

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Jared C. Osborne (State Bar No. 335968)
josborne@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278/ Fax: (855) 786-6356

Attorneys for Plaintiff Alfonso Herrera and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

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

Plaintiff,

vs.

W.L. BUTLER CONSTRUCTION, INC., a
California corporation; ALL AMERICAN
EQUIPMENT RENTAL, LLC, a California
Limited Liability Company; and DOES 1
through 25, inclusive,

Defendants.

Case No. 30-2023-01335445-CU-OE-CXC

Honorable Randall J. Sherman
Department CX105

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: May 9, 2025
Time: 10:00 a.m.
Dept: CX105

Complaint Filed: July 5, 2023
FAC Filed: July 11, 2024
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on **May 9, 2025 at 10:00 a.m.** in Department
3 CX105 of the above-captioned Court located at Civil Complex Center, 751 West Santa Ana
4 Boulevard, Santa Ana, California, 92701 , pursuant to California Code of Civil Procedure section 382,
5 Rule 3.769 of the California Rules of Court, and California Labor Code section 2699(l), Alfonso
6 Herrera (“Plaintiff”) will and hereby does move the Court for an Order granting final approval of the
7 proposed class action and Labor Code Private Attorneys General Act of 2004, California Labor Code
8 sections 2698, *et seq.* (“PAGA”) settlement between Plaintiff and Defendants W.L. Butler
9 Construction., Inc. and All American Equipment Rental, LLC (together, “Defendants”).

10 Plaintiff requests that the Court enter an Order:

- 11 1. Granting final approval of the class action and PAGA settlement;
- 12 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
13 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement (“Settlement
14 Agreement” or “Settlement”), including payment by Defendants of the Gross Settlement Amount of
15 One Million Four Hundred Seventy-Five Thousand Dollars and Zero Cents (\$1,475,000.00) equal to
16 the amounts to pay (1) the Settlement Class Members and PAGA Employees pursuant to the terms of
17 the Settlement; (2) the Court-approved Attorneys’ Fees and Costs; (3) the Court-approved
18 Enhancement Payment; (4) the Court-approved Settlement Administration Costs; and (5) the Court-
19 approved payment to the California Labor and Workforce Development Agency (“LWDA”) pursuant
20 to PAGA;
- 21 3. Approving Class Counsel’s request for thirty-five percent (35%) of the Gross
22 Settlement Amount, i.e., Five Hundred Sixteen Thousand Two Hundred Fifty Dollars and Zero Cents
23 (\$516,250.00) in attorneys’ fees, plus reimbursement of actual costs and expenses in the amount of
24 Sixteen Thousand Two Hundred Sixty-Four Dollars and Fifty-Eight Cents (\$16,264.58);
- 25 4. Approving the Enhancement Payment to Plaintiff in the amount of Seven Thousand
26 Five Hundred Dollars and Zero Cents (\$7,500.00) in recognition of his services to the Class Members;
- 27 5. Approving the Settlement Administration Costs to Apex Class Action LLC in the
28 amount of Six Thousand Nine Hundred Ninety Dollars and Zero Cents (\$6,990.00); and

8. Approving Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) to be paid to the LWDA as seventy-five percent (75%) of the Fifty Thousand Dollars and Zero Cents (\$50,000.00) 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 (Alexandra Rose), the Class Representative (Alfonso Herrera), and the Settlement Administrator (Madely Nava on behalf of Apex Class Action LLC), 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 22, 2025

BLACKSTONE LAW, APC

By: 
Alexandra Rose

Attorneys for Plaintiff Alfonso Herrera
and the Class

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	PROCEDURAL HISTORY AND FACTUAL BACKGROUND.....	3
III.	SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION.....	5
V.	COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA.....	10
VI.	EVALUATION OF SETTLEMENT FOR FINAL APPROVAL	10
	A. The Legal Standard for Final Approval	10
	B. The Settlement Should be Finally Approved.....	11
	C. The Settlement is Fair and Reasonable.....	11
VII.	THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE AND SHOULD BE APPROVED	13
	A. Plaintiff's Fee Request of Thirty-Five Percent (35%) of the Gross Settlement Amount.....	13
	B. The Circumstances of this Case Support a Thirty-Five Percent (35%) Fee Award.....	16
	C. The Contingent Nature of This Matter	16
	E. The Results Achieved	17
	F. Preclusion of Other Employment	18
	G. The Requested Fees Are Also Justified Under the Lodestar Method	18
	H. No Class Member Objected to the Requested Attorneys' Fee Award	21
	I. Plaintiff's Cost Request is Reasonable	21
VIII.	THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS REASONABLE 21	
IX.	THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE	23
X.	THE PROPOSED LWDA ALLOCATION IS REASONABLE	23
XI.	THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE.....	24
XII.	CONCLUSION.....	25

TABLE OF AUTHORITIES

Cases

<i>Bank of America v. Cory</i> (1985) 164 Cal.App.3d 66, 89-92.....	15
<i>Boeing Co. v. Van Gernert</i> (1980) 444 U.S. 472,478	14
<i>Cartt v. Superior Court</i> (1975) 50 Cal.App.3d 960, 973-74.....	24
<i>Ceja-Corona v. CVS Pharm., Inc.</i> (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500,.....	24
<i>Chu v. Wells Fargo Invs., LLC</i> (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645.....	24
<i>City and County of San Francisco v. Sweet</i> (1995) 12 Cal.4 th 105, 110-111	15
<i>Clark v. Am. Residential Servs. LLC</i> , 175 Cal. App. 4th 785 (2009).....	11
<i>Clark v. American Residential Services LLC</i> (2009) 175 Cal.App.4th 785, 804.....	22
<i>Cook v. Niedert</i> , 142 F.3d 1004, 1016 (7 th Cir. 1998)	21
<i>D’Amico v. Board of Medical Examiners</i> (1974) 11 Cal.3d 1.....	13, 14
<i>Dunk v. Ford Motor Company</i> (1996) 48 Cal.App.4th 1794, 180 1.....	1, 10
<i>Eisen v. Carlisle & Jacquelin</i> (1974) 417 U.S. 156, 174-76	24
<i>Franco v. Ruiz Food Prods.</i> (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801.....	24
<i>Garcia v. Gordon Trucking, Inc.</i> (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575.....	24
<i>Glendale City Employees ‘ Association v. City of Glendale</i> (1975) 15 Cal.3d 328, 341 fn.19	13
<i>In re Activision Sec. Litig.</i> (N.D. Cal 1989) 723 F. Supp. 1373, 1375.)	15
<i>In re Activision Sec. Litig.</i> , 723 F. Supp. at 1378-79.	15, 16
<i>In re Pac. Enters. Sec. Litig.</i> (9th Cir. 1995) 47 F.3d 373, 378-79	15
<i>Ketchum v. Moses</i> (2001) 24 Cal.4th 1122, 1138	20
<i>Knoff v. City and County of San Francisco</i> (1969) 1 Cal.App.3d 184, 203-204	15
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116.....	12
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116, 129-30.....	1

1	<i>Lealao v. Beneficial California, Inc.</i> (2000) 82 Cal.App.4th 19, 31 n.5.....	15
2	<i>Lealao</i> , 82 Cal.App.4th at 47-48.....	20
3	<i>Magadia v. Wal-Mart Assocs.</i> (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist.	
4	LEXIS 91732	23
5	<i>Mills v. Electric Auto-Lite Co.</i> (1970) 396 U.S. 375, 391-392	14
6	<i>Mullane v. Central Hanover Bank & Garretson Company</i> (1950) 339 U.S. 306, 314.....	24
7	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> (2010) 186 Cal.App.4 th 399, 412.....	21
8	<i>Officers for Justice v. Civil Serv. Comm’n</i> (9th Cir. 1982) 688 F.2d 615, 625.)	10, 11
9	<i>Parker v. Los Angeles</i> (1974) 44 Cal.App.3d 556, 567-568	15
10	<i>Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.</i> (E.D. Pa. 1970)	
11	323 F. Supp. 364, 378.	24
12	<i>Phillips Petroleum Co. v. Shutts</i> (1985) 472 U.S. 797, 811-12	24
13	<i>Quinn v. State of California</i> (1995) 15 Cal.3d 162, 16 7	14, 15
14	<i>Rider v. County of San Diego</i> (1992) 1 I Cal.App.4 th 1410, 1423	15
15	<i>Serrano v. Priest</i> (“ <i>Serrano III</i> ”) (1977) 20 Cal.3d 25, 34	13, 14
16	<i>Serrano v. Priest</i> (1982) 32 Cal .3d 621, 639 (“ <i>Serrano IV</i> ”).....	19
17	<i>Staton v. Boeing Co.</i> (9th Cir. 2003) 327 F.3d 938, 977.	22
18	<i>Thio v. Genji, LLC</i> (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330	24
19	<i>Thornton v. East Texas Motor Freight</i> , 497 F.2d 416, 420 (6 th Cir. 1974).....	21
20	<i>Van Vranken v. Atlantic Ricliffeld Co.</i> (N.D. Cal. 1995) 901 F. Supp. 294, 299	2, 22
21	<i>Webb v. Board of Educ.</i> (1985) 471 U.S. 234.....	19
22	<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224, 244-45.....	10
23	<i>Wininger v. SI Mgmt. L.P.</i> (9th Cir. 2002) 301 F.3d 1115.)	15
24	Statutes	
25	California Civil Code § 1781	24
26	California Code of Civil Procedure section 382	i
27	Labor Code Section 2699(1)	23
28	Other Authorities	

1	California Practice Guide: Civil Trials and Evidence (The Rutter Group) at§ 17:172.3	14
2	<i>Newberg on Class Actions</i>	19
3	Newberg on Class Actions (4th Ed.), §14.6.....	16
4	<i>Newberg on Class Actions</i> 4th (4th ed. 2002) § 14.6.....	19
5	Rules	
6	Cal. Rules of Court, rule 3.769(g).....	10

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Alfonso Herrera (“Plaintiff” or “Class Representative”) seeks final approval of the
4 class action settlement reached with Defendants W.L. Butler Construction, Inc. and All American
5 Equipment Rental, LLC (together, “Defendants”). Subject to Court approval, Plaintiff and Defendants
6 (together, the “Parties”) have settled the Released Class Claims and Released PAGA Claims as defined
7 in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or
8 “Settlement”) for a total amount of One Million Four Hundred Seventy-Five Thousand Dollars and
9 Zero Cents (\$1,475,000.00) (“Gross Settlement Amount”). (See Declaration of Alexandra Rose in
10 Support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’
11 Fees and Costs, Enhancement Payment, and Settlement Administration Costs [“Rose Decl.”], ¶ 11,
12 Exh. 1).

13 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
14 current and former non-exempt employees who worked for Defendants in the State of California at
15 any time during the Class Period, but excluding all employees who signed a general release agreement
16 with Defendants” (“Class” or “Class Members”). (Settlement Agreement, ¶ 7.b; Rose Decl., ¶ 9). The
17 “Class Period” is defined as the period from July 5, 2019 through April 24, 2024. (Settlement
18 Agreement, ¶ 7.f; Rose Decl., ¶ 9). The “Settlement Class Members” consist of all Class Members
19 who did not submit a timely and valid Request for Exclusion. (Settlement Agreement, ¶ 7.nn; Rose
20 Decl., ¶ 9). The “PAGA Employees” consist of “all current and former non-exempt employees who
21 worked for Defendants in the State of California at any time during the PAGA Period, but excluding
22 all employees who signed a general release with Defendants.” (Settlement Agreement, ¶ 7.z; Rose
23 Decl., ¶ 9). The “PAGA Period” is defined as the period from July 5, 2022 through April 24, 2024.
24 (Settlement Agreement, ¶ 7.bb; Rose Decl., ¶ 9).

25 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
26 approval under California law because it is fair, adequate, and reasonable. (Genish Decl., Exh. 2; See
27 also, *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor*
28 *Company* (1996) 48 Cal.App.4th 1794, 180 1). The response of the Class to the Settlement confirms

1 that final settlement approval is appropriate. *There have been no objections to and no requests to opt-*
2 *out from the Class Settlement.* (Declaration of Madely Nava of Apex Class Action, LLC, Regarding
3 Notice and Settlement Administration [“Nava Decl.”], ¶¶ 10 & 11).

4 Because the Settlement achieves outstanding results for the Settlement Class Members, the
5 PAGA Employees, and the State of California, Plaintiff respectfully requests, on behalf of the Class
6 and without opposition from Defendants, that the Court approve the Settlement as fair, adequate, and
7 reasonable, and enter judgment in accordance with the Settlement’s terms.

8 Plaintiff seeks the Court’s approval of an attorneys’ fee award of thirty-five percent (35%) of
9 the Gross Settlement Amount, equaling Five Hundred Sixteen Thousand Two Hundred Fifty Thousand
10 Dollars and Zero Cents (\$516,250.00), plus reimbursement of in actual litigation costs and expenses
11 in the amount of Sixteen Thousand Two Hundred Sixty-Four Dollars and Fifty-Eight Cents
12 (\$16,264.58) (together, “Attorneys’ Fees and Costs”). Class Counsel’s request for an award of
13 attorneys’ fees and costs is reasonable and appropriate in light of the outstanding work performed by
14 Class Counsel in the matter, the contingent nature of this action, and the results achieved under the
15 Settlement. (*See Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19).

16 Plaintiff also requests the Court’s approval of the amount to be paid to Plaintiff in the amount
17 of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement Payment”) for
18 his services on behalf of the Class. This amount proposed to be awarded to Plaintiff is fair and
19 reasonable for the reasons Plaintiff provided in his declaration. (*See Declaration of Plaintiff Alfonso*
20 *Herrera in Support of Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’*
21 *Fees and Costs, Enhancement Payment, and Settlement Administration Costs* [“Herrera Decl.”] filed
22 concurrently herewith). Courts approve incentive awards to plaintiffs when justified and appropriate
23 to compensate plaintiffs for their time, effort, and inconvenience. (*See e.g., Van Vranken v. Atlantic*
24 *Riclifield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299).

25 Finally, Plaintiff requests that the Court approve the payment of Six Thousand Nine Hundred
26 Ninety Dollars and Zero Cents (\$6,990.00) (“Settlement Administration Costs”) to Apex Class Action
27 LLC (“Apex” or “Settlement Administrator”) as compensation for its administration services it has
28 and will provide in connection with the Settlement. (*See, generally, Nava Decl.*).

1 In order to efficiently present the Court with adequate information to determine whether to
2 grant final approval of the Settlement and award the Attorneys' Fees and Costs, Enhancement
3 Payment, and Settlement Administration Costs, Plaintiff also moves for an order permitting the filing
4 of this single consolidated memorandum, although it exceeds the page limit established by California
5 Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

6 II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

7 Defendant W.L. Butler Construction, Inc. is a general contractor based in Redwood City,
8 California. Defendant All American Equipment Rental, LLC is a full-service rental company also
9 based in Redwood City, California that partners with Defendant W.L. Butler Construction, Inc. to
10 provide tools and equipment.

11 Plaintiff was employed by Defendants as an hourly-paid, non-exempt Driver/Warehouse
12 Attendant from approximately June 2019 to October 2020. (Declaration of Alfonso Herrera in Support
13 of Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs,
14 Enhancement Payment, and Settlement Administration Costs ["Herrera Decl."], ¶ 2).

15 On July 5, 2023, Plaintiff filed a Class Action Complaint for Damages in the action entitled
16 *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court Case No. 30-
17 2023-01335445-CU-OE-CXC ("Action"), thereby commencing a putative class action against
18 Defendants. (Rose Decl., ¶ 2).

19 On April 24, 2024, the Parties participated in mediation conducted by Monique Ngo-Bonnici,
20 Esq. ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and
21 hour matters. (*Id.*, ¶ 3). After a full day of mediation, and with the help of the Mediator, the Parties
22 were able to reach an agreement to resolve this dispute on a class and representative basis. (*Ibid.*).

23 On May 1, 2024, Plaintiff provided written notice to the California Labor and Workforce
24 Development Agency ("LWDA") by online submission and to Defendants by U.S. Certified Mail,
25 pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor
26 Code alleged to have been violated by Defendants ("PAGA Letter"). (*Id.*, ¶ 4).

27 ///

28 ///

1 On July 11, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint
2 (“Operative Complaint”) in the Action, which added a cause of action under the Private Attorneys
3 General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”). (*Id.*, ¶ 5).
4 The Operative Complaint alleges nine (9) causes of action for violations of the California Labor Code
5 for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal
6 periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums
7 payments in lieu thereof, failure to timely pay wages upon termination, failure to provide accurate
8 wage statements, and failure to reimburse necessary business expenses, for violations of California
9 Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor
10 Code violations, and for civil penalties under PAGA based on the aforementioned California Labor
11 Code violations. (*Ibid.*)

12 On August 21, 2024, the Parties executed the Settlement Agreement. (*Id.*, ¶ 6 & Exh. 1).

13 On September 23, 2024, Plaintiff filed a Motion for Preliminary Approval of Class Action and
14 PAGA Settlement and supporting documents. (*Id.*, ¶ 7).

15 On January 3, 2025, the Court entered an Order Granting Preliminary Approval of Class
16 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
17 terms of the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), the
18 Request for Exclusion Form (“Exclusion Form”) (together, Notice Packet”), and the proposed
19 administration procedures and associated deadlines. (*Id.*, ¶ 8 & Exh. 2).

20 The Parties agree that the Class described herein may be certified for settlement purposes only.
21 If for any reason the Settlement is not approved, the certification will have no force or effect and will
22 immediately be revoked. The Parties further agree that certification for purposes of approving the
23 Settlement Agreement is in no way an admission that class certification is proper under the more
24 stringent standard applied for litigation and that evidence of this limited stipulation for settlement
25 purposes only will not be admissible for any purpose in this or any other proceeding.

26 ///

27 ///

28 ///

1 **III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION**

2 The Parties have agreed to settle the Class and PAGA claims at issue in the Action for a non-
3 reversionary Gross Settlement Amount of One Million Four Hundred Seventy-Five Thousand Dollars
4 and Zero Cents (\$1,475,000.00), which is exclusive of employer-side payroll taxes. (Settlement
5 Agreement, ¶ 7.q; Rose Decl., ¶ 11). The Gross Settlement Amount includes: (1) Class Counsel’s fees
6 in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling Five Hundred
7 Sixteen Thousand Two Hundred Fifty Dollars and Zero Cents (\$516,250.00); (2) Class Counsel’s
8 actual litigation costs and expenses, in the amount of Sixteen Thousand Two Hundred Sixty-Four
9 Dollars and Fifty-Eight Cents (\$16,264.58); (3) Settlement Administration Costs in the amount Six
10 Thousand Nine Hundred Ninety Dollars and Zero Cents (\$6,990.00); (4) Enhancement Payment in the
11 amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); and (5) PAGA Amount
12 in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00). (Settlement Agreement, ¶¶ 10,
13 11, 12, & 13; Rose Decl., ¶ 11). After the above Court-approved amounts are deducted from the Gross
14 Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of
15 approximately Eight Hundred Seventy-Seven Thousand Nine Hundred Ninety-Five Dollars and Forty-
16 Two Cents (\$877,995.42). (Settlement Agreement, ¶ 7.v; Rose Decl., ¶ 11).

17 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
18 to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor
19 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share
20 of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”). (Settlement
21 Agreement, ¶¶ 7.r & 7.t; Rose Decl., ¶ 12). Individual Settlement Shares are calculated by the
22 Settlement Administrator by dividing the Net Settlement Amount by the Workweeks of all Settlement
23 Class Members to yield the “Final Workweek Value,” and multiplying each Settlement Class
24 Member’s individual Workweeks by the Final Workweek Value. (Settlement Agreement, ¶ 15.b; Rose
25 Decl., ¶ 12). Individual PAGA Payments are calculated by the Settlement Administrator by dividing
26 the amount of the PAGA Employees’ 25% share of PAGA Amount (\$12,500.00) by the PAGA
27 Workweeks of all PAGA Employees to yield the “PAGA Workweek Value,” and multiplying each
28 PAGA Employee’s individual PAGA Workweeks by the PAGA Workweek Value. (Settlement

1 Agreement, ¶ 16; Rose Decl., ¶ 12)

2 Each Individual Settlement Share will be allocated as thirty-three and one-third percent (33
3 1/3%) wages and sixty-six and two-thirds percent (66 2/3%) penalties, interest, and non-wage
4 damages. (Settlement Agreement, ¶ 17; Rose Decl., ¶ 14). The portion allocated to wages will be
5 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
6 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement
7 Agreement, ¶ 17; Rose Decl., ¶ 14). The Settlement Administrator will withhold the employee's share
8 of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and
9 issue checks to Settlement Class Members for their net payment of their Individual Settlement Share
10 ("Individual Settlement Payment"). (Settlement Agreement, ¶¶ 7.s & 17; Rose Decl., ¶ 14). The
11 employer taxes will be paid separately and in addition to the Gross Settlement Amount. (Settlement
12 Agreement, ¶¶ 7.k & 17; Rose Decl., ¶ 14). Each Individual PAGA Payment will be allocated as one
13 hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the
14 Settlement Administrator. (Settlement Agreement, ¶ 17; Rose Decl., ¶ 14)

15 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
16 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
17 thereafter, shall be canceled. (Settlement Agreement, ¶ 35; Rose Decl., ¶ 15). Any funds associated
18 with such canceled checks will be distributed by the Settlement Administrator to the State of
19 California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA
20 Employee at issue. (Settlement Agreement, ¶ 35; Genish Decl., ¶ 20).

21 Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class
22 Members will be deemed to have fully, finally, and forever released, settled, compromised,
23 relinquished, and discharged the Released Parties of any and all claims which were alleged or which
24 could have been alleged based on the factual allegations in the Operative Complaint, arising during
25 the Class Period, including but not limited to claims for Defendants' alleged failure to pay overtime
26 and minimum wages, provide compliant meal and rest periods and associated premium payments,
27 timely pay wages upon termination, provide accurate wage statements, and reimburse necessary
28 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 226(a), 226.7,

1 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare
2 Commission Wage Order(s), and California Business and Professions Code sections 17200, *et. seq.*
3 (collectively, “Released Class Claims”). (Settlement Agreement, ¶¶ 7.gg & 36).

4 Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with
5 respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and
6 forever released, settled, compromised, relinquished, and discharged the Released Parties of any and
7 all claims which were alleged or which could have been alleged based on the factual allegations in the
8 Operative Complaint and PAGA Letter, arising during the PAGA Period, for civil penalties under the
9 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, for Defendants’
10 alleged failure to pay overtime and minimum wages, provide complaint meal and rest periods and
11 associated premium payments, timely pay wages upon termination, provide accurate wage statements,
12 and reimburse necessary business-related expenses in violation of California Labor Code Sections
13 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the
14 applicable Industrial Welfare Commission Wage Order(s). (collectively, “Released PAGA Claims”).
15 (Settlement Agreement, ¶¶ 7.hh & 37).

16 Upon the full funding of the Gross Settlement Amount, Plaintiff, individually and on his own
17 behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished,
18 and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations,
19 guarantees, costs, expenses, attorneys’ fees, damages, or causes of action of any kind or nature
20 whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff, at
21 any time of execution of the Settlement Agreement, had or claimed to have or may have, including
22 but not limited to any and all claims arising out of, relating to, or resulting from his employment and/or
23 separation of employment with the Released Parties, including any claims arising under any federal,
24 state, or local law, statute, ordinance, rule, or regulation or Executive Order relating to employment,
25 including, but in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as
26 amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and Medical Leave Act;
27 the Employee Retirement Income Security Act; the California Family Rights Act; the California Fair
28 Employment and Housing Act; all claims for wages or penalties under the Fair Labor Standards Act;

1 all claims for wages or penalties under the California Labor Code; Business and Professions Code
2 sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or interference with
3 legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort,
4 fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel.
5 (*Id.*, ¶ 38). It is agreed that this is a general release and is to be broadly construed as a release of all
6 claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a
7 release of any claims that cannot be released hereunder by law. (*Ibid.*). Plaintiff understands and
8 expressly agrees that the Settlement Agreement extends to claims that he has against Defendants, of
9 whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
10 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
11 or before the execution of the Settlement Agreement. (*Ibid.*). Any and all rights granted under any
12 state or federal law or regulation limiting the effect of the Settlement Agreement, including the
13 provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.

14 Section 1542 of the California Civil Code reads as follows:

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

22 The “Released Parties” means Defendants, W.L. Butler, Inc., and any related entities, and their
23 directors, officers, members, and investors. (*Id.*, ¶ 7.ii).

24 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

25 Apex has taken all necessary steps to effectuate the notice and settlement administration
26 process, as set forth in the Preliminary Approval Order.

27 On January 3, 2025, Apex received the Court-approved text for the Notice Packet from Class
28 Counsel. (Nava Decl., ¶ 4). Apex then generated a draft of the formatted Notice Packet, which
received approval from the Parties’ counsel before being mailed. (*Ibid.*).

///

///

1 On January 14, 2025, counsel for the Defendants provided Apex with the “Class List,”
2 comprising the full names, Social Security numbers, last known mailing addresses, and the dates
3 worked for each Class Member. (*Id.*, ¶ 5). The Class List was uploaded to Apex’s database, where it
4 underwent a thorough review to identify any duplicates or potential inconsistencies. (*Ibid.*).

5 On January 27, 2025, counsel for the Defendants communicated to Apex that there was a
6 discrepancy in the Class List initially provided. (*Id.*, ¶ 6). Apex received a revised Class List, which
7 contained 142 individuals identified as Class Members. (*Ibid.*).

8 As part of the preparation for mailing, all 142 names and addresses listed in the Class List
9 underwent verification and updating against the National Change of Address (NCOA) database
10 maintained by the United States Postal Service (USPS) (*Id.*, ¶ 7). The purpose of this step was to
11 ensure the accuracy and validity of the Class Members’ mailing addresses before sending out the
12 Notice Packet. (*Id.*, ¶ 7). The NCOA database contains records of requested address changes
13 submitted to the USPS. (*Ibid.*). If an updated address was found in the NCOA database, it was utilized
14 for the mailing of the Notice Packet. (*Ibid.*). However, in cases where no updated address was found
15 in the NCOA database, the original address provided by counsel for Defendant was used for the
16 mailing of the Notice Packet. (*Ibid.*).

17 On February 18, 2025, the Notice Packet was sent to all 142 individuals listed in the Class List
18 using U.S. First Class Mail. (*Id.*, ¶ 8). 6 Notice Packets were returned to Apex as undeliverable.
19 (*Ibid.*). Apex performed a computerized skip trace on the 6 returned Notice Packets in order to acquire
20 updated addresses for the purpose of re-mailing the Notice Packet. (*Ibid.*). This skip trace effort
21 resulted in obtaining 4 updated addresses, to which Apex promptly re-mailed the Notice Packets via
22 U.S First Class Mail. (*Ibid.*). 2 Notice Packets have been considered undeliverable as no updated
23 address was found despite conducting skip tracing. (*Ibid.*).

24 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
25 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute
26 (“Response Deadline”). (Settlement Agreement, ¶ 7.kk). The Response Deadline was April 4, 2025.
27 (Nava Decl., ¶¶ 10-12). The Settlement Administrator did not receive any Requests for Exclusion,
28 Notice of Objections, and/or Workweeks Disputes. (*Ibid.*).

1 The estimated highest gross Individual Settlement Share is \$17,591.02, the estimated average
2 gross Individual Settlement Share is \$6,156.76, and the estimated lowest gross Individual Settlement
3 Share is \$68.71; the estimated highest Individual PAGA Payment is \$250.32, the estimated average
4 Individual PAGA Payment is \$140.45, and the estimated lowest Individual PAGA Payment is \$5.27.
5 (*Id.*, ¶¶ 15 & 17).¹

6 **V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA**

7 On August 30, 2024, Class Counsel submitted a copy of the Settlement Agreement to the
8 LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2).
9 (Rose Decl., ¶ 16). The LWDA has not objected or otherwise responded to the submissions. (*Ibid.*)

10 **VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL**

11 **A. The Legal Standard for Final Approval**

12 Before granting final approval of a class action settlement, the Court must review the
13 settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48
14 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the
15 strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation,
16 the amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
17 the experience and views of counsel, and the reaction of the class members to the proposed settlement.
18 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801
19 ["The list of factors is not exhaustive and should be tailored to each case"]; *Officers for Justice v. Civil*
20 *Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, a presumption of fairness
21 exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and
22 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
23 in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245;
24 *Dunk*, 48 Cal.App.4th at 1802). "The settlement or fairness hearing is not to be turned into a trial or
25 rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the
26 contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty

27
28 ¹ The actual highest, average, and lowest Individual Settlement Shares will be larger than the amounts stated in the Nava 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 \$20,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$3,735.42 will be part of the Net Settlement Amount).

1 of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
2 settlements.” (*Officers for Justice, supra*, 688 F.2d at 625).

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

4 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
5 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
6 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
7 were at all times made at arm’s-length and were adversarial. (Rose Decl., ¶ 17). The Parties engaged
8 in extensive informal discovery prior to reaching a settlement at the mediation. (*Id.*, ¶ 18).

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

10 Courts typically assess the status of discovery in determining whether a class action settlement
11 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
12 Defendants produced a random sampling of putative class members’ time and pay records, as well as
13 Defendants’ employee handbook, relevant wage and hour policies, and information regarding the total
14 number of putative class members. (Rose Decl., ¶ 18). This allowed Plaintiff’s counsel to conduct an
15 informed assessment and analysis of the strengths and weaknesses of the claims and the potential
16 class-wide damages. (*Ibid.*). Plaintiff’s investigation was sufficient to satisfy the criteria for court
17 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v.*
18 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

19 Based on the information exchanged, the Parties extensively briefed issues regarding class
20 certification and liability and provided their analyses to the mediator who helped the Parties debate
21 the strengths and weakness of their respective positions. (Rose Decl., ¶ 19). At all times, Plaintiff
22 was willing and prepared to litigate this matter through class certification and trial if the Parties had
23 been unable to reach a favorable resolution. (*Ibid.*). Additionally, settlement negotiations were
24 conducted by highly capable and experienced counsel. (*Ibid.*). Class Counsel are respected members
25 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
26 in handling complex wage and hour class action litigation. (Rose Decl., ¶ 28). Accordingly, Class
27 Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

28 ///

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

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

13 Class Counsel is aware of Defendants’ defenses and arguments and have also taken into
14 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
15 inherent in such litigation, including those involved in class and/or representative adjudication. (*Rose*
16 *Decl.*, ¶ 21). Plaintiff further recognizes the burdens of proof necessary to establish liability for the
17 claims asserted in the Action, Defendants’ defenses, and the difficulties in establishing entitlement to
18 monetary recovery. (*Ibid.*). Plaintiff has also considered the Parties’ settlement discussions, as well
19 as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and
20 employment matters. (*Ibid.*).

21 Defendants denied and continue to deny any liability and wrongdoing of any kind associated
22 with the claims alleged in the Action, and further deny that class certification is appropriate for any
23 purpose other than the Settlement. (*Id.*, ¶ 22). Defendants believe that they would ultimately prevail
24 in the Action. (*Ibid.*). Defendants proffered defenses to both certification and to the merits of
25 Plaintiff’s claims. (*Ibid.*). Defendants contended that Plaintiff’s claims are not suitable for class
26 certification because individual issues would predominate should this case go to trial. (*Ibid.*). As with
27 all class actions, these complex cases raise difficult management and proof issues and, accordingly,
28 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.*, ¶ 23). 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. (*Ibid.*). Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. (*Ibid.*). On the other hand, Defendants would likely be able to obtain the cooperation of its employees. (*Ibid.*). 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.*, ¶ 24).

VII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE AND SHOULD BE APPROVED

Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$516,250.00) for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling Sixteen Thousand Two Hundred Sixty-Four Dollars and Fifty-Eight Cents (\$16,264.58) incurred in the prosecution of the Action. (Rose Decl., ¶ 25 & 31). 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 Thirty-Five Percent (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)

1 15 Cal.3d 162, 16 7; *see also* *Boeing Co. v. Van Gernert* (1980) 444 U.S. 472,478; *Mills v. Electric*
2 *Auto-Lite Co.* (1970) 396 U.S. 375, 391-392).

3 The California Supreme Court has held that, “when a number of persons are entitled in
4 common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
5 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees
6 out of the fund.” (*Serrano III, supra*, 20 Cal.3d at 34, quoting *D’Amico*, 11 Cal.3d 1; *see also* *Boeing,*
7 *supra*, 444 U.S. at 478 (“[A] lawyer who recovers a common fund for the benefit of persons other than
8 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); *Mills, supra*,
9 396 U.S. at 391-392 (United States Supreme Court endorsing the common fund approach in class
10 actions)). California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17:172.3
11 explains the common fund doctrine as follows:

12 Where the lawsuit results in the recovery of a fund or property benefiting
13 others as well as plaintiff (e.g., a class action), the court has inherent
14 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.

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

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

23 Whatever doubts may have been created by *Serrano III, supra*, 20 Cal.3d 25, [], or the
24 Court of Appeal cases that followed, we clarify today that use of the percentage method
25 to calculate a fee in a common fund case, where the award serves to spread the attorney
26 fee among all the beneficiaries of the fund, does not in itself constitute an abuse of
27 discretion. We join the overwhelming majority of federal and state courts in holding
28 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

1 the encouragement it provides counsel to seek an early settlement and avoid
2 unnecessarily prolonging the litigation [] convince us the percentage method is a
3 valuable tool that should not be denied our trial courts.

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

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

11 Numerous appellate courts have similarly found. (*See e.g., Knoff v. City and County of San*
12 *Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a “contingent percentage” award of
13 attorneys’ fees in a representative action as the proper exercise of the court’s broad equitable powers);
14 *Rider v. County of San Diego* (1992) 1 I Cal.App.4th 1410, 1423 (attorneys’ fees and expenses properly
15 awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v.*
16 *Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action
17 compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556,
18 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property
19 in an inverse condemnation action)).

20 The Supreme Court noted that several courts have expressed frustration with the alternative
21 “lodestar” approach for deciding fee awards, which usually involves wading through voluminous and
22 often indecipherable time records. (*Laffitte*, 1 Cal.5th at 503; *see Lealao v. Beneficial California, Inc.*
23 (2000) 82 Cal.App.4th 19, 31 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373,
24 1375). The percentage approach is preferable to the lodestar because: (1) it aligns the interests of class
25 counsel and absent class members; (2) it encourages efficient resolution of the litigation by providing
26 an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial resources.
27 (*In re Activision Sec. Litig.*, 723 F. Supp. at 1378-79). The Ninth Circuit now routinely uses the
28 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

1 (approving attorney's fee of 33%)).

2 A fee of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$516,250.00) is easily
3 within the range of reasonableness. Historically, courts have awarded percentage fees in the range of
4 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.*, 723 F.
5 Supp. at 1378). According to Professor Newberg: "No general rule can be articulated on what is a
6 reasonable percentage of a common fund...Usually 50 per cent of the fund is the upper limit on a
7 reasonable fee award from a common fund, in order to assure that fees do not consume a
8 disproportionate part of the recovery obtained for the class, though somewhat larger percentages are
9 not unprecedented." (Newberg on Class Actions (4th Ed.), § 14.6). Class Counsel's requested fee is
10 reasonable and falls well within the historical range of attorney's fee awards under the common fund
11 theory. Based on Class Counsel's showing of reasonableness, the Court should approve the requested
12 fees pursuant to the common fund approach.

13 **B. The Circumstances of this Case Support a Thirty-Five Percent (35%) Fee**
14 **Award**

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

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

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

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

26 From the outset of the Action to the present, prosecution of this matter has involved significant
27 financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis,
28 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 Defendants' opposition,

1 there was no assurance that Plaintiff would succeed at trial. (Rose Decl., ¶¶ 21-23). Despite such
2 challenges, Class Counsel was able to persuade Defendants that they faced significant liability
3 exposure such that they were willing to pay \$1,475,000.00 to settle the Class Members' claims.

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

5 Class Counsel has substantial experience in wage-and-hour and other class action litigation,
6 including litigation involving the legal issues in this matter. (*Id.*, ¶ 28). Class Counsel's skill in
7 developing a factual record and convincing Defendants of their litigation exposure under California
8 law was essential to achieving the Settlement. Through its skill and reputation, Class Counsel was
9 able to obtain a settlement that provides an outstanding result for Class Members. (*See generally* Rose
10 Decl.).

11 **E. The Results Achieved**

12 The excellent results achieved by the Settlement support Class Counsel's request for attorneys'
13 fees. Class Members' support for the results achieved by Class Counsel is demonstrated by the
14 absence of any objections to either the Class Settlement or to Class Counsel's request for fees, both of
15 which were described clearly in the Class Notice. As of the date of this Motion, Settlement Class
16 Members will be paid, on average, approximately \$6,156.76 each, which is intended to compensate
17 them for the alleged wage and hour violations they suffered during their employment. (Rose Decl., ¶
18 13). This is a significant benefit for the Settlement Class Members here as it represents a recovery for
19 highly disputed claims. Equally important is the fact that the State of California will receive
20 \$37,500.00 for enforcement of labor laws and education of employers. (*Id.*, ¶ 35).

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

27 ///

28 ///

1 **F. Preclusion of Other Employment**

2 As California law recognizes, Class Counsel’s commitment to this litigation should not be
3 assessed in a vacuum. (*See Serrano, supra*, 20 Cal.3d at 49). A relevant factor in determining
4 attorneys’ fees is whether the litigation required Class Counsel to forego other employment. (*See*
5 *ibid*). Class Counsel had to consider its workload during this litigation when considering taking on
6 additional work that was available, and which Class Counsel had to forego in order to devote the time
7 necessary to pursue this litigation. (Rose Decl., ¶ 27).

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

9 Fee calculations under the lodestar method would result in a similar award, demonstrating the
10 fairness of Class Counsel’s percentage fee request. Under the lodestar method, a base fee amount is
11 calculated from a compilation of time reasonably spent on the case and the reasonable hourly
12 compensation of the attorney. The base amount is then adjusted by use of a multiplier in light of
13 various factors. (*Serrano III, supra*, 20 Cal.3d at 48). Class Counsel’s hourly rates are summarized
14 in the Rose Decl. at ¶¶ 28-29.

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

26 ///

27 ///

1 Class Counsel has spent approximately 313.40 total hours litigating these claims to date.²
2 (Rose Decl., ¶ 29). Class Counsel expects to spend another 10 hours in connection with the final
3 approval process (including preparing for and attending the Final Approval Hearing, and managing
4 the Settlement through its conclusion, including anticipated communications with defense counsel, the
5 Settlement Administrator, our client, and Class Members). (*Id.*, ¶ 30). In addition to time spent during
6 litigation, reasonable hours also include the time spent before the Action was filed, including time
7 spent interviewing the client, investigating the facts and the law, preparing the initial pleadings, as
8 well as litigating the case. (*Webb v. Board of Educ.* (1985) 471 U.S. 234). Further, the fee award
9 should include fees incurred to establish and defend the attorneys' fee claim. (*Serrano v. Priest* (1982)
10 32 Cal .3d 621, 639 ("*Serrano IV*"). Based on the rates of Class Counsel, the total fees incurred to
11 date are \$274,329. (Rose Decl., ¶ 29). By the conclusion of this matter, the total fees are estimated
12 to be approximately \$284,829. (*Id.*, ¶ 30).

13 In cases where a common fund analysis is not used, once the court establishes the lodestar
14 amount, it should adjust the fee award by a multiplier in order to make an appropriate fee award.
15 (*Serrano III, supra*, 20 Cal.3d at 48). In applying the multiplier, *Newberg on Class Actions* states that
16 "[m]ultiples ranging from one to four frequently are awarded in common fund cases when the lodestar
17 method is applied. A large common fund award may warrant an even larger multiplier." (4 *Newberg*
18 *on Class Actions* 4th (4th ed. 2002) § 14.6). If the class members paid the fees that the market would
19 bear, they would pay a fee of anywhere from one-third to forty-five percent of any recovery. Since
20 this is the market rate, the lodestar calculation should be enhanced to reflect what the class members
21 would pay on the open market. (*Lealao, supra*, 82 Cal.App.4th at 47-48).

22 In *Lealao*, the court held that trial courts should award lodestar fees by examining the
23 percentage-of-the-benefit and adjusting the lodestar calculation accordingly. (*Id.* at 49 & 53). The
24 court indicated that this is an upward adjustment and should be akin to a contingency fee recovery;

26 ² In *Martino v. Denevi* (1986) 182 Cal.App.3d 553, 559, the court addressed the issue of what evidence is required in
27 California to support a fee application. The court held: "Testimony of an attorney as to the number of hours worked on a
28 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 declarations 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.

1 the court stated, “[a]n adjustment reflecting the amount of the class recovery is not significantly
2 different from an adjustment reflecting a percentage of that amount; and California courts have
3 evaluated a lodestar as a percentage of the benefit.” (*Id.* at 46). The *Lealao* method appears
4 particularly appropriate because class actions generally are contingency fee cases for plaintiffs - and
5 the class action clients do not expect to pay an hourly fee.

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

10 Given the unique reliance of our legal system on private litigants to enforce
11 substantive provisions of law through class and derivative actions, attorneys
12 providing the essential enforcement services must be provided incentives
13 roughly comparable to those negotiated in the private bargaining that takes
14 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.

15 In the class action context, that would mean attempting to award the fee that
16 informed private bargaining, if it were truly possible, might have reached.
17 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.

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

19 [T]rial judges need the flexibility *Serrano III* provides, as it enables them to
20 relate fee awards to the economic realities that determine the efficacy of the
private enforcement contemplated by our civil justice system.

21 Accordingly, we hold that, in cases in which the value of the class recovery
22 can be monetized with a reasonable degree of certainty and it is not
23 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.

24 (*Id.* at 49-50).

25 In looking at similar cases, including those set forth above, Class Counsel’s requested fee
26 comports to the market. Based on the reasonable hourly rates suggested by Class Counsel and the
27 collective hours worked in this matter, the requested fee award would represent a modest multiplier of
28 about 1.89 over the current total fee lodestar. In this regard, Class Counsel’s fee request is reasonable.

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

2 Class Counsel's intention to request the Court's approval for payment of attorneys' fees was
3 clearly disclosed to each Class Member in the Court-approved Class Notice. (Rose Decl., ¶ 32; *See*
4 *also*, Nava Decl., Exh. A). As of the filing of this Motion, there has not been a single objection to the
5 request for attorneys' fees. (Nava Decl., ¶ 11). It is fair to conclude that the Class approves of/does
6 not take issue with the requested award of attorneys' fees. Based thereon, Class Counsel's request for
7 thirty-five percent (35%) of the Gross Settlement Amount, equaling Five Hundred Sixteen Thousand
8 Two Hundred Fifty Dollars and Zero Cents (\$516,250.00), should be granted.

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

10 Class Counsel seeks reimbursement of a total amount of Sixteen Thousand Two Hundred
11 Sixty-Four Dollars and Fifty-Eight Cents (\$16,264.58) in costs and expenses in this matter, which
12 includes reasonable future costs for filing the Motion. (Rose Decl., ¶ 31 & Exh. 4). All costs and
13 expenses were reasonably incurred in prosecution of this matter.

14 **VIII. THE REQUESTED ENHANCEMENT PAYMENT TO PLAINTIFF IS**
15 **REASONABLE**

16 The named Plaintiff should be awarded an Enhancement Payment in the amount of Seven
17 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for his services as the Class
18 Representative and the risks in connection with that role. (Rose Decl., ¶ 33). Enhancement awards in
19 wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher.
20 (Ibid). Often, multiple class representatives receive awards in the above range. (*See e.g., Munoz v.*
21 *BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 [approving an
22 enhancement request of \$10,000.00 per named plaintiff in a 188 member class]; *Cook v. Niedert*, 142
23 F.3d 1004, 1016 (7th Cir. 1998); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th Cir.
24 1974) ["We also think there is something to be said for rewarding those drivers who protect and help
25 to bring rights to a group of employees who have been the victims of discrimination."]). Here, the
26 requested Class Representative Service Payment is modest, reasonable, and should be approved.

27 ///

28 ///

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

8 The requested award for Plaintiff is also reasonable given the financial and personal risk he
9 took in commencing the Action, and in light of the benefits that his actions have conferred upon the
10 Class. (*Herrera Decl., ¶ 7; See also Van Vranken v. Atl. Richfield Co.* (N.D.Cal. 1995) 901 F.Supp.
11 294, 299-300). Additionally, in considering a requested class representative enhancement award,
12 courts take into consideration a plaintiff's reasonable fear of retaliation. (*Staton v. Boeing Co.* (9th
13 Cir. 2003) 327 F.3d 938, 977). Here, it is easy to see that a potential future employer could expend
14 little effort to discover Plaintiff brought the lawsuit – and based thereon, decline to offer Plaintiff
15 employment.

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

28 ///

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

8 **IX. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
9 **REASONABLE**

10 In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved,
11 Settlement Administration Costs not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00).
12 (Rose Decl., ¶ 38). Apex Class Action LLC is the approved Settlement Administrator. (Ibid). It is
13 an experienced class administrator and has adequately performed the administration tasks required by
14 the Preliminary Approval Order. (See, generally, Nava Decl.). Apex's *actual* costs to administer the
15 Settlement are only Six Thousand Nine Hundred Ninety Dollars and Zero Cents (\$6,990.00). (*Id.*, ¶
16 18 & Exh. B). Based thereon, the requested costs should be approved.

17 **X. THE PROPOSED LWDA ALLOCATION IS REASONABLE**

18 Pursuant to California Labor Code Section 2699(1), the Superior Court shall review and
19 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
20 § 2699(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
21 should be approved. As part of the Settlement, Defendants have agreed to pay Fifty Thousand Dollars
22 and Zero Cents (\$50,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA,
23 of which the payment of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00)
24 (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes.
25 (Rose Decl., ¶ 35).

26 It is extremely common in approved wage and hour class action cases that settle that only a
27 small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to
28 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 actually suffered the California Labor Code violations. (Rose Decl., ¶ 36).

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).

///

1 The Class Notice approved by the Court met these requirements: it identified the Parties and
2 described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution
3 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to
4 Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees
5 and Costs to Class Counsel. (Rose Decl., ¶ 37; *see also* Nava Decl., Exh. A thereto). The Class Notice
6 described the proposed Settlement with enough specificity to allow each Class Member to make an
7 informed choice whether to accept and participate in it. (Ibid). It also explained how and when Class
8 Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class Notice provided
9 the date for the hearing on final approval of the Settlement and informed Class Members how to obtain
10 additional information about the Settlement. (Ibid).

11 XII. CONCLUSION

12 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
13 Motion for Final Approval of Class Action and PAGA Settlement, and approve: (1) the requested
14 attorneys' fees to Class Counsel of \$516,250.00; (2) the requested reimbursement of actual costs and
15 expenses to Class Counsel of \$16,264.58; (3) the requested Enhancement Payment to Plaintiff of
16 \$7,500.00; and (4) the requested Settlement Administration Costs to the Settlement Administrator of
17 \$6,990.00; and permit the filing of a memorandum that exceeds the page limit.

18 Respectfully submitted,

19 Dated: April 22, 2025

BLACKSTONE LAW, APC

20
21 By: _____

Alexandra Rose
Attorneys for Plaintiff Alfonso Herrera
and the Class