**HAINES LAW GROUP, APC**
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
Ian T. Mallery (SBN 359132)
imallery@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

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| VICENTE SANDOVAL, as an individual and on behalf of all others similarly situated,<br><br>Plaintiff,<br><br>vs.<br><br>CYBEX SECURITY SOLUTIONS, LLC, a California Limited Liability Company; SONITROL ORANGE COUNTY, LLC, a California Limited Liability Company; and DOES 1 through 100, inclusive,<br><br>Defendants. | Case No.: 30-2024-01398109-CU-OE-CXC<br><br>[*Assigned for all purposes to the Hon. Layne H. Melzer, Dept. CX102*]<br><br>**PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA ACTION SETTLEMENT, CLASS REPRESENTATIVE ENHANCEMENT PAYMENT, ATTORNEYS' FEES AND COSTS**<br><br>Date: May 14, 2026<br>Time: 2:00 p.m.<br>Dept.: CX102<br><br>Action Filed: May 8, 2024<br>Trial Date: None Set |

PLEASE TAKE NOTICE that on May 14, 2026, at 2:00 p.m., or as soon thereafter as the matter may be heard in Department CX102 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701, Plaintiff Vicente Sandoval ("Plaintiff"), as an individual and on behalf of a class of similarly situated individuals, will and hereby does move this Court for entry of an Order pursuant to California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court:

1. Confirming the certification of the Settlement Class for settlement purposes under California Code of Civil Procedure § 382;
2. Confirming the appointment of Plaintiff Vicente Sandoval as the Class Representative for settlement purposes;
3. Confirming the appointment of Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Ian T. Mallery of Haines Law Group, APC as Class Counsel for settlement purposes;
4. Granting final approval of the proposed Stipulation of Settlement and Amendment to Stipulation of Settlement (collectively, the "Settlement Agreement" or "Settlement");
5. Approving an award of $61,666.66 in attorneys' fees to Class Counsel;
6. Approving an award of $7,611.79 in actual litigation cost reimbursement to Class Counsel;
7. Approving an award of $3,990.00 in costs to Apex Class Action Administration for its settlement administration services;
8. Approving a Class Representative Enhancement Payment of $5,000.00 to Plaintiff for his service as the Class Representative and his general release of claims;
9. Approving an award of $10,000.00 for civil penalties under the Private Attorneys General Act ("PAGA"), $7,500.00 of which will be paid to the California Labor and Workforce Development Agency ("LWDA"); and
10. Entering final judgment in the form of the [Proposed] Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement, Class Representative Enhancement Payment, and Attorneys' Fees and Costs, and Judgment (the "[Proposed] Judgment and Order") submitted herewith.

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

This Motion is based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of Matthew K. Moen, Paul K. Haines, Fletcher W. Schmidt, Ian T. Mallery, Vicente Sandoval,[1] and Norma Ayala of Apex Class Action, LLC, and the exhibits attached thereto; the Settlement Agreement; all other pleadings and papers on file in this action; and any further oral or documentary evidence or argument presented at the time of hearing.

Dated: April 20, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: 

Matthew K. Moen
Attorneys for Plaintiff

[1] Plaintiff Vicente Sandoval previously submitted his declaration in support of preliminary approval on June 5, 2025. For the Court's convenience, Plaintiff is re-submitting his declaration in connection with this Motion.

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## MEMORANDUM OF POINTS AND AUTHORITIES

## I. INTRODUCTION

Plaintiff Vicente Sandoval ("Plaintiff") submits this Memorandum of Points and Authorities in support of his Motion for Final Approval of Class Action and PAGA Action Settlement ("Settlement") on behalf of all current and former non-exempt employees who worked for Defendants Cybex Security Solutions, LLC, and Sonitrol Orange County, LLC (collectively, "Defendants") (Plaintiff and Defendants are collectively referred to as "the Parties"), in California between May 8, 2020 and September 11, 2025 (the "Class Period").

The non-reversionary $185,000.00 Settlement provides for Individual Settlement Payments to all 42 participating Settlement Class members. The average Individual Settlement Payment is approximately $2,187.98, with the highest estimated payment being $5,049.44, and the lowest estimated payment being $45.37. *See* Declaration of Norma Ayala ("Ayala Decl."), ¶ 16. The Settlement also resolves Plaintiff's representative claim under the Private Attorneys General Act, Labor Code § 2698 *et seq*. ("PAGA"), providing compensation to the State of California and 28 Aggrieved Employees. *Id*., ¶ 17. Average PAGA payments are approximately $89.28, with the highest estimated PAGA payment being $126.16, and the lowest estimated PAGA payment being $3.88. *Id*., ¶ 18. This Settlement represents an excellent result in light of the significant litigation risks and defenses raised by Defendants. Following the mailing of the Court-approved notice, no Settlement Class member objected, disputed their workweeks, or opted out, resulting in a 100% participation rate. *Id*., ¶¶ 11-14.

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

## II. FACTUAL AND PROCEDURAL BACKGROUND

Defendants specialize in the installation and repair of burglary and fire security systems for commercial buildings and businesses. Declaration of Matthew K. Moen ("Moen Decl.”), ¶ 10. Plaintiff worked for Defendants as a non-exempt “Lead Technician” since approximately November 5, 2019. Declaration of Vicente Sandoval ("Sandoval Decl.”), ¶ 2. Like all Settlement Class members, Plaintiff was employed by Defendants as a non-exempt employee during the Class Period and subject to Defendants' wage and hour policies and practices. *Id.*, ¶¶ 2-3.

On May 8, 2024, Plaintiff initiated the instant action alleging Defendants failed to: (i) pay all overtime wages; (ii) pay all minimum wages; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) reimburse necessary business expenses; (vi) issue accurate itemized wage statements; and (vii) comply with California’s Unfair Competition laws. Moen Decl., ¶ 11. On July 15, 2024, Plaintiff filed a First Amended Complaint, adding an eighth cause of action for civil penalties under the Private Attorneys General Act, Labor Code § 2698, *et seq*. (PAGA), based on the same underlying Labor Code violations. *Id*.

The Parties engaged in significant informal discovery, and Plaintiff propounded four sets of formal written discovery on Defendants prior to attending mediation. Moen Decl., ¶ 12. Through informal discovery, Defendants provided Plaintiff with timekeeping and payroll records for all putative class members. *Id*. Plaintiff then conducted an in-depth analysis of the produced data and create a class-wide exposure model for the claims at issue. *Id*. On January 27, 2025, the Parties participated in an all-day mediation with mediator Will Klatte, Esq., during which the Parties exchanged divergent views on Defendants’ liability and exposure valuations, their legal positions, and the likelihood of certification of Plaintiff’s claims. *Id*. At the close of mediation, the mediator made a mediator’s proposal to resolve all claims at issue on a class and PAGA representative basis, which the Parties ultimately accepted. *Id*. Over the following months, the Parties negotiated and executed the long-form Settlement Agreement. *Id*. Following supplemental briefing and the Parties’ execution of the Amendment to Stipulation of Settlement, the Court preliminarily approved the Settlement on October 31, 2025. *Id*., Exhibit 1 (Preliminary

Approval Order). On September 30, 2025, Plaintiff provided the LWDA with the Settlement Agreement in connection with his Supplemental Brief in Support of the Motion for Preliminary Approval. *Id.*, Exhibit 3 (LWDA Submission Confirmation); *see also* ROA # 81 (Proof of Service). Further, on October 24, 2025, Plaintiff provided notice of the Court's Preliminary Approval ruling to Defendant and the LWDA, and subsequently uploaded the Court's signed Preliminary Approval Order to the LWDA's website. *Id.*; *see also* ROA # 92.

On December 2, 2025, Apex Class Action Administration ("Apex"), the Court-appointed Settlement Administrator, mailed the Court-approved Notice Packet—comprised of the Notice of Class Action and PAGA Action Proposed Settlement, the Notice of Individual Settlement Payment, the Request for Exclusion Form, and the Objection Form—via U.S. First Class Mail to all 42 individuals on the Class List. Ayala Decl., ¶ 7, Exhibit A (Notice Packet). Settlement Class members had until February 2, 2026, to submit any disputes, objections, or requests for exclusion (the "Response Deadline"). *Id.,* ¶¶ 11-13. After the Response Deadline passed, Apex has received no objections, no requests for exclusion, and no disputes, resulting in 100% participation. *Id.*, ¶¶ 11-14.

## III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

### A. Settlement Class Definition

The Settlement Class includes: "All current and former non-exempt employees who worked for Defendants in California between May 8, 2020 and September 11, 2025 (the "Class Period")" *See* Moen Decl., Exhibit 1.

### B. Monetary Terms

Defendants will pay a non-reversionary Maximum Settlement Amount ("MSA") of $185,000.00. *See* Settlement Agreement §§ 3, 3.C. The Net Settlement Amount ("NSA") is the remainder after deducting Court-approved amounts for attorneys' fees ($61,666.66), verified cost reimbursement ($7,611.79)[2], settlement administration costs ($3,990.00), Class Representative

[2] Class Counsel's cost records reflect $7,471.83 in out-of-pocket litigation expenses incurred to date. Moen Decl., ¶ 13, Exhibit 2 (Cost Records). Plaintiff seeks reimbursement of a total of $7,611.79, which includes an additional $139.97 in reasonably anticipated future costs that

Enhancement Payment ($5,000.00), and the entire amount designated as PAGA penalties ($10,000.00). *See id.*, §§ 3, 4.A; Amendment to Stipulation of Settlement, at 2:20-3:9; Moen Decl., Exhibit 2 (Cost Records). Based on these requested amounts, the NSA is $96,731.55. *See* Ayala Decl., ¶ 15.

Apex will calculate and apportion Individual Settlement Payments from the NSA using the following formula: (1) the $2,500.00 payable to the PAGA Aggrieved Employees shall be designated as the "PAGA Amount," and will be distributed to each PAGA Aggrieved Employee proportionate to the number of pay periods that he or she worked during the PAGA Period compared to the total aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period; (2) five percent (5%) of the NSA will be designated as the "Wage Statement Amount," and distributed to each participating Settlement Class member who was employed by Defendants at any time between May 8, 2023 and the end of the Class Period, proportionate to the number of pay periods that he or she worked during the aforementioned time period by multiplying the Wage Statement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the aforementioned time period, and the denominator of which is the aggregate number of workweeks worked by all participating Settlement Class members during the aforementioned time period; and (3) the remainder of the NSA will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining NSA by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period. Settlement, § 4.B. For tax purposes, each Individual Settlement Payment will be allocated as 15%

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Plaintiff will incur for the filing and service of the Motion for Final Approval, which will be incurred following submission of this motion, and the cost of filing the Settlement Administrator's final accounting declaration, which will be prepared after disbursement of the Settlement proceeds and expiration of the check cashing deadline. *Id*. These costs are both foreseeable and necessary to fully implement the terms of the Settlement and to complete the final approval process. *Id*.

wages (subject to withholdings), and 85% interest and penalties (not subject to withholdings). *See id.*, § 4.D. The PAGA penalties payable to Aggrieved Employees will be allocated 100% to penalties (not subject to withholdings). *Id*.

**C. Summary of Notice Process**

On November 14, 2025, Defendants provided Apex with a class list containing the names, last known mailing addresses, Social Security numbers, and relevant workweek information for each potential Class Member during the Class Period. Ayala Decl., ¶ 5. After verifying and updating addresses using the National Change of Address database, Apex mailed the Court-approved Notice Packet to all 42 Class Members on December 2, 2025. *Id.* ¶¶ 6-7. Following the initial mailing, 4 Notice Packets were returned as undeliverable. *Id.*, ¶ 8. Apex performed a skip trace to locate updated addresses, resulting in the successful re-mailing of 4 Notice Packets. *Id.* Ultimately, zero Notice Packets remain undeliverable. *Id.,* ¶ 10. Settlement Class members had until February 2, 2026, to submit objections, disputes, or requests for exclusion. Ayala Decl., ¶¶ 11-13. As of the date of this Motion, Apex has received no objections, no requests for exclusion, and no disputes, resulting in a 100% participation rate. *Id.*, ¶ 14.

**D. Timing of Payments**

Defendants will deposit the MSA with the Settlement Administrator no later than thirty (30) days after the Court signs an order granting final approval of the Settlement Agreement. See Settlement Agreement §§ 2.C, 3.B. The Maximum Settlement Amount shall be deposited with the Settlement Administrator and held in an established Qualified Settlement Fund. *Id*, § 3.B.

Within 10 business days of funding, the Settlement Administrator will calculate and distribute Individual Settlement Payments to participating Settlement Class members. Settlement Agreement § 4.C. Settlement Class members will have 180 calendar days from the mailing date to cash their checks. *Id*., § 4.E. Any uncashed checks remaining after that period will be submitted to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq*., in the name of the intended recipient until such time that they claim their property. *Id*. Based on the settlement disbursement timeline, Plaintiff proposes the Court hold a final accounting hearing on or after March 8, 2027, at 2:00 p.m.

### E. <u>Scope of Class Member Releases</u>

Settlement Class members and PAGA Aggrieved Employees will release narrowly tailored claims against all Released Parties. *See* Settlement Agreement § 2. Specifically, The "Released Parties" are defined at Paragraph 2 of the Agreement; the release by participating Class Members is defined at Paragraph 2.A of the Amendment to Stipulation of Settlement; the release by PAGA Aggrieved Employees is defined at Paragraph 2.B of the Amendment to Stipulation of Settlement; and the "Release by Plaintiff" is defined in Paragraph 2.C of the Agreement.

## IV. <u>ARGUMENT</u>

### A. <u>The Court Should Confirm Certification of the Settlement Class</u>

Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable, and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest, and common questions of law and fact predominate over individual issues; (3) the representative's claims are typical of the class's claims; and (4) the representative will fairly and adequately represent the class's interests. *See Richmond v. Dart Industries, Inc*. (1981) 29 Cal.3d 462, 470. Here, the Court determined that the Settlement Class satisfies all requirements for class certification for settlement purposes when it granted preliminary approval on October 31, 2025. *See* Moen Decl., Exhibit 1. Since then, no events have undermined this determination. To the contrary, the Settlement Class has overwhelmingly supported the Settlement, with no objections and 100% participation. *See* Ayala Decl., ¶¶ 11-14. Accordingly, the Court should confirm its conditional certification of the Settlement Class.

### B. <u>The Settlement Merits Final Approval as Fair and Reasonable</u>

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

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

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

Relevant factors for the Court to consider include:

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

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

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

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

As detailed in Plaintiff's Motion for Preliminary Approval, Defendants maintain that their timekeeping policies/practices comply with California law, and that they properly compensate Settlement Class members for all hours worked. Moen Decl., ¶ 14. Defendants also maintain that this claim is not suitable for class treatment, as it requires individualized inquiries into whether any employee was required to travel or communicate with supervisors while off-the-clock, and exactly how much time each employee purportedly spent while off-the-clock on any given day, which is increasingly difficult since employees reported to work at varying work sites and off-the-clock time is inherently not recorded, resulting in an unmanageable series of mini-trials. *Id*.

In response to Plaintiff's unlawful rounding claim, Defendants contend that their rounding practice is neutral and operates in an even-handed way, which Defendants assert is lawful under the court's ruling in *See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889. Moen Decl., ¶ 15. Moreover, Defendants contend that Plaintiff could not certify this claim, as it would require individualized inquiries into each employee on a pay period by pay period basis as to whether the employee was overpaid or underpaid based on Defendants' rounding practice, resulting in an unmanageable series of mini-trials. *Id*. Finally, because *Camp v. Home Depot U.S.A., Inc*. has been granted review by the California Supreme Court, the decision is only persuasive, not binding authority, and Plaintiff faces the risk that the *Camp* holding could be reversed, rendering Plaintiff's reliance on *Camp* misplaced. *Id*.

As to Plaintiff's meal period claim, Defendants contend they maintained lawful meal period policies/practices throughout the Class Period. Moen Decl., ¶ 16. Defendants assert that their time records show substantial compliance with timely first meal periods and second meal periods. *Id*. Further, Defendants assert that there is no written policy or practice requiring employees to respond to calls and messages while taking their meal period. *Id*. Moreover, Defendants claim that most employees work on their own on a daily basis, and therefore have complete control and discretion over their meal periods and at what time they are taken. *Id*. Defendants also contend that Plaintiff's meal period claim is not suited for class certification as individual inquiries would be required to assess whether each employee was not provided a timely meal period for every meal period taken, resulting in an unmanageable series of mini-trials. *Id*.

As to Plaintiff's rest period claim, Defendants maintain they authorized and permitted the Settlement Class members to take all lawful rest periods to which they are entitled. Moen Decl., ¶ 17. Defendants assert that they did not maintain a written rest period policy or practice requiring that rest periods be combined with meal periods, that employees were free to take their rest period at the time of their choosing, and therefore this claim will fail on the merits. *Id*. Defendants also assert that this claim is unmanageable and not suited for class certification, as it requires individualized inquiries into whether each employee was authorized and permitted to take a lawful rest period and on which days, which Defendants argue Plaintiff will be unable to substantiate with any common, documentary evidence, as rest periods are not required to be recorded, resulting in an unmanageable series of mini-trials. *Id*.

Defendants maintain, with regard to Plaintiff's expense reimbursement claim, that they provided company cell phones to their employees, limiting any liability, and never required employees to purchase their own tools and any purchases were due to employee choice. Moen Decl., ¶ 18. Defendants further maintain this claim is not suited for class certification, as individual issues would predominate to determine which, if any, employees purchased tools or used their personal cell phones rather than using those provided by Defendants, resulting in an unmanageable series of mini-trials. *Id*.

With respect to Plaintiff's derivative wage statement and PAGA claims, Defendants maintain that Plaintiff's underlying claims will fail and, as a result, the derivative claims will also fail. Moen Decl., ¶ 19; *see Price v. Starbucks Corp*. (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Defendants also maintain that Plaintiff cannot show that the wage statement violations were "knowing and intentional," or that the putative class members "suffer[ed] injury" as a result of the alleged violations, as required by Labor Code § 226(e) for the imposition of wage statement penalties. Moen Decl., ¶ 19; *see* Labor Code § 226(e)(1). Moreover, Defendants maintain that this Court would exercise its discretion to substantially reduce any PAGA penalties awarded.

Moen Decl., ¶ 19; *see also* 8 Cal. Code Regs. § 13520 ("[A] good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203."); Labor Code § 2699(e)(2); *Naranjo v. Spectrum Sec. Servs., Inc.* (2023) 88 Cal.App.5th 937; *Thurman v. Bayshore Transit Mgmt., Inc*. (2012) 203 Cal.App.4th 1112, 1135; *Carrington v. Starbucks Corporation* (2018) 30 Cal.App.5th 504 (affirming reduction of PAGA penalties).

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

***2. The Settlement Compensation Is Fair, Adequate, and Proportional***

Apex will calculate Individual Settlement Payments based on each participating Settlement Class member's proportionate number of workweeks worked during the Class Period, as well as membership in the Wage Statement subclass. *See* Settlement Agreement § 4.B.iii. In addition, 25% of the $10,000.00 in PAGA penalties (i.e., $2,500.00) will be distributed to all 28 PAGA Aggrieved Employees. *See* Settlement Agreement § 4.B.i. Each PAGA Aggrieved Employee shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period compared to the aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period. *Id*., § 4.B.i

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

#### *3. The 100% Participation Rate Supports Final Approval*

The Settlement Class members' response is a relevant factor in determining whether the Settlement merits final approval. *Dunk, supra*, 48 Cal.App.4th at 1801. Moreover, the absence of objections and requests for exclusion supports a presumption of fairness. *See 7-Eleven Owners for Fair Franchising v. Southland Corp*. (2000) 85 Cal.App.4th 1135, 1152-53 (finding that 9 objections and 80 opt-outs from a class of 5,454 demonstrated a "particularly impressive" favorable response). Here, no Settlement Class members objected to the Settlement or opted out, resulting in a 100% participation rate. Ayala Decl., ¶ 14. This overwhelmingly positive response further confirms that the Settlement is fair, adequate, and reasonable.

### C. The Requested Attorneys' Fee Award Is Reasonable as a Percentage of the Maximum Settlement Amount Confirmed by a Lodestar Cross-Check

Plaintiff and the Settlement Class are entitled to recover attorneys' fees and costs for their wage claims. *See* Labor Code §§ 226(e), 1194, and 2699(g). A fee award is justified when legal action produces benefits through a voluntary settlement. *See, e.g., Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1290-91; *Westside Community for Independent Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 352-53; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 (finding that when a plaintiff secures a common fund for a group, attorneys' fees may be awarded from that fund).

California state and federal courts routinely award one-third of the settlement fund in class actions. *See Chavez v. Netflix, Inc*. (2008) 162 Cal.App.4th 43, 66, fn. 11; *Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 254 (recognizing the "percentage of recovery" method); *In re Pacific Enterprises Securities Litig*., 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award). The California Supreme Court has also endorsed the "percentage of fund" method. *See Laffitte v. Robert Half Int'l, Inc*. (2016) 1 Cal.5th 480, 506 (holding that the percentage method is a valuable tool and aligns attorney incentives with class interests).

Specifically, the *Laffitte* Court reasoned:

> The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better

> approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—convince us the percentage method is a valuable tool that should not be denied our trial courts.

*Id*., at 503 (internal citation omitted); *see also Rawlings v. Prudential-Bache Properties, Inc*., 9 F.3d 513, 516 (6th Cir. 1993) (holding that the percentage of fund method better reflects results achieved than the lodestar method and encourages early settlement); *In re Rite Aid Corp. Securities Litig*., 396 F.3d 294, 300 (3d Cir. 2005) (favoring percentage-of-recovery in common fund cases as it rewards success and penalizes failure). This is consistent with Class Counsel's experience in similar wage-and-hour class action matters. Moen Decl., ¶ 20. Here, Class Counsel seeks an attorneys' fee award of $61,666.66, representing one-third of the MSA, the same percentage sought in *Laffitte*, which is fair and reasonable based on the percentage of the recovery method. *Id*.

In *Laffitte*, the California Supreme Court held that trial courts have discretion to assess the reasonableness of fee awards with tools such as the "lodestar cross-check," whereby the trial court calculates counsel's lodestar and determines whether the "lodestar multiplier" needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte,* 1 Cal.5th at 503-06. Under the lodestar method, the court multiplies the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates, then enhances this lodestar figure by a "multiplier" to account for a range of factors, such as the contingent nature of the case and the degree of success achieved. *See Serrano, supra*, 20 Cal.3d at 48-49; *Ketchum v. Moses*, (2001) 24 Cal.4th 1122, 1132-36; *Thayer v. Wells Fargo Bank*, (2001) 92 Cal.App.4th 819, 834 ("There is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation").

Under California law, lodestar multipliers can range from 2 to 4 or even higher. *See, e.g., Chavez*, 162 Cal.App.4th at 49-50 (approving multiplier of approximately 2.5); *Coalition for L. County Planning etc. Interest v. Bd. of Supervisors*, (1977) 76 Cal.App.3d 241, 251 (approving multiplier of approximately 12.8). In class and representative actions, where the value of the benefit conferred "can be monetized with a reasonable degree of certainty," a court may "adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Consumer Privacy Cases*, (2009) 175 Cal.App.4th 545, 557.

In this case, Plaintiff's counsel has a lodestar of approximately $91,087.50, which results in a ***negative multiplier*** of 0.67 compared to the $61,666.66 fee request. Moen Decl., ¶ 21. A summary showing the number of hours of work performed by each attorney is set forth below. *Id*. The billing rates used are reasonable in view of the evidence submitted herewith, and have been previously approved by various courts throughout California.[3] *Id*., Exhibit 4 (Class Counsel's detailed hourly breakdown); Exhibit 5 (2026 *Laffey* Matrix); Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-14; Declaration of Fletcher W. Schmidt ("Schmidt Decl."), ¶¶ 2-9; Declaration of Ian T. Mallery ("Mallery Decl."), ¶¶ 2-6.

| Name | Rate | Hours | Pre-Multiplier Lodestar |
|---|---|---|---|
| Paul K. Haines<br>(19th Year Attorney) | $975 | 10.8 | $10,530.00 |
| Fletcher W. Schmidt<br>(13th Year Attorney) | $875 | 21.1 | $18,462.50 |
| Matthew K. Moen<br>(10th Year Attorney) | $775 | 59.8 | $46,345.00 |
| Ian T. Mallery<br>(2nd Year Attorney) | $450 | 35.0 | $15,750.00 |
| **Total Lodestar** | | | $91,087.50 |

As discussed above, this case presented significant risks to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and for expending considerable effort, all while working on a pure contingency basis. Class Counsel's efforts include conducting a pre-filing investigation,

[3] When setting rates, courts should utilize attorneys' "current" rates, i.e., their rates at the time of the fee application. This accounts for the delay in receiving payment, as well as lost interest and inflation. *See Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 584 (approving use of present-day rates to account for the delay in payment); *Pennsylvania v. Delaware Valley Citizens' Council for Clean Air* (1987) 483 U.S. 711, 716 ("In setting fees for prevailing counsel, the courts have regularly recognized the delay factor…by basing the award on current rates."); *Bouman v. Block*, 940 F.2d 1211, 1235 (9th Cir.1991) (affirming district court's use of current hourly rates).

analyzing Plaintiff's claims, conducting legal research and analysis, engaging in substantial informal discovery, drafting and propounding four sets of formal written discovery, reviewing class-wide documents and data produced by Defendants, extensively reviewing and evaluating the produced timekeeping and payroll records to build a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the Memorandum of Understanding, long-form Settlement Agreement, Amendment to Stipulation of Settlement, and Class Notice documents, preparing the Motions for Preliminary and Final Approval, preparing the Supplemental Brief in Support of Preliminary Approval, overseeing the Notice process, and otherwise litigating the case. Moen Decl., ¶ 22. Class Counsel will also expend future attorney time attending the hearing on this Motion, overseeing the disbursement process, and reviewing and filing the Settlement Administrator's final accounting declaration with the Court, among other tasks. *Id*. Given the considerable potential for adverse outcomes in this case, including, but not limited to, losing on class certification, the contingent risk borne by Class Counsel was great. The quality of Class Counsel's work, and the efficacy and dedication with which it was performed, should be equivalently compensated.

Class Counsel are highly experienced in litigating wage and hour class actions and collectively bring decades of experience in class and representative employment matters. *See* Moen Decl., ¶¶ 2-7, 23; *see also generally* Haines Decl., Schmidt Decl., Mallery Decl. Class Counsel have been appointed as class counsel in numerous certified class actions in both state and federal courts. *Id.* This experience was instrumental in assessing the strengths and weaknesses of Plaintiff's claims, evaluating the risks of continued litigation, and negotiating a fair and adequate resolution. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. In light of Class Counsel's skill, reputation, and substantial experience, the requested fee award of one-third of the MSA is fair and reasonable, and should be approved.

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### D. The Requested Cost Reimbursement Warrants Final Approval

Class Counsel incurred and respectfully requests reimbursement of $7,611.79 in actual litigation costs, which is more than $4,000 *less* than the $12,000.00 amount preliminarily approved by the Court in the Settlement Agreement. *See* Moen Decl., ¶ 24, Exhibits 1-2; *see* Settlement, § 3.C.4. The unclaimed portion of litigation costs will be distributed to Settlement Class members as part of the NSA. *Id*. Class Counsel's request is fair, adequate, and reasonable, as all costs are documented and reasonably incurred. *Id*., Exhibit 2; *see also* Exhibit 6 (Klatte Mediation Invoice). Courts routinely approve reimbursement for these types of litigation expenses. *See, e.g., Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19 (counsel may recover "those out-of-pocket expenses that would normally be charged to a fee-paying client"); *Ashker v. Sayre*, No. 05-03759 CW, 2011 WL 825713, at *3 (N.D. Cal. 2011) ("costs of reproducing pleadings, motions, and exhibits are typically billed by attorneys to their fee-paying clients" and are reimbursable); *Trustees of Const. Industry & Laborers Health & Welfare Trust v. Redland Ins. Co*. (9th Cir. 2006) 460 F.3d 1253, 1258-59 (legal research costs are reimbursable); *In re Immune Response Securities Litig*. (S.D. Cal. 2007) 497 F.Supp.2d 1166, 1177-78 (mediation expenses, legal research, copies, postage, filing fees, messenger, and overnight delivery costs are reimbursable).

Notably, no Settlement Class member objected to the Settlement, including Class Counsel's request for up to $12,000.00 in litigation cost reimbursement. Ayala Decl., ¶ 12. Because the requested expenses were reasonably incurred, and no objections were raised, the Court should grant Class Counsel's request for $7,611.79 in actual litigation cost reimbursement.

### E. The Court Should Finally Approve the Settlement Administration Costs

Plaintiff also requests that the Court approve $3,990.00 in administration costs to Apex Class Action Administration, the Court-appointed Settlement Administrator. Moen Decl., ¶ 25; Ayala Decl., ¶ 19, Exhibit B (Apex Invoice). As detailed in the Declaration of Norma Ayala, Apex performed all essential duties required to administer the Settlement and implement the Court-approved Notice process. Specifically, Apex verified and updated mailing addresses based on the class data provided by Defendants, translated the Notice Packets into Spanish, formatted and mailed Notice Packets to all 42 Settlement Class members, calculated each Individual Settlement Payment, and provided the Parties with regular status updates throughout the notice period. Apex also performed additional administrative tasks necessary to effectuate the Settlement, including handling skip tracing and notice remailing. *See generally* Ayala Decl. Accordingly, the requested administration costs are fair, reasonable, and consistent with the scope of work required under the Settlement Agreement and should be granted final approval.

**F. The Court Should Finally Approve the Requested Class Representative Enhancement Payment**

Courts routinely approve service awards to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. *See*, *e.g.*, *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co*. 901 F.Supp. 294 (N.D. Cal. 1995) (approving $50,000.00 service payment). The common law in both California state and federal courts has long recognized the important function of enhancement payments to incentivize plaintiffs to bring class actions to vindicate others' rights. *See Cellphone Termination Fee Cases* (2010) 186 Cal.App.5th 1380, 1394 (stating that the question of whether a class representative was entitled to a service award was answered in the affirmative in *Clark v. American Residential Services, LLC*, (2009) 175 Cal.App.4th 785).

Here, Plaintiff seeks an Enhancement Payment of $5,000.00, and believes that this request is reasonable given Plaintiff's considerable efforts in this case and the risks Plaintiff undertook on behalf of the Settlement Class members. Moen Decl., ¶ 26; Sandoval Decl., ¶¶ 3-4; Settlement, §§ 2.C, 3.C.3, 6. Among other things, Plaintiff searched for relevant documents for use in the lawsuit, provided factual information to his attorneys, held various phone calls with his attorneys to discuss the claims in the lawsuit and Defendants' practices, assisted his attorneys to help prepare for mediation, made himself available during mediation to assist and answer factual questions posed by the mediator, reviewed and provided input regarding the settlement in this case, and otherwise assisted his attorneys in moving this case towards resolution. Moen Decl., ¶ 26; Sandoval Decl., ¶¶ 4-5.

Plaintiff has invested significant time and effort into seeing this litigation through resolution, and the Settlement Class, who would not be receiving anything if it were not for Plaintiff's decision to pursue these claims, will benefit greatly from his participation. Moen Decl., ¶ 27. Plaintiff deserves to be compensated for these risks, which other Settlement Class members are not subject to, including filing a putative class action lawsuit against his current employer, and spending at least 15-20 hours in total moving the case towards resolution. *See* Sandoval Decl., ¶¶ 2-4. Moreover, after receiving notice of the proposed request for a $5,000.00 Enhancement Payment, not a single Settlement Class member objected to the proposed award or opted out from participation. Ayala Decl., ¶¶ 11-14. Further, the Court must consider the requested Enhancement Payment not only as a portion of the total MSA, but also in light of the average Individual Settlement Payments. Here, while the MSA appears modest, since the Settlement Class only encompasses 42 individuals, the average Individual Settlement Payment is approximately $2,187.98, with the highest estimated payment being $5,049.44, plus additional PAGA payments for 28 PAGA Aggrieved Employees averaging $89.28. *See* Ayala Decl., ¶¶ 16-17. Given these substantial average settlement shares, the requested Enhancement Payment amount is reasonable.

Further, the requested amount is well within the range of service awards regularly approved by this Court and courts throughout California. *See, e.g., Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No. 30-2022-01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (awarding $5,000 enhancement award to plaintiff in connection with $196,500.00 settlement); *Miriam Moreno v. Beacon Day School, Inc.*, Case No. 30-2022-01296662-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (awarding $5,000 enhancement award to plaintiff in connection with $250,000.00 settlement); *Raul Camacho, et al. v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (awarding $10,000.00 enhancement awards to each of four (4) named plaintiffs ($40,000 total)); *Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior Court, Hon. Wilfred J. Schneider, Jr., presiding (awarding $10,000 enhancement awards to each of fourteen (14) named plaintiffs); *Arthur*

*Barnes, et al. v. Target Corporation*, Case No. CIVDS2007761, San Bernardino County Superior Court, Hon. David S. Cohn, presiding (awarding $10,000 enhancement payments to each of three named plaintiffs); *Aaron Hallum, et al. v. FCA US, LLC*, Case No. CIVDS1936782, San Bernardino County Superior Court, Hon. Joseph T. Ortiz, presiding (awarding $10,000 enhancement payments to two named plaintiffs); *Jesse B. Quiroz v. Martinez Trucking & Logistics, Inc.*, Case No. CIVRS1304596, San Bernardino County Superior Court, Hon. Keith D. Davis, presiding (awarding $12,500 enhancement to named plaintiff); *Fidelina Rangel v. Forest River, Inc.*, Case No. CIVD1706616, San Bernardino County Superior Court, Hon. David Cohn, presiding (awarding $10,000 enhancement to the named plaintiff); *Anthony Controulis, et al. v. Anheuser-Busch, LLC*, Case No. BC518518, Los Angeles County Superior Court (awarding $10,000 enhancement payments to each of two named plaintiffs); *Damontae Levinston, et al. v. Commerce Distribution Company LLC, et al.*, Case No. 22STCV05730, Los Angeles County Superior Court (awarding $10,000 enhancement to each of four named plaintiffs).

Thus, Plaintiff's request for an Enhancement Payment of $5,000.00 is proper and justified as part of the Settlement and should be finally approved.

## V. <u>CONCLUSION</u>

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Motion in its entirety and enter the [Proposed] Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Action Settlement, Class Representative Enhancement Payment, and Attorneys' Fees and Costs, and Judgment, submitted herewith. Further, simultaneously with the filing of this Motion, Plaintiff has served copies of this motion and all documents in support hereof on the LWDA. *See* Moen Decl., Exhibit 7 (LWDA Final Approval Motion Submission and Confirmation of Receipt); Proof of Service.

Dated: April 20, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: ______________________
Matthew K. Moen
Attorneys for Plaintiff