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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

DANIEL MUNGUIA, individually, and on behalf of other similarly situated employees and aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

MOOG INC.; and DOES 1 through 25, inclusive,

Defendant.

Case No. 24STCV11688
[related to Case No. 24STCV17560]

Honorable William F. Highberger
Department 10

**NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, CLASS COUNSEL FEES AND EXPENSES, CLASS REPRESENTATIVE SERVICE PAYMENT, AND ADMINISTRATION EXPENSES PAYMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**

Date: April 28, 2026
Time: 10:00 a.m.
Dept: 10

Complaint Filed: May 8, 2024
FAC Filed: August 22, 2025
Trial Date: Not Set

**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE THAT** on April 28, 2026 at 10:00 a.m. in Department 10 of the above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and California Labor Code section 2699(l), Daniel Munguia ("Plaintiff") will and hereby does move the Court for an Order granting final approval of the proposed class action and Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA") settlement between Plaintiff and Defendant Moog Inc. ("Defendant").

Plaintiff requests that the Court enter an Order:

1. Granting final approval of the class action and PAGA settlement;

2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"), including payment by Defendant of the Gross Settlement Amount of Two Million Dollars and Zero Cents ($2,000,000.00) equal to the amounts to pay (1) the Participating Class Members and Aggrieved Employees pursuant to the terms of the Settlement; (2) the Court-approved Class Counsel Fees and Expenses; (3) the Court-approved Representative Service Payment; (4) the Court-approved Administration Expenses Payment; and (5) the Court-approved payment to the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA;

3. Approving Class Counsel's request for thirty-five percent (35%) of the Gross Settlement Amount, i.e., Seven Hundred Thousand Dollars and Zero Cents ($700,000.00) in attorneys' fees, plus reimbursement of actual costs and expenses in the amount of Twenty-Seven Thousand One Hundred Thirty-Nine Dollars and Fifty-Three Cents ($27,139.53);

4. Approving the Class Representative Service Payment to Plaintiff in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) in recognition of his services to the Class Members;

5. Approving the Administration Expenses Payment to CPT Group, Inc. in the amount of Eleven Thousand One Hundred Dollars and Zero Cents ($11,100.00); and

8. Approving One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) to be paid to the LWDA as seventy-five percent (75%) of the Two Hundred Thousand Dollars and Zero

Cents ($200,000.00) allocated to civil penalties under PAGA.

This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court, which require approval by the Court of a class action settlement and permit the Court to extend the page limit for memoranda.

This Motion is based on the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel (Annabel Blanchard), the Class Representative (Daniel Munguia), and the Settlement Administrator (CPT Group, Inc.), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: April 6, 2026

**BLACKSTONE LAW, APC**

By: A. Blanchard
Annabel Blanchard
Attorneys for Plaintiff Daniel Munguia
and the Class

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## MEMORANDUM OF POINTS AND AUTHORITIES

### I. INTRODUCTION

Plaintiff Daniel Munguia ("Plaintiff" or "Class Representative") seeks final approval of the class action settlement reached with Defendant Moog Inc. ("Defendant"). Subject to Court approval, Plaintiff and Defendant (together, the "Parties") have settled the Released Class Claims and Released PAGA Claims as defined in the Joint Stipulation of Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") for a total amount of Two Million Dollars and Zero Cents ($2,000,000.00) ("Gross Settlement Amount"). (*See* Declaration of Annabel Blanchard in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel Fees and Expenses, Class Representative Service Payment, and Administration Expenses Payment ["Blanchard Decl."], ¶ 15, Exh. 1).

The Court conditionally certified, for settlement purposes only, the Class defined as: "All non-exempt employees employed by Defendant in California at any time during the Class Period. This also includes non-exempt employees employed via a staffing company who worked for Defendant in California at any time during the Class Period" ("Class" or "Class Members"). (Settlement Agreement, ¶ 1.5; Blanchard Decl., ¶ 12). The "Class Period" is defined as the period from December 3, 2020, through May 5, 2025. (Settlement Agreement, ¶ 1.12; Blanchard Decl., ¶ 12). The "Participating Class Members" consist of all Class Members who did not submit a timely and valid Request for Exclusion. (Settlement Agreement, ¶ 1.38; Blanchard Decl., ¶ 12). The "Aggrieved Employees" consist of "all non-exempt employees employed by Defendant in California at any time during the PAGA Period. This also includes non-exempt employees employed via a staffing company who worked for Defendant in California at any time during the PAGA Period." (Settlement Agreement, ¶ 1.4; Blanchard Decl., ¶ 12). The "PAGA Period" is defined as the period from May 8, 2023, to May 5, 2025. (Settlement Agreement, ¶ 1.37; Blanchard Decl., ¶ 12).

As discussed herein, the proposed Settlement satisfies all the criteria for final settlement approval under California law because it is fair, adequate, and reasonable. (Blanchard Decl., Exh. 1; *see also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 180 l). The response of the Class to the Settlement confirms that final settlement approval is appropriate. *There have been no objections to and only one (1) request to opt-out from* the Class Settlement. (Declaration of Laura Singh of CPT Group, With Respect to Settlement Administration and Class Notice ["CPT Group Decl."], ¶¶ 11 and 12).

Because the Settlement achieves outstanding results for the Participating Class Members, the Aggrieved Employees, and the State of California, Plaintiff respectfully requests, on behalf of the Class and without opposition from Defendant, that the Court approve the Settlement as fair, adequate, and reasonable, and enter judgment in accordance with the Settlement's terms.

Plaintiff seeks the Court's approval of an attorneys' fee award of thirty-five percent (35%) of the Gross Settlement Amount, equaling Seven Hundred Thousand Dollars and Zero Cents ($700,000.00), plus reimbursement of actual litigation costs and expenses in the amount of Twenty-Seven Thousand One Hundred Thirty-Nine Dollars and Fifty-Three Cents ($27,139.53) (together, "Class Counsel Fees and Expenses"). Class Counsel's request for an award of attorneys' fees and expenses is reasonable and appropriate in light of the outstanding work performed by Class Counsel in the matter, the contingent nature of this action, and the results achieved under the Settlement. (*See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

Plaintiff also requests the Court's approval of the amount to be paid to Plaintiff in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) ("Class Representative Service Payment") for his services on behalf of the Class. This amount proposed to be awarded to Plaintiff is fair and reasonable for the reasons Plaintiff provided in his declaration. (*See* Declaration of Plaintiff Daniel Munguia in Support of Motion for Approval of Class Action and PAGA Settlement ["Munguia Decl."] filed concurrently herewith). Courts approve incentive awards to plaintiffs when justified and appropriate to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

Finally, Plaintiff requests that the Court approve the payment of Eleven Thousand One Hundred Dollars and Zero Cents ($11,100.00) ("Administration Expenses Payment") to CPT Group, Inc. ("CPT Group" or "Settlement Administrator") as compensation for its administration services it has and will provide in connection with the Settlement. (*See, generally*, CPT Group Decl.).

In order to efficiently present the Court with adequate information to determine whether to grant final approval of the Settlement and award the Class Counsel Fees and Expenses, Class Representative Service Payment, and Administration Expenses Payment, Plaintiff also moves for an order permitting the filing of this single consolidated memorandum, although it exceeds the page limit established by California Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

## II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant is a developer of chemical and electric propulsion systems and space flight controls in Torrance, California. Plaintiff was employed by Defendant as an hourly-paid, non-exempt Process Tech Specialist from approximately January 2013 to approximately August 2023 at its location in Torrance, California. (Munguia Decl., ¶ 2).

On May 8, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") by online submission and to Defendant Moog Inc. ("Defendant") by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant. (Blanchard Decl., ¶ 2).

On May 8, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court Case No. 24STCV11688 ("Action"), thereby commencing a putative class action against Defendant. (*Id*., ¶ 3).

On July 11, 2024, Defendant removed the Action to the United States District Court for the Central District of California on the basis of CAFA jurisdiction under 28 U.S.C. § 1332(d). (*Id*., ¶ 4).

On July 15, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 Et Seq. in the action entitled *Daniel Munguia v. Moog Inc*., Los Angeles County Superior Court Case No. 24STCV17560 ("PAGA Action"), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 et seq. ("PAGA") against Defendant. (*Id*., ¶ 5).

On March 5, 2025, Plaintiff and Defendant (together, the "Parties") participated in a formal mediation conducted by Monique Ngo-Bonnici ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator's evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (Blanchard Decl., ¶ 6).

On May 13, 2025, this Action was remanded to the Los Angeles County Superior Court ("State Court") by stipulation of the Parties. (*Id*., ¶ 7).

On August 21, 2025, the Court deemed the PAGA Action and this Action related and designated this Action as the lead case. (*Id*., ¶ 8).

On August 22, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action. The Operative Complaint alleges twelve (12) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to provide one day's rest in seven, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to timely pay wages upon termination, failure to reimburse necessary business expenses, failure to provide paid sick leave and to pay accrued vacation pay, for violations of California Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations. (*Id*., ¶ 9).

On September 2, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"). (*Id*., ¶ 10).

On September 18, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval") and supporting documents. On November 24, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the terms of the Settlement Agreement, the Notice of Class Action Settlement ("Class Notice"), and the proposed administration procedures and associated deadlines. (*Id*., ¶ 11 and Exh. 3).

The Parties agree that the Class described herein may be certified for settlement purposes only. If for any reason the Settlement is not approved, the certification will have no force or effect and will immediately be revoked. The Parties further agree that certification for purposes of approving the

Settlement Agreement is in no way an admission that class certification is proper under the more stringent standard applied for litigation and that evidence of this limited stipulation for settlement purposes only will not be admissible for any purpose in this or any other proceeding.

## III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Two Million Dollars and Zero Cents ($2,000,000.00), which is exclusive of employer-side payroll taxes. (Settlement Agreement, ¶ 1.24; Blanchard Decl., ¶ 14). The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Seven Hundred Thousand Dollars and Zero Cents ($700,000.00); (2) Class Counsel's actual litigation costs and expenses, in the amount of Twenty-Seven Thousand One Hundred Thirty-Nine Dollars and Fifty-Three Cents ($27,139.53); (3) Settlement Administration Expenses in the amount of Eleven Thousand One Hundred Dollars and Zero Cents ($11,100.00); (4) Class Representative Service Payment in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00); and (5) PAGA Amount of Two Hundred Thousand Dollars and Zero Cents ($200,000.00). (Settlement Agreement, ¶¶ 1.24, 3.2.1, 3.2.2, 3.2.3, and 3.2.5; Blanchard Decl., ¶ 14). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately One Million Fifty-One Thousand Seven Hundred Sixty Dollars and Forty-Seven Cents ($1,051,760.47). (Settlement Agreement, ¶ 1.30; Blanchard Decl., ¶ 14).

The Settlement does not require Settlement Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount ("Individual Class Payment") nor does it require Aggrieved Employees to submit claims as a prerequisite to receiving their *pro rata* share of twenty-five percent (25%) of the PAGA Amount ("Individual PAGA Payment"). (Settlement Agreement, ¶¶ 1.25, 1.26, and 3.1; Blanchard Decl., ¶ 15). Individual Class Payments are calculated by the Settlement Administrator by dividing the Net Settlement Amount by the total number of Work Weeks all Participating Class Members during the Class Period and multiplying the result by each Participating Class Member's Work Weeks worked during the Class Period. (Settlement Agreement, ¶¶ 1.47 and 3.2.4; Blanchard Decl., ¶ 15). Individual PAGA Payments are calculated by the Settlement

Administrator by dividing the amount of the Aggrieved Employees' 25% share of PAGA Amount ($50,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's PAGA Pay Periods worked during the PAGA Period. (Settlement Agreement, ¶ 3.2.5.1; Blanchard Decl., ¶ 15)

Each Individual Class Payment will be allocated as twenty percent (20%) wages, and eighty percent (80%) interest and penalties. (Settlement Agreement, ¶ 3.2.4.1; Blanchard Decl., ¶ 17). The portion allocated to wages ("Wage Portion") will be reported on an IRS Form W-2 and the portions allocated to interest and penalties (together, "Non-Wage Portion") will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 3.2.4.1; Blanchard Decl., ¶ 17). The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the Wage Portion of the Individual Class Payments, and issue checks to Participating Class Members for their net payment of their Individual Class Payments. (Settlement Agreement, ¶ 3.2.4.1; Blanchard Decl., ¶ 17). Defendant will separately pay any and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments. (Settlement Agreement, ¶ 3.1; Blanchard Decl., ¶ 17). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 3.2.5.2; Blanchard Decl., ¶ 17).

Each Individual Class Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Settlement Agreement, ¶ 4.4.1; Blanchard Decl., ¶ 18). Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA Employee at issue. (Settlement Agreement, ¶ 4.4.3; Blanchard Decl., ¶ 18)

Upon the Effective Date and full funding of the entire Gross Settlement Amount, Plaintiff and all Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period. The Released Class Claims include all claims asserted in the Class Action, as amended, and/or arising from or related to the facts and claims alleged in the Class Action, as amended, or that could have been raised in the Class Action, as amended, based on the facts and claims alleged. The Released Class Claims include all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; wages related to reporting time pay; wages and/or premiums related to missed/short/late/interrupted meal periods, rest periods, and/or recovery periods; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to pay sick pay; failure to pay PTO and/or vacation; failure to provide one day's rest in seven; failure to timely pay wages during employment; failure to pay all wages due upon separation of employment; failure to reimburse necessary business expenses; wage statement violations; deductions; failure to keep/maintain accurate records including payroll records; unfair business practices related to the Released Class Claims; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related to the Released Class Claims arising under: the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 245, 246, 246.5, 248.5, 256, 510, 511, 512, 515, 516, 550, 551, 552, 554, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1199, 2800, 2802, and 2810.5); the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200, *et seq*.; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq*.; and federal common law. This release excludes the release of claims not permitted by law (collectively, "Released Class Claims"). (Settlement Agreement, ¶¶ 1.42 and 5.2).

Upon the Effective Date and full funding of the entire Gross Settlement Amount, Plaintiff, the Labor and Workforce Development Agency, and the State of California through Plaintiff as its agent/proxy, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all known or unknown claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in Plaintiff's PAGA Action Complaint, as amended, and/or in the PAGA Notice, as amended, including but not limited to, all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; wages related to reporting time pay; wages and/or premiums related to missed/short/late/interrupted meal periods, rest periods, and/or recovery periods; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to pay sick pay; failure to pay PTO and/or vacation; failure to provide one day's rest in seven; failure to timely pay wages during employment; failure to pay all wages due upon separation of employment; failure to reimburse necessary business expenses; wage statement violations; deductions; failure to keep/maintain accurate records including payroll records; unfair business practices related to the Released PAGA Claims; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related to the Released PAGA Claims arising under: the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 245, 246, 246.5, 248.5, 256, 510, 512, 515, 516, 550, 551, 552, 554, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1199, 2698, 2699 et seq., 2800, 2802, and 2810.5); and the Wage Orders of the California Industrial Welfare Commission (collectively, "Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period (Settlement Agreement, ¶¶ 1.43 and 5.3).

Upon the Effective Date and full funding of the entire Gross Settlement Amount, Plaintiff, and each of his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to have fully, finally, and forever released, and discharged the Released Parties from any and all claims, liabilities, causes of actions, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent, which Plaintiff or his heirs, administrators, executors, successors in interest, and/or assigns have incurred or expect to incur, or now own or hold, or have at any time heretofore owned or held, or may at any time own, hold, or claim to hold by reason of any matter or thing arising from any cause prior to Plaintiff's execution of the Settlement Agreement. This Release extends to any and all claims including, but not limited to, any alleged (a) violation of the National Labor Relations Act, Title VII of the Civil Rights Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act of 1990, the Federal Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act of 1990, the Fair Labor Standards Act, the California Labor Code, any applicable California Wage Order, the California Private Attorneys General Act ("PAGA") (to include, but not be limited to, acting as a PAGA representative, except with respect to the Actions defined herein), the California Equal Pay Act, the California Fair Pay Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the California Family Rights Act, the Employee Retirement Income Security Act (excluding vested benefits), the California Unfair Business Practices Act/Unfair Competition Law, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, and any state law equivalent; (b) harassment, discrimination and/or retaliation, or failure to prevent the same, on any basis protected by federal, state and/or local laws, regulations, rules, ordinances and/or orders; (c) any whistleblower or retaliation claims on the basis of any protected activity or other protected basis under federal, state and/or local laws, regulations, rules, ordinances and/or orders; (d) breach of any express or implied promise, contract or agreement (express or implied), or breach of the implied covenant of good faith and fair dealing; (e) any tort or common law claims, including wrongful discharge, intentional or negligent infliction of emotional distress, negligence, fraud, misrepresentation, defamation, libel, slander, interference with prospective economic advantage, or other tort or common law actions; (f) claims for misclassification, failure to pay wages due or other monies owed, or any other claims related to wages, hours, conditions, or compensation related to work; and (g) any other violation of local, state, or federal law, constitution, statute, regulation or ordinance, public policy, contract, or tort or common law claim, whether for legal or equitable relief, against any of the Released Parties, including but not limited to any allegations for penalties, interest, costs and fees, including attorneys' fees, incurred in any of these matters, which Plaintiff ever had, now has, or may have as of the date of Plaintiff's execution of this Agreement. All such claims, liabilities or causes of action (including, without limitation, claims for related attorneys' fees and costs) are forever barred regardless of the forum in which they may be brought. (Settlement Agreement, ¶ 5.1). Any and all rights granted under any state or federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. (Settlement Agreement, ¶ 5.1.1). Section 1542 of the California Civil Code reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
> (Ibid).

The "Released Parties" means Defendant and each of its past, present and future agents, employees, servants, officers, directors, managing agents, members, owners, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, plans, related companies/corporations and/or partnerships (including Moog Military Aircraft LLC, and Moog Military LLC), divisions, assigns, predecessors, successors, insurers, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies, common law employers, potential and alleged common law employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them. (Settlement Agreement, ¶ 1.44).

## IV. THE SETTLEMENT ADMINISTRATION PROCESS

CPT Group, Inc. has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Preliminary Approval Order.

Between December 15, 2025, and December 24, 2025, CPT Group, Inc. received the Class Data from Defendant's counsel, which contained the full name, Social Security number, last known mailing address, number of Work Weeks during the Class Period, and number of Pay Periods during the PAGA Period (collectively, "Class Data"). (CPT Group Decl. ¶ 5). The Class Data was uploaded to CPT Group, Inc.'s database and checked for duplicates and other possible discrepancies. The Class Data contained 816 individuals identified as Class Members who worked 88,491 Work Weeks during the Class Period and 615 individuals identified as Aggrieved Employees who worked 40,708 PAGA Pay Periods during the PAGA Period.

As part of the preparation for mailing, all 816 names and addresses contained in the Class Data were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Class Notice. (Id., ¶ 6). The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice. To the extent that no updated address was found in the NCOA database, the original address provided by Defendant's counsel was used for the mailing of the Class Notice. (Ibid).

On December 29, 2025, the Class Notice was mailed, via U.S. First Class Mail, to all 816 individuals contained in the Class Data. (*Id*., ¶ 7). 19 Class Notices were returned to CPT Group as undeliverable. (*Id*., ¶ 8). Three (3) returned notices were re-mailed by the post office to the forwarding address on file. CPT Group performed a computerized skip trace on the remaining returned Class Notices that did not have a forwarding address in an effort to obtain an updated address for the purpose of re-mailing the Class Notice. As a result of the skip-trace efforts and the forwarding addresses at the post office, 18 Class Notice were re-mailed to Class Members, via U.S First Class Mail. (Ibid). A total of 1 Class Notice has been deemed undeliverable as no updated address was found notwithstanding the skip tracing. (*Id*., ¶ 9).

Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the Class Notices to submit a Request for Exclusion, Objection, and/or dispute regarding Work Weeks ("Response Deadline"). (Settlement Agreement, ¶ 1.46). The Response Deadline was February 12, 2026. (CPT Group Decl., ¶ 7). The deadline to submit a Request for Exclusion, Objection, and/or dispute regarding Work Weeks was extended another 14 calendar days for those Class Members whose Class Notices were re-mailed. (Settlement Agreement, ¶ 7.4.4). The Settlement Administrator did not receive any Objections to the Settlement (CPT Group Decl., ¶ 11). The Settlement Administrator received one (1) valid Request for Exclusion, and one (1) dispute regarding Work Weeks, which dispute was later found to be invalid. (CPT Group Decl., ¶ ¶ 10, 12).

The estimated average gross Individual Class Payment is $1,286.99, the estimated highest gross Individual Class Payment is $2,738.09, and the estimated lowest gross Individual Class Payment is $11.85; the estimated average Individual PAGA Payment is $61.35, and the estimated highest Individual PAGA Payment is $127.74, and the estimated lowest Individual PAGA Payment is $1.23. (*Id*., ¶ 16).[1]

## V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

On September 17, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(l)(2). (Blanchard Decl., ¶ 19). The LWDA has not objected or otherwise responded to the submission. (Ibid).

## VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL

### A. The Legal Standard for Final Approval

Before granting final approval of a class action settlement, the Court must review the settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation,

[1] The actual average, highest, and lowest Individual Settlement Shares will be larger than the amounts stated in the CPT Group Decl. because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than $30,000 (the difference between the amount sought and the amount authorized under the Settlement, i.e., $2,860.47 will be part of the Net Settlement Amount).

the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, and the reaction of the class members to the proposed settlement. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801 ["The list of factors is not exhaustive and should be tailored to each case"]; *Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, 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; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245; *Dunk*, 48 Cal.App.4th at 1802). "The settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." (*Officers for Justice*, *supra*, 688 F.2d at 625).

**B. The Settlement Should be Finally Approved**

California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am. Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations were at all times made at arm's-length and were adversarial. (Blanchard Decl., ¶ 20). The Parties engaged in extensive informal discovery prior to reaching a settlement at the mediation. (*Id.*, ¶ 20, 21).

**C. The Settlement is Fair and Reasonable**

Courts typically assess the status of discovery in determining whether a class action settlement agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation, Defendant produced Plaintiff's employment records, a random sampling of putative class members' time and pay records as well as Defendant's relevant wage and hour policies (including, but not limited to, Defendant's policies regarding classification of employees, timekeeping, paid time off, overtime, and business travel), and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. (Blanchard Decl., ¶ 21). This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (Ibid). Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar")

Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. (Blanchard Decl., ¶ 22). At all times, Plaintiff was willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. Additionally, settlement negotiations were conducted by highly capable and experienced counsel. Class Counsel are respected members of the California State Bar with strong records of vigorous and effective advocacy and are experienced in handling complex wage and hour class action litigation. (Ibid). Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

A settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable. (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court must consider "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and factual grounds for defending the Action. Based upon Class Counsel's experience litigating similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class certification and the merits of the Action absent a settlement.

Class Counsel is aware of Defendant's defenses and arguments and have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication. (Blanchard Decl., ¶ 24). Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations of the Mediator. (Ibid).

Defendant denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the Action and further denies that class certification is appropriate for any purpose other than the Settlement. (*Id*., ¶ 25). Defendant believes that it would ultimately prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's claims. Defendant contended that Plaintiff's claims are not suitable for class certification because individual issues would predominate should this case go to trial. As with all class actions, these complex cases raise difficult management and proof issues and, accordingly, there is a significant risk that the Court may deny class certification. (Ibid).

Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. (*Id*., ¶ 26). In order to prove liability and damages, Class Counsel would need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them, and obtain declarations at great expense. Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

In light of the Parties' respective legal positions and the risks of continued litigation, the Gross Settlement Amount for resolution of the Class and PAGA claims is fair, adequate, and reasonable. (*Id*., ¶ 27).

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## VII. THE REQUESTED CLASS COUNSEL FEES AND COSTS ARE REASONABLE AND SHOULD BE APPROVED

Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e., $700,000.00) for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling Twenty-Seven Thousand One Hundred Thirty-Nine Dollars and Fifty-Three Cents ($27,139.53) incurred in the prosecution of the Action. (Blanchard Decl., ¶ 28). The requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. (Ibid).

### A. Plaintiff's Fee Request of 35% of the Gross Settlement Amount is Proper Under the Common Fund Doctrine

Courts have long recognized the "common fund" or "common benefit" doctrine, under which attorneys who create a common fund or benefit for a group of persons may be awarded their fees and costs to be paid out of the fund. (*See Serrano v. Priest ("Serrano III")* (1977) 20 Cal.3d 25, 34, quoting *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1; *Glendale City Employees' Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn.19; *Quinn v. State of California* (1995) 15 Cal.3d 162, 16 7; *see also Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

The California Supreme Court has held that, "when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys' fees out of the fund." (*Serrano III, supra,* 20 Cal.3d at 34, quoting *D'Amico,* 11 Cal.3d 1; *see also Boeing, supra,* 444 U.S. at 478 ("[A] lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole."); *Mills, supra,* 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3 explains the common fund doctrine as follows:

> Where the lawsuit results in the recovery of a fund or property benefiting others as well as plaintiff (e.g., a class action), the court has inherent

> equitable power to order plaintiffs attorney fees paid out of the common fund or property [citations]. Such fee spreading assures that all of those benefited by the litigation pay their fair share of obtaining the recovery.

The percentage-of-the-fund approach appears to be the preferred method of awarding fees in traditional common fund cases, such as this case. Where the settlement amount is a "certain or easily calculable sum of money," use of the percentage-of-the-fund method is appropriate. (*Serrano III,* 20 Cal. 3d at 35).

In *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein class counsel obtained a $19 million non-reversionary settlement on behalf of the class, the California Supreme Court approved the use of the percentage of fund or common fund method to award one-third of the settlement amount or $6,333,333.33 to class counsel for attorneys' fees. The Court stated:

> Whatever doubts may have been created by Serrano III, supra, 20 Cal.3d 25, [], or the Court of Appeal cases that followed, we clarify today that use of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion. We join the overwhelming majority of federal and state courts in holding that when class action litigation established a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created. The recognized advantages of the percentage method - including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation [] convince us the percentage method is a valuable tool that should not be denied our trial courts.

(*Laffitte*, 1 Cal.5th at 503).

In *Quinn v. State of California* (1995) 15 Cal.3d 162, 167, the California Supreme Court stated: "[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs." Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-111, the California Supreme Court recognized that the common benefit doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share."

Numerous appellate courts have found similarly. (*See e.g., Knoff v. City and County of San Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a "contingent percentage" award of attorneys' fees in a representative action as the proper exercise of the court's broad equitable powers);

*Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys' fees and expenses properly awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v. Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556, 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property in an inverse condemnation action)).

The Supreme Court noted that several courts have expressed frustration with the alternative "lodestar" approach for deciding fee awards, which usually involves wading through voluminous and often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; *see Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373, 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources. (*In re Activision Sec. Litig*., 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the percentage of the common fund approach to determine the award of attorney's fees. (*Lealao*, 82 Cal.App.4th at 30-31; *see e.g., In re Pac. Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378-79 (approving attorney's fee of 33%)).

A fee of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $700,000.00) is easily within the range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig*., 723 F. Supp. at 1378). According to Professor Newberg: "No general rule can be articulated on what is a reasonable percentage of a common fund…Usually 50 per cent of the fund is the upper limit on a reasonable fee award from a common fund, in order to assure that fees do not consume a disproportionate part of the recovery obtained for the class, though somewhat larger percentages are not unprecedented." (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel's requested fee is reasonable and falls well within the historical range of attorney's fee awards under the common fund theory. Based on Class Counsel's showing of reasonableness, the Court should approve the requested fees pursuant to the common fund approach.

**B. The Circumstances of this Case Support a 35% Fee Award**

Given the significant results achieved under the circumstances of this litigation, the requested fee award is reasonable. As discussed in *Sumitomo Copper Litigation, supra,* 74 F. Supp. 2d at 396:

> No one expects a lawyer whose compensation is contingent on the success of his services to charge, when successful, as little as he would charge a client who in advance of the litigation has agreed to pay for his services, regardless of success. Nor, particularly in complicated cases producing large recoveries, is it just to make a fee depend solely on the reasonable amount of time expended.

In that vein, this Court should consider the contingent nature of this case, the uncertainty of the outcome, the quality of the counsel, and the preclusion from other employment.

**C. The Contingent Nature of This Matter**

From the outset of the Action to the present, prosecution of this matter has involved significant financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. Class Counsel has placed its own resources at risk to prosecute this matter with no guarantee of success. The risks of this matter are apparent in that class certification would likely have been a hard-fought issue, especially given the uncertainty regarding certification of cases such as this. Moreover, even if class certification were granted over Defendant's opposition, there was no assurance that Plaintiff would succeed at trial. (Blanchard Decl., ¶¶ 25-26). Despite such challenges, Class Counsel was able to persuade Defendant that it faced significant liability exposure such that it was willing to pay $2,000,000.00 to settle the Class Members' claims

**D. The Experience, Reputation, Ability of Counsel, and Skill in Litigation**

Class Counsel has substantial experience in wage-and-hour and other class action litigation, including litigation involving the legal issues in this matter. (Blanchard Decl., ¶¶ 22, 30-32). Class Counsel's skill in developing a factual record and convincing Defendant of its litigation exposure under California law was essential to achieving the Settlement. Through its skill and reputation, Class Counsel was able to obtain a settlement that provides an outstanding result for Class Members. (*See generally* Blanchard Decl.).

**E. The Results Achieved**

The excellent results achieved by the Settlement support Class Counsel's request for attorneys' fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of which were described clearly in the Class Notice. As of the date of this Motion, Participating Class Members will be paid, on average, approximately $1,286.99 each, which is intended to compensate them for the alleged wage and hour violations they suffered during their employment. (Blanchard Decl., ¶ 16). This is a significant benefit for the Participating Class Members here as it represents a recovery for highly disputed claims. Equally important is the fact that the State of California will receive $150,000.00 for enforcement of labor laws and education of employers. (*Id*., ¶ 38).

Furthermore, the efficiency with which this litigation was conducted and resolved should be rewarded. After preparing and investigating the case prior to filing the Action, Class Counsel strongly litigated and then resolved the case in an efficient manner. The Class Members will directly benefit from the prompt and fair resolution of their claims. They will be receiving a significant award in a relatively short period of time, as opposed to waiting years to recover some undetermined amount if they succeed at trial, which is an uncertainty in itself.

**F. Preclusion of Other Employment**

As California law recognizes, Class Counsel's commitment to this litigation should not be assessed in a vacuum. (*See Serrano, supra,* 20 Cal.3d at 49). A relevant factor in determining attorneys' fees is whether the litigation required Class Counsel to forego other employment. (*See ibid*). Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. (Blanchard Decl., ¶ 30).

**G. The Requested Fees Are Also Justified Under the Lodestar Method**

Fee calculations under the lodestar method would result in a similar award, demonstrating the fairness of Class Counsel's percentage fee request. Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of various factors. (*Serrano 111, supra,* 20 Cal.3d at 48). Class Counsel's hourly rates are summarized in the Blanchard Decl. at ¶¶ 31-32.

One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. (Blanchard Decl., ¶ 32). As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). (Ibid). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. (Ibid). Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. (Ibid). This kind of class action work requires specialized learning and the willingness to take large risks. (Ibid).

Class Counsel has spent approximately 458.3 total hours litigating these claims to date.[2] (Blanchard Decl., ¶ 32). Class Counsel expects to spend another 10 hours in connection with the final approval process (including preparing for and attending the Final Approval Hearing, and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members). (*Id*., ¶ 33). In addition to time spent during litigation, reasonable hours also include the time spent before the Action was filed, including time spent interviewing the client, investigating the facts and the law, preparing the initial pleadings, as well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award should include fees incurred to establish and defend the attorney's fee claim. (*Serrano v. Priest* (1982) 32 Cal .3d 621, 639 ("*Serrano IV*")). Based on the rates of Class Counsel, the total fees incurred to date are $423,681.50. (Blanchard Decl., ¶ 32). By the conclusion of this matter, the total fees are estimated to be approximately $431,181.50. (*Id*., ¶ 33).

In cases where a common fund analysis is not used, once the court establishes the lodestar amount, it should adjust the fee award by a multiplier in order to make an appropriate fee award.

[2] In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in California to support a fee application. The court held: "Testimony of an attorney as 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." *Id.* There is no need to attach the voluminous invoices prepared in a case as a basis for an award of fees and costs. *Id.* Through Class Counsel's declaration in support of this application, however, Plaintiff presents a thorough breakdown of the hours spent and costs incurred in prosecuting this class action. Pursuant to *Martino, supra,* this presentation is sufficient to support the amount requested.

(*Serrano III, supra,* 20 Cal.3d at 48). In applying the multiplier, *Newberg on Class Actions* states that "[m]ultiples ranging from one to four frequently are awarded in common fund cases when the lodestar method is applied. A large common fund award may warrant an even larger multiplier." (4 *Newberg on Class Actions* 4th (4th ed. 2002) § 14.6). If the class members paid the fees that the market would bear, they would pay a fee of anywhere from one-third to forty-five percent of any recovery. Since this is the market rate, the lodestar calculation should be enhanced to reflect what the class members would pay on the open market. (*Lealao, supra,* 82 Cal.App.4th at 47-48).

In *Lealao,* the court held that trial courts should award lodestar fees by examining the percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 and 53). The court indicated that this is an upward adjustment and should be akin to a contingency fee recovery; the court stated, "[a]n adjustment reflecting the amount of the class recovery is not significantly different from an adjustment reflecting a percentage of that amount; and California courts have evaluated a lodestar as a percentage of the benefit." (*Id.* at 46). The *Lealao* method appears particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and the class action clients do not expect to pay an hourly fee.

The rationale of *Lealao* comports with the purpose of the multiplier. The multiplier is "primarily to compensate the attorney for the prevailing party at a rate reflecting the risk of nonpayment in contingency cases." (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138). The *Lealao* court reasoned:

> Given the unique reliance of our legal system on private litigants to enforce substantive provisions of law through class and derivative actions, attorneys providing the essential enforcement services must be provided incentives roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace, as it will otherwise be economic for defendants to increase injurious behavior. It has therefore been urged (most persistently by Judge Richard Posner) that in defining a reasonable fee in such representative actions, the law should mimic the market.
>
> In the class action context, that would mean attempting to award the fee that informed private bargaining, if it were truly possible, might have reached. The simplest way for the law to duplicate the bargain that informed parties would reach if agency costs were low is to look to fee award levels in actions brought by sophisticated private parties under the same or comparable statutes.

(*Lealao,* 82 Cal.App.4th at 47-48 (internal citations and quotations omitted)). The court added:

> [T]rial judges need the flexibility *Serrano III* provides, as it enables them to relate fee awards to the economic realities that determine the efficacy of the private enforcement contemplated by our civil justice system.
> Accordingly, we hold that, in cases in which the value of the class recovery can be monetized with a reasonable degree of certainty and it is not otherwise inappropriate, a trial court has discretion to adjust the basic lodestar through the application of a positive or negative multiplier where necessary to ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation.

(*Id.* at 49-50).

In looking at similar cases, including those set forth above, Class Counsel's requested fee comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the collective hours worked in this matter, the requested fee award would represent a 1.62 multiplier of the current total fee lodestar. In this regard, Class Counsel's fee request is reasonable.

**H. No Class Member Objected to the Requested Attorneys' Fee Award**

Class Counsel's intention to request the Court's approval for payment of attorneys' fees was clearly disclosed to each Class Member in the Court-approved Class Notice. (Blanchard Decl., ¶ 35; *see also,* CPT Group Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to the request for attorneys' fees. (CPT Group Decl., ¶ 11). It is fair to conclude that the Class approves of/does not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's request for thirty-five percent (35%) of the Gross Settlement Amount, equaling Seven Hundred Thousand Dollars and Zero Cents ($700,000.00), should be granted.

**I. Plaintiff's Cost Request is Reasonable**

Class Counsel seeks reimbursement of a total amount of Twenty-Seven Thousand One Hundred Thirty-Nine Dollars and Fifty-Three Cents ($27,139.53) in costs and expenses in this matter, which includes reasonable future costs for filing the Motion. (Blanchard Decl., ¶ 34 and Exh. 4). All costs and expenses were reasonably incurred in prosecution of this matter.

**VIII. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT TO PLAINTIFF IS REASONABLE**

The named Plaintiff should be awarded a Class Representative Service Payment in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) for his services as the Class Representative and the risks in connection with that role. (Blanchard Decl., ¶ 36). Enhancement awards in wage and hour cases typically range from $5,000.00 to $20,000.00, although some awards are higher. (Ibid). Often, multiple class representatives receive awards in the above range. (*See e.g.*, *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an enhancement request of $10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) ["We also think there is something to be said for rewarding those drivers who protect and help to bring rights to a group of employees who have been the victims of discrimination."]). Here, the requested Class Representative Service Payment is modest, reasonable, and should be approved.

Plaintiff's actions establish that: (1) he sought to protect the interests of the Class above his own personal interests; (2) the Settlement Class Members will be benefitted from his actions by receiving a payment without having to do anything; and (3) Plaintiff has put forth a significant amount of time and effort pursuing the litigation and seeing it through to resolution. (*See*, generally, Munguia Decl.; *see also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804 (discussing the criteria for determining class representative enhancement awards in concluding that a requested award of $25,000 for two class representatives was too high)).

The requested award for Plaintiff is also reasonable given the financial and personal risk he took in commencing the Action, and in light of the benefits that his actions have conferred upon the Class. (Munguia Decl., ¶ 7; *see also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp. 294, 299-300). Additionally, in considering a requested class representative enhancement award, courts take into consideration a plaintiff's reasonable fear of retaliation. (*Staton v. Boeing Co*. (9th Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend little effort to discover Plaintiff brought the lawsuit – and based thereon, decline to offer Plaintiff employment.

In sum, Plaintiff has performed considerable services on behalf of the Class during the litigation. (*See*, generally, Munguia Decl.). Class Counsel cannot understate the importance of the role of an employee who is willing to search out an attorney and step forward to assume the risk of litigation and retaliation in order to represent a class and put the interests of the class before their own interests. Plaintiff has understood that this is a class action where he is serving as the Class Representative and must protect the Class Members' interests. (*Id*., ¶ 10). Plaintiff was the catalyst to the benefit reached for the Class Members and has actively protected the Class Members' interests during the pendency of this matter and will continue to do so even if the case was required to go to trial. (Ibid). Plaintiff spent numerous hours participating in this matter by searching for an attorney, communicating with his attorneys on numerous occasions, searching for and producing relevant documents related to his employment, responding to his attorneys' inquiries, reviewing the settlement documents, and approving the Settlement on behalf of all Class Members. (*See*, generally, Munguia Decl.).

In contrast, without having to take on any of the risk incurred by Plaintiff or time spent by Plaintiff in litigating this matter, Participating Class Members will automatically be issued a payment for their claims. It appears that the Participating Class Members recognize this enhancement was justified because since the time the Class received notice of the requested Class Representative Service Payment, no one has objected to the request. Thus, the Class Representative Service Payment to Plaintiff is warranted to compensate him for his time and effort, the fear and stress associated with assuming the responsibility of serving as the Class Representative, and the concrete risks he assumed as the Class Representative.

## IX. THE REQUESTED ADMINISTRATION EXPENSES PAYMENT IS REASONABLE

In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, an Administration Expenses Payment not to exceed Eleven Thousand One Hundred Dollars and Zero Cents ($11,100.00). (Blanchard Decl., ¶ 37). CPT Group, Inc. is the approved Settlement Administrator. It is an experienced class administrator and has adequately performed the administration tasks required by the Preliminary Approval Order. (CPT Group Decl., ¶ 18 and Exh. B). Based thereon, the requested costs should be approved.

## X. THE PROPOSED LWDA ALLOCATION IS REASONABLE

Pursuant to California Labor Code Section 2699(s)(2), the Superior Court shall review and approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code § 2699(s)(2)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and should be approved. As part of the Settlement, Defendant has agreed to pay Two Hundred Thousand

Dollars and Zero Cents ($200,000.00) to settle the claims of the Aggrieved Employees brought pursuant to PAGA, of which the payment of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) (75% of the PAGA Amount) will be paid to the LWDA for education and enforcement purposes. (Blanchard Decl., ¶ 38).

It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to class members." (*Magadia v. Wal-Mart Assocs*. (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc*. (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving $10,000 in PAGA penalties out of a total settlement amount of $900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving $10,000 in PAGA penalties out of a total settlement amount of $1,250,000]; *Franco v. Ruiz Food Prods*. (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $6,900,000]). Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who are actually alleged to have suffered the California Labor Code violations. (Blanchard Decl., ¶ 39).

## XI. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE

California law vests the Court with broad discretion in fashioning an appropriate notice program. (*See* California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74). To protect the rights of absent class members, the parties must provide class members with the best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*

*Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections"]). The content and method of the notice should be designed to apprise the class members of the terms of the proposed settlement and of the class members' rights regarding the settlement. (*See Mullane*, *supra*, 339 U.S. at 314; *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323 F. Supp. 364, 378).

The Class Notice approved by the Court met these requirements: it identified the Parties and described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Class Representative Service Payment to Plaintiff, the Administration Expenses Payment to the Settlement Administrator, and the Class Counsel Fees and Expenses to Class Counsel. (Blanchard Decl., ¶ 40; *see also* Munguia Decl., Exh. A thereto). The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. It also explained how and when Class Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date for the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement. (Ibid).

**XII. CONCLUSION**

For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested Class Counsel fees to Class Counsel of $700,000.00; (2) the requested reimbursement of actual costs and expenses to Class Counsel of $27,139.53; (3) the requested Class Representative Service Payment to Plaintiff of $10,000.00; and (4) the requested Administration Expenses Payment to the Settlement Administrator of $11,100.00; and permit the filing of a memorandum that exceeds the page limit.

Respectfully submitted,

Dated: April 6, 2026

**BLACKSTONE LAW, APC**

By: A. Blanchard

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and the Class