual Class Payment of \$196.17. That ratio is well within
15 the range California courts approve and is far below the roughly 44.5-to-one ratio the Court of Appeal
16 found excessive in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 805-07.

17 Plaintiff Quenga's entitlement to a Service Payment does not turn on the size of his own
18 recovery, because enhancement awards compensate the work performed and the risk assumed on
19 behalf of the class rather than the representative's position within particular class dates. (*see, e.g.,*
20 *In Re Cellphone, supra*, 186 Cal.App.4th at 1393-94.) The Class Period was shortened from the
21 period pled not because of any deficiency in his claims, but because Defendant’s verified
22 financial condition documented at preliminary approval. (Bauer Decl., ¶¶ 2-9; Dancy Decl., ¶ 7.)
23 And because the PAGA notices were served before June 19, 2024, pre-amendment PAGA
24 governs, under which Plaintiff Quenga remains an aggrieved employee based on his own
25 employment and the violations committed against him, regardless of the PAGA Period the Parties
26 negotiated. (*Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757-759.)

27 Filed concurrently herewith, the Quenga Decl. and Enriquez Decl. detail the work Plaintiffs have
28 performed to date in this case and outlines the amount of time they spent on case issues. (*See* Quenga
Decl. and Enriquez Decl., *generally*.) Plaintiffs were instrumental in obtaining this satisfactory early

1 settlement result. Specifically, they provided unique insight into the policies and procedures they were
2 subjected to by Defendant, including how wages were determined and the meal and rest period policies.
3 Moreover, they provided wage statements prior to filing the lawsuit, which allowed Class Counsel to
4 determine liability early on in this litigation without the need to propound much formal discovery which
5 helped this case settle at a relatively early posture. (Brown Decl., ¶ 27; *see, e.g., Van Vranken v. Atlantic*
6 *Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 [approving \$50,000 service payment]; *see, e.g., In re*
7 *Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 947 (9th Cir. 2015) [approving an award of \$45,000
8 in enhancement payments, which was roughly 417 times greater than average award].)

9 Further, Plaintiffs faced significant risk bringing forth this lawsuit to vindicate the rights of other
10 non-exempt workers in that, as the named plaintiffs, Mr. Quenga and Mr. Enriquez will continue to face
11 a sustained risk that employers will not hire or rehire them because they previously filed a lawsuit to
12 vindicate the rights of other workers. (Quenga Decl., ¶ 8.; *see also Ross v. U.S. Bank Nat'l Ass'n*, Civ.
13 (N.D. Cal. Sept. 29, 2010) No. 3:07-2951 SI, 2010 WL 3833922, at *3 [approving award of \$20,000 to
14 each of four named plaintiffs, based on their contributions to litigation and risk that being a class
15 representative would harm their reputation].)

16 Also, here, Plaintiffs entered into a general release releasing all claims against Defendant, as
17 opposed to the other class members who are just releasing claims alleged in the lawsuit and their release
18 is therefore of greater value to Defendant. (*Greer v. Dick's Sporting Goods, Inc.*, No.
19 215CV01063KJMCKD, 2020 WL 5535399, at *4 (E.D. Cal. Sept. 15, 2020) [noting Plaintiff's argument
20 that the general release supports the \$10,000 enhancement payment, which was approximately 65 times
21 higher than the average settlement, in approving the enhancement payment].)

22 Finally, after receiving notice of the proposed Class Representative Service Awards to Plaintiffs,
23 no Settlement Class Member objected to or disputed the proposed Award. (*See Dancy Decl.*, ¶¶ 14-16.)
24 Thus, the Class Representative Service Awards to Plaintiffs are appropriate and justified as part of the
25 Settlement, and should be finally approved.

26 **g. Notice Was Provided to the LWDA**

27 Class Counsel uploaded to the Labor and Workforce Development Agency's ("LWDA")
28 website the proposed settlement as required by statute. (Brown Decl., ¶ 29; Exh. F [LWDA Confirmation
of Submission of Settlement]; Starr Decl., Exh. 3.) If the Court grants final approval of settlement, Class

1 Counsel will also upload to the LWDA website the Court's Final Order and Judgment, as required by
2 statute. (*Id.*)

3 **V. CONCLUSION**

4 For the reasons stated herein, Plaintiffs respectfully submit that this Court should grant Plaintiffs'
5 motion in its entirety and adopt the [Proposed] Final Order of Approval of Class Action Settlement and
6 Final Judgment submitted herewith.

7 Dated: August 21, 2026

Respectfully submitted,
STANSBURY BROWN LAW, PC

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9 By: _____
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10 Attorneys for Plaintiffs
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