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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MELCHOR GARCIA, an individual; on behalf of himself and all similarly situated aggrieved employees,

Plaintiff,

vs.

WESTERN TIRE EQUIPMENT AND SUPPLY COMPANY, a California Corporation; CHRIS DERALAS, an individual; EMANUEL MANOS, an individual; and DOES 1 through 100, inclusive.

Defendants.

Case No. 24STCV11528

(Hon. Samantha Jessner, Dept. 7)

PLAINTIFF'S NOTICE OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

[Concurrently filed with Declarations of Michael C. Robinson, Plaintiff, and Mayra Gonzalez; [Proposed] Order]

Date: November 30, 2026
Time: 10:00 a.m.
Dept.: 7

Action Filed: May 7, 2024
Trial Date: Not Set

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

PLEASE TAKE NOTICE that on November 30, 2026 at 10:00 a.m. or as soon thereafter

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as the matter may be heard, in Department 7 of the Los Angeles Superior Court – Spring Street Courthouse located at 312 North Spring Street, Los Angeles, CA 90012, plaintiff MELCHOR GARCIA ("Plaintiff") will and hereby does move this Court for an order: (1) confirming the class certification of the Settlement Class solely for settlement purposes pursuant to California Code of Civil Procedure section 382; (2) finally approving the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement") between Plaintiff and Defendants WESTERN TIRE EQUIPMENT AND SUPPLY COMPANY, CHRIS DERALAS, and EMANUEL MANOS (collectively, "Defendants") (Plaintiff and Defendants are referred to below collectively as the "Parties), (3) confirming the appointment Michael C. Robinson and Orion S. Robinson of Robinson Di Lando as Class Counsel; (4) confirming Plaintiff as the Class representative ("Class representative"); (5) finally approving an award of Class Counsel Fees Payment in the amount of $140,000.00 (1/3% of the Gross Settlement Amount ("GSA"), or $420,000.00 and an award of Class Counsel's Litigation Expense Payment in the amount of $15,735.00; (6) finally approving a Class Representative Service Payment in the amount of $5,000.00 to Plaintiff; (7) finally approving Administration Expenses Payment in the amount of $7,250.00 to Phoenix Class Action Administration Solutions; (8) finally approving a payment of $25,000.00 in PAGA penalties under the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 et seq.), seventy five percent (75%) or $18,750.00 of which will be distributed to the LWDA and the remaining twenty five percent (25%) or $6,250.00 will be distributed to the Aggrieved Employees; and (9) directing that the [Proposed] Final Order and Judgment Approving Class Settlement be entered.

For purposes of this Settlement, the "Settlement Class" or "Class Members" consist of Defendant WESTERN TIRE EQUIPMENT AND SUPPLY COMPANY'S ("Defendant") current and former non-exempt employees in California during the Class Period of May 7, 2020 through October 26, 2025. The Class Period will be from May 7, 2020 through October 26, 2025.

This Motion is made on the following grounds: (1) the Settlement Class meets all the requirements for class certification for settlement purposes only under California Code of Civil Procedure section 382; (2) Plaintiff and his counsel are adequate to represent the Settlement Class; (3) the Settlement reflects a fair, adequate, and reasonable compromise of all disputed claims in

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view of Defendants' potential liability exposure as compared against the risks of continued litigation; (4) the amounts requested for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, Class Representative Service Payment to Plaintiff, Administration Expenses Payment to Phoenix Class Action Administration Solutions, and payment to the LWDA and Aggrieved Employees are all fair, adequate, and reasonable; and (5) in view of the foregoing, the [Proposed] Final Order and Judgment Approving Class Settlement should be entered to give finality to the Settlement.

The Motion is based on this Notice of Motion and Motion, the attached Memorandum of Points and Authorities, the Declarations of Michael Robinson, Plaintiff, and Mayra Gonzalez, all papers and pleadings on file with the Court in this action, all matters judicially noticeable, and on such oral and documentary evidence as may be presented in connection with the hearing on the Motion.

This Motion has been filed with the LWDA and notice has been provided of Plaintiff's hearing for Final Approval of the Class Action and PAGA Settlement. (Declaration of Michael C. Robinson, paragraph 29.) Defendants do not intend to oppose this Motion. *Id.*

DATED: November 4, 2026

ROBINSON DI LANDO

By: _____
Michael C. Robinson, Jr.
Orion S. Robinson

Attorneys for Plaintiffs

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Los Angeles, California

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MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

I. INTRODUCTION

Plaintiff MELCHOR GARCIA ("Plaintiff") submits this memorandum of points and authorities in support of his unopposed motion for final approval of the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement")[1], which provides for a Gross Settlement Amount ("GSA") of $420,000.00 in compromise of all disputed wage claims on behalf of all current and former non-exempt California employees of Defendant WESTERN TIRE EQUIPMENT AND SUPPLY COMPANY, a California corporation ("Defendant") during the period from May 7, 2020 through October 26, 2025 ("Class Period").

For purposes of this Settlement, the "Settlement Class" or "Class Members" consist of Defendant's current and former non-exempt employees in California who performed work for Defendant from May 7, 2020 through October 26, 2025. The Class Period will be from May 7, 2020 to October 26, 2025.

Through this Motion, Plaintiff respectfully requests for this Court to (1) confirm the class certification of the Settlement Class solely for settlement purposes pursuant to California Code of Civil Procedure section 382; (2) finally approve the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement") between Plaintiff and Defendants Western Tire Equipment and Supply Company, Chris Deralas, and Emanuel Manos (collectively, "Defendants"), (3) confirm the appointment Michael C. Robinson and Orion S. Robinson of Robinson Di Lando as Class Counsel; (4) confirm Plaintiff as the Class representative ("Class representative"); (5) finally approve an award of Class Counsel Fees Payment in the amount of $140,000.00 (1/3% of the Gross Settlement Amount ("GSA")) for attorneys' fees and an award of Class Counsel's Litigation Expense Payment in the amount of $15,735.00; (6) finally approve Class Representative Service Payment in the amount of $5,000.00 to Plaintiff; (7) finally approve Administration Expenses Payment in the amount of $7,250.00 to Phoenix Class Action Administration Solutions; (8) finally

[1] The Settlement is attached as Exhibit ("Ex.") 1 to the Declaration of Michael C. Robinson ("MCR"), which is submitted herewith under a separate cover.

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approve a payment of $25,000.00 in PAGA penalties under the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 et seq.), seventy five percent (75%) or $18,750.00 of which will be distributed to the LWDA and the remaining twenty five percent (25%) or $6,250.00 will be distributed to the Aggrieved Employees; and (9) enter the [Proposed] Final Order and Judgment Approving Class Settlement submitted herewith so as to give finality of the Settlement.

For the reasons set forth herein, Plaintiff respectfully requests for this Court to grant this Motion in its entirety.

II. FACTUAL, PROCEDURAL BACKGROUND, AND ESCALATOR

Plaintiff filed his Motion for Preliminary Approval of Class Action Settlement and PAGA Settlement on February 6, 2026 (Declaration of Michael C. Robinson ("MCR") ¶ 3, Ex. 2). Plaintiff filed a supplemental Motion for Preliminary Approval on June 29, 2026. (MCR ¶ 3, Ex. 3). On July 29, 2026, the Court approved Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. (MCR ¶ 4, Ex. 4). The factual and procedural background of this case leading up to this Court's granting of preliminary approval of the Settlement are set forth in the Memorandum of Points and Authorities of the Motions for Preliminary Approval, and the Declaration of Michael C. Robinson filed in support thereof. The complete terms of the Settlement are set forth in the Settlement Agreement attached to the declaration of Michael C. Robinson as Exhibit 1.

When Plaintiff moved for preliminary approval of the Settlement, he explained at length in his moving papers how the Class meets all the requirements for class certification under Code of Civil Procedure § 382 and why the Settlement is fair, adequate and a reasonable compromise of disputed claims on behalf of the Class Members, and why the Class Representative Service Payments to Plaintiff, the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, and the Administration Expenses Payment to Phoenix Class Action Administration Solutions are justifiable and reasonable. Since this Court entered its ruling granting preliminary approval of the Settlement on July 29, 2026, no subsequent events have cast any doubt on the Court's determination. (MCR ¶ 5).

The Net Settlement Amount of $227,015.00 available to pay Participating Class Members

was determined by subtracting the requested Class Counsel attorneys' fees ($140,000.00), and Class Counsel costs ($15,735.00), requested Class Representative Service Payment ($5,000.00), the PAGA Amount ($25,000.00), and the requested Settlement Administration Costs ($7,250.00) from the Gross Settlement Amount ($420,000.00). (Declaration of Settlement Administrator Mayra Gonzalez ("Gonzalez Decl., ¶ 13). There is a total of 141 individuals in the class. ("Gonzalez Decl., ¶ 5).

The Escalator Clause in the settlement agreement was not triggered. ("Gonzalez Decl., ¶ 12).

III. THE NOTICE PROCESS

Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Stipulation of Class Action Settlement ("Settlement Agreement" or "Settlement") for this matter, Phoenix is responsible for: (i) preparing, translating, printing, and mailing the *Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval* ("Notice"); (ii) responding to any inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from May 7, 2020 to October 26, 2025 ("Class Period"); calculating the number of pay periods each Aggrieved Employee worked during the period from May 1, 2023 to October 26, 2025 (PAGA Period); (iv) determining the validity of any letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), any written objections to the Class Settlement ("Objections"), and/or any disputes regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders. (Gonzalez Decl., ¶ 2)

On June 22, 2026, Defendant provided the Administrator with data files containing each

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Class Member's names, last known mailing addresses, Social Security numbers, dates of employment for each Class Member during the Class Period for purposes of mailing the Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval ("Class Notice"). (Gonzalez Decl., ¶ 3). The mailing list contained 141 Class Members. (Gonzalez Decl., ¶ 3). On August 13, 2026, Phoenix conducted a National Change of Address (NCOA) search in an attempt to update the class list of addresses as accurately as possible, as a search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address. (Gonzalez Decl., ¶ 4). On August 13, 2026, the Administrator mailed copies of the Class Notice in English and Spanish, Election Not to Participate in Settlement Form, Workweek Dispute Form, and Objection Form (collectively, the "Notice Packet") to the Class Members by First Class U.S. Mail in English and Spanish to all 141 Class Members on the Class Data. (Gonzalez Decl., ¶ 5; see also Ex. A).

As of the date of this Motion, ten Notice Packets have been returned to Phoenix. (Gonzalez Decl., ¶ 6). None were returned with a forwarding address. (Gonzalez Decl., ¶ 6). For the ten Notice Packets returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. (Gonzalez Decl., ¶ 6). Of the ten Notice Packets that were skip traced, nine updated addresses were obtained and the Notice Packet was promptly re-mailed to those Class Members via first class mail. (Gonzalez Decl., ¶ 6). As of the date of this Motion, only one Notice Packet remains undeliverable since an updated address could not be obtained via skip trace. (Gonzalez Decl., ¶ 7).

As of the date of this Motion, Phoenix has received zero Requests for Exclusion from a Class Member. (Gonzalez Decl., ¶ 8). The deadline to request exclusion from the Class Settlement was October 12, 2026. (Gonzalez Decl., ¶ 8). As of the date of this Motion, Phoenix has received zero (0) Notices of Objection from Class Members. (Gonzalez Decl., ¶ 9). The deadline for objecting to the Class Settlement was October 12, 2026. (Gonzalez Decl., ¶ 9). As of the date of this Motion, Phoenix has received zero (0) Workweek disputes from Class Members. (Gonzalez Decl., ¶ 10). The deadline for submitting a dispute was October 12, 2026. (Gonzalez Decl., ¶

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10).

There are 141 Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. (Gonzalez Decl., ¶ 11). Settlement Class Members have worked a collective total of 11,139 Workweeks during the Class Period. (Gonzalez Decl., ¶ 11). Each Workweek is valued at approximately $20.67. (Gonzalez Decl., ¶ 11).

Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $5,828.74, the lowest Individual Settlement Share to be paid is approximately $20.38, while the average Individual Settlement Share to be paid is approximately $1,610.04. (Gonzalez Decl., ¶ 14). Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment"). (Gonzalez Decl., ¶ 14).

Additionally, $25,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or $18,750.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $6,250, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. (Gonzalez Decl., ¶ 15). There are 84 Aggrieved Employees who worked a total of 3,002 pay periods during the PAGA Period. (Gonzalez Decl., ¶ 15). The highest Individual PAGA Payment to be paid is approximately $135.33, the lowest individual PAGA Payment is approximately $2.08, and the average Individual PAGA Payment to be paid is approximately $74.40. (Gonzalez Decl., ¶ 15).

Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount. (Gonzalez Decl., ¶ 16).

Phoenix's costs associated with the administration of this matter are $7,250.00. (Gonzalez Decl., ¶ 17). This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. (Gonzalez Decl., ¶ 17, Ex. B).

IV. ARGUMENT

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A. THE CLASS MEETS ALL OF THE REQUIREMENTS FOR CLASS CERTIFICATION UNDER CODE OF CIVIL PROCEDURE § 382

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 representatives and absent class members share a community of interest and questions of law and fact common to the class predominate over questions unique to individual class members; (3) the representative's claims are typical of the class' claims; and (4) the representatives will fairly and adequately represent the class' interests. (See, e.g., *Richmond v. Dart Indust., Inc*. (1981) 29 Cal.3d 462, 675). As described above, on July 29, 2026, this Court determined that the Class meets all the requirements for class certification for settlement purposes only when it entered its ruling granting preliminary approval of the Settlement. (MCR, ¶ 6). No subsequent events have cast any doubt on this determination. (*Id*.) Therefore, the Court should confirm the conditional granting of class certification for settlement purposes only.

B. THIS COURT SHOULD GRANT FINAL APPROVAL TO THE SETTLEMENT BECAUSE IT IS A FAIR, ADEQUATE, AND A REASONABLE COMPROMISE OF DISPUTED WAGE AND HOUR CLAIMS

California courts favor settlement. (*Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231. 236.) Unlike most settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. (*Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-579.) This approval process consists of preliminary settlement approval, notice being given to class members, and a final fairness and approval hearing being held at which class members may be heard with respect to the settlement. (*Id.*) This case is now at the final step of this process and, for the reasons set forth in Plaintiff's motion for Preliminary Approval of Class Action Settlement and all briefing in support thereof (incorporated by reference), final approval is warranted. (MCR, ¶¶ 2-3, Ex. 2). As described above, since this Court entered its ruling granting preliminary approval of the Settlement, no subsequent events have cast any doubt on the Court's determinations that the Settlement is a fair, adequate, and reasonable compromise of disputed claims on behalf of the Class Members, and that the Class

Representative Service Payment to each Plaintiff and the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel are justifiable and reasonable. (MCR, ¶¶ 2-3, Ex. 2).

$25,000.00 of the Gross Settlement Amount will be attributed to Plaintiff's Private Attorney General Act ("PAGA") claim, 75% of which will be paid to the Labor Workforce Development Agency ("LWDA") pursuant to PAGA. The remaining amount will be paid to the PAGA Aggrieved employees. (Settlement, p. 4; MCR, ¶ 7).

1. The Absence of Objections and Requests for Exclusion Further Confirms That the Settlement Is A Fair, Adequate, and Reasonable Compromise of the Disputed Claims At Issue

The absence of objections supports the presumption of fairness and final approval of the Settlement. (See *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1152-1153 (finding 9 objections, and 80 opt-outs, from a class of 5,454, showed a positive response from class members supporting settlement approval). As of November 3, 2026, no Class Member has submitted a dispute or objection to the Settlement. (Gonzalez Decl., ¶¶ 6-9). As of November 3, 2026, Phoenix has received zero request for exclusion out of 141, representing 100% participation of the class. (Gonzalez Decl., ¶ 7). Thus, the absence of objections and no requests for exclusion further confirms the fairness of the Settlement.

C. THE REQUESTED CLASS COUNSEL FEES PAYMENT AND CLASS COUNSEL LITIGATION EXPENSES PAYMENT ARE ALSO REASONABLE

Class Counsel's request for attorneys' fees is reasonable as a percentage of the Settlement and those efforts that occasioned payment of individual settlements to employees of Defendant in advance of this Class Settlement. In this case, the request for attorneys' fees of $140,000.00 constitutes 1/3% of the $420,000.00 GSA. Plaintiff and the Class, as the prevailing party plaintiffs in settlement, are entitled to recover attorneys' fees and costs for their wage claims, and the associated interest and penalties. (See Lab. Code §§ 218.5, 1194, 2699(g); Code Civ. Proc. § 1021.5(a); *Earley v. Superior Court* (2000) 79 Cal.App. 4th 1420.) An attorneys' fees award is justified where the legal action has produced its benefits by way of a voluntary settlement. (See,

e.g., *Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1290-1291; *Westside Cmty. for Indep. Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 352-353.) California law provides that when a party is entitled to statutory fees, the party must be compensated for all time reasonably spent seeking to accomplish the desired result. (*Serrano v. Unruh* (1982) 32 Cal.3d 621, 624.)

Class Counsel's request for attorneys' fees of $140,000.00 is also fair and reasonable based on their lodestar as cross-checked against the percentage of the recovery. "[R]egardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn.11 ("*Chavez*"); *Laffitte v. Robert Half Int'l Inc.* (Cal. Aug. 11, 2016) 1 Cal.5th 480, 376 P.3d 672, No. S222996, 2016 WL 4238619, at *17 (holding that courts can use the percentage method for the calculation of attorneys' fees); *In re Pacific Enter. Sec. Litig*. (9th Cir. 1995) 47 F.3d 373, 379 ("*Pacific*") (affirming 33% fee award); *Williams v. MGM-Pathe Communications Co*. (9th Cir. 1997) 129 F.3d 1026, 1027 ("MGM") (awarding 33% of total fund amount). The Court in *Laffitte*, recognizing the advantage of the percentage method in encouraging counsel "to seek an early settlement and avoid[ing] unnecessarily prolonging the litigation," held that "the percentage method is a valuable tool that should not be denied our trial courts." *Id*. This is also consistent with Class Counsel's experience in wage and hour class actions in which attorneys are typically awarded one third of the Gross Settlement Amount in State Court. (MCR ¶ 9). In this case, Class Counsel is requesting 1/3% of the GSA for fees, which is the standard 1/3% attorneys' fee percentage.

Under California law, lodestar multipliers can range from 2 to 4 or even higher. (See, e.g., *Chavez, supra*, 162 Cal.App.4th at 49; *Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 255.) In class actions such as this one, where the value of the benefit conferred to the class "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 doing so, "the court determines, retrospectively, whether the litigation involved a contingent risk or required extraordinary legal

skill justifying augmentation of the unadorned lodestar in order to approximate the fair market rate for such services." (*Id.* at p. 556.)

Class Counsel's requested attorneys' fees will also be justified under the lodestar method. In this case, Class Counsel has a total lodestar of $153,370.00 without the use of any multiplier, which is more than Class Counsel's request for attorneys' fees of $140,000.00. (MCR, ¶¶ 8-10.) Here, Plaintiff's counsel had four attorneys working on this matter and spent 250.8 hours over a period of approximately 2.5 years. (MCR, ¶¶ 8-10.) Michael C. Robinson was the senior attorney and billed at $700.00 per hour as an attorney with over thirty years of experience and President of the firm; Orion Robinson is a Shareholder with over thirteen years of experience and billed at $600.00 per hour, Michael Yee is a senior associate with over fourteen years of experience and billed at $450.00 and William Boyd is an associate and billed at $375.00 per hour. (MCR, ¶¶ 8-10.) The work performed by Class Counsel includes but is not limited to, a thorough investigation of the claims, reviewing hundreds of sample time and payroll records, multiple investigative interviews, working with an expert to complete an analysis, preparing for and attending a mediation, continued settlement discussions with the assistance of the mediator over a lengthy period of time, and completing motion work for the settlement approval process. (MCR, ¶¶ 8-10.)

The time entries are attached as Exhibit 5 to the declaration of Michael C. Robinson and were kept contemporaneously with the litigation. (MCR, ¶ 11.)

Michael Robinson and Orion Robinson serve as plaintiff's counsel and defense counsel on multiple class action and PAGA cases, each handling over 100 class and PAGA claims both as defense and Plaintiff's counsel. (MCR, ¶¶ 12.) Michael Robinson and Orion Robinson both have trial experience, with Michael Robinson having tried over 30 cases to verdict. (MCR, ¶¶ 12.) Michael Robinson and Orion Robinson's rates of $700.00 per hour and $600.00 per hour were recently approved by the Orange County Superior Court in a similar class action styled *Kayla Jade Valenzuela, et al. v. Texas De Brazil Rancho Corporation, et al.* (Case No.: 30-2023-01356359-CU-OE-CXC. (MCR, ¶¶ 12.)

Notably, Class Counsel was opposed by highly skilled and diligent counsel for Defendant. The vigorous advocacy of opposing counsel is also considered for this analysis. (*In re Heritage*

Bond Litig., No. 02-ML-1475 DT, 2005 WL 1594403, at *20. (C.D. Cal. June 10, 2005. This factor also cuts in favor of approving the fee request. Based on the experience and credentials of Class Counsel, which have been set forth in previously filed declarations, these rates are well within the range charged by attorneys with comparable experience and qualifications and thus are reasonable. (MCR, ¶¶ 13).

This award is justified here because Class Counsel achieved a strong result for the Class Members while bearing the substantial burdens of contingency representation and the fees requested are within the market rate. (*Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1048-1049.) In addition, Class Counsel must await reimbursement for litigation expenses incurred in the amount of $15,735.00. (MCR, ¶ 14). The costs include Court filing fees, expert fees, process server fees and fees for mediation. (MCR, ¶ 14). In contrast, Defendant's counsel have presumably been reimbursed for their costs as they incurred them. Moreover, Class Counsel have expended time, effort, and money that they could have expended on less risky cases instead. Class Counsel also expects to perform additional work on this case if the Court grants final approval of the Settlement, including supervision of the Administrator's disbursement of the settlement funds to participating Class Members. Attached as Exhibit 6 to the Declaration of Michael C. Robinson is the Cost Summary Report.

Class Counsel should also be compensated for negotiating a substantial recovery for Class Members in the face of serious defense challenges. (MCR, ¶ 15). Each class member will receive compensation from the settlement. (MCR, ¶ 15). Defendant could have attempted to enforce a class waiver and arbitration agreement which could have resulted in no payment to the class. (MCR, ¶ 15). In this case, the highest individual settlement share to be paid is approximately $5,828.74, and the average individual settlement share is $1,610.04 which is a substantial recovery – especially considering that some wage and hour class action settlements result in class members receiving coupons or vouchers in much smaller amounts instead of cash payments. (See, e.g., *Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576, 590 (affirming final approval of wage and hour class action settlement where 20% of the fund allocated to the class was merchandise vouchers). This average net recovery is well within the range of many other wage and hour class

action settlements approved by California state and federal courts. *See, e.g., Sandoval v. Nissho of Cal., Inc.,* Case No. 37-2009-00091861 (San Diego County Super. Ct.) (average net recovery of approximately $145); *Fukuchi v. Pizza Hut,* Case No. BC302589 (L.A. County Super. Ct.) (average net recovery of approximately $120); *Contreras v. United Food Group, LLC,* Case No. BC389253 (L.A. County Super. Ct.) (average net recovery of approximately $120). *Ressler v. Federated Department Stores, Inc.,* Case No. BC335018 (L.A. County Super. Ct.) (average net recovery of approximately $90); *Lim v. Victoria's Secret Stores, Inc.,* Case No.: 04CC00213 (Orange County Super. Ct.) (average net recovery of approximately $35). (MCR, ¶ 15).

Moreover, as discussed in the original moving papers seeking preliminary approval of the Settlement, there is still substantial uncertainty regarding the law in this area with respect to class certification and merits issues. Despite the extent of risk involved in this case, Class Counsel skillfully navigated through it and negotiated a favorable result for Class Members. The quality of Class Counsel's work, and the efficacy and dedication with which it was performed, should be compensated. (See, e.g., *J.N. Futia Co. v. Phelps Dodge Indus., Inc.* (S.D.N.Y. 1982) 1982 U.S. Dist. LEXIS 15261.)

Class Counsel's previous experience in litigating wage and hour class actions also supports the reasonableness of the fee request, as does the caliber of opposing counsel. Class Counsel's previous experience in similar matters was integral in evaluating the strengths and weaknesses of the case against Defendants and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive law, state and federal, as well as the procedural law of class action litigation. (MCR, ¶ 16.) Because it is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, attorneys' fees of 1/3% (one-third percent) of the GSA is reasonable, especially given that 1/3% of the GSA has been determined to be a reasonable fee for class cases. Likewise, the caliber and experience of opposing counsel in labor and employment litigation, Atkinson, Andelson, Loya, Ruud & Romo, supports the fairness and reasonableness of the requested attorneys' fees. (*See, e.g., Vizcaino v. Microsoft Corp.* (W.D. Wash. 2001) 142 F. Supp. 2d 1299, 1303. Id., Ex. G.)

Based on these and other factors, Class Counsel has received attorneys' fee awards amounting to a percentage of the common fund. (MCR, ¶ 17.) It is an accepted practice in wage and hour class action settlements to award attorneys' fees to Class Counsel based on a percentage of the total settlement value agreed upon by the parties. California courts have long recognized that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the common fund. (*Serrano III*, 20 Cal.3d at pp. 48-49 ["when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund"]; *Wershba*, 91 Cal.App.4th at p. 254; *Lealao v. Beneficial California, Inc*. (2000) 82 Cal.App.4th 19, 26-30.)

Equitable considerations also dictate that Class Counsel should be rewarded for achieving a valuable settlement without protracted litigation. Indeed, several courts have expressed frustration with the lodestar approach for deciding fee awards, which usually involves wading through voluminous, and often indecipherable, time records. Commenting on the lodestar approach, Judge Marilyn Hall Patel wrote in In re *Activision Securities Litigation*, 723 F. Supp. 1373, 1375 (N.D. Cal 1989),

> This court is compelled to ask, "Is this process necessary?" Under a cost-benefit analysis, the answer would be a resounding, "No!" Not only do the Lindy Kerr-Johnson analyses consume an undue amount of court time with little resulting advantage to anyone, but in fact, it may be to the detriment of the class members. They are forced to wait until the court has done a thorough, conscientious analysis of the attorneys' fee petition. Or, class members may suffer a further diminution of her fund when a special master is retained and paid from the fund. Most important, however, is the effect the process has on the litigation and the timing of settlement. Where attorneys must depend on a lodestar approach, there is little incentive to arrive at an early settlement.

The Ninth Circuit has similarly recognized that the lodestar method "creates incentives for counsel to spend more hours than may be necessary on litigating a case so as to recover a reasonable fee, since the lodestar method does not reward early settlement." (*Vizcaino v. Microsoft*

Corp., 290 F.3d at 1050, n.5.) The Ninth Circuit has thus cautioned that, while a lodestar may be used as a crosscheck on the reasonableness of a percentage fee method if a district court in its discretion chooses to do so, a lodestar calculation is not required and "class counsel should [not] necessarily receive a lesser fee for settling a case quickly." (*Id*.) Thus, district courts in the Ninth Circuit recognize that a crosscheck need not be performed where counsel achieves a significant result through an early settlement. (E.g., *Lewis v. Starbucks Corp.,* 2008 WL 4196690 (E.D. Cal. 2008) (favoring percentage method over lodestar for settlements achieved at relatively early litigation stages); *Glass v. UBS Fin. Servs., Inc.,* 2007 WL 221862 (N.D. Cal. 2007) (opining that lodestar crosscheck would unfairly penalize counsel for settling the case without protracted litigation). Accordingly, because this case presents considerable risks, coupled with the ensuing risks of lengthy appeals and risk of no recovery, the excellent result achieved by Class Counsel shows that the amounts allocated to the attorneys' fees under the Settlement warrant final approval. As such, the evidence shows that Class Counsel's request for attorneys' fees is reasonable and warrants this Court's final approval.

Finally, the request for litigation expenses of $15,735.00 is fair and reasonable. Class Counsel has incurred $15,735.00 in actual litigation expenses to date, and anticipates additional costs through final accounting of the Settlement. (MCR, ¶ 18.) These expenses include but are not limited to filing fees, electronic filing and service costs, appearance costs, mediation fees, and data analyses, to name just a few. (MCR, ¶ 18.) As the evidence submitted herewith shows, all of these litigation expenses are documented and reasonably incurred. MCR ¶ 18.) Accordingly, they warrant final approval.

D. THE PROPOSED CLASS REPRESENTATIVE SERVICE PAYMENTS TO EACH PLAINTIFF IS ALSO FAIR, ADEQUATE, AND REASONABLE AND SHOULD BE FINALLY APPROVED

Courts routinely approve Class Representative Service Payments to compensate plaintiffs for the services they provide and the risks they incur during class action litigation, often in much higher amounts than that sought here. (See, e.g., *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to 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 enhancement award).

1. The Class Representative Service Payments Is a Very Small Percentage of the GSA

Here, the Settlement provides that Plaintiff may seek a Class Representative Service Payment of $5,000.00. Approving a Class Representative Service Payments of $5,000.00 to Plaintiff amounts to 1% percent of the GSA. (MCR, ¶ 19.)

2. The Time and Effort Plaintiff Expended On This Litigation Justifies the Class Representative Service Payments

Plaintiff began the investigation of his claims and retention of counsel in approximately April 2024 2025. Awarding Plaintiff 1 percent of the GSA is entirely reasonable given Plaintiff's effort working on this case undertaken on behalf of absent Class Members. In this case, Plaintiff worked with counsel to help prosecute this class action. Plaintiff has devoted over forty hours of his time advancing the interests of the Class Members and also expects to devote additional hours of his time with Class Counsel overseeing the administration of the Settlement if the Court grants final approval of the Settlement. Plaintiff was active in litigating this case. Plaintiff has done this by, among other things, retaining experienced counsel, meeting with Counsel to obtain background and discuss the potential claims, providing counsel with extensive information about his work history with Defendant and Defendant's policies and practices with respect to the wage and hour claims at issue, participating in multiple meetings and phone calls to discuss the case, facts surrounding his employment, providing witness information, providing employment records, participating in a full day of mediation, and being actively involved in the settlement process to ensure a fair result for the Class Members as a whole. During meetings and phone calls, Plaintiff discussed at length his experience at Defendant's place of business, and provided specific examples of alleged violations. (MCR, ¶ 20; see generally Plaintiff's Declaration.)

3. Plaintiff's Heavy Fiduciary Responsibility Justifies the Class Representative Service Payment

As Class representative, Plaintiff agreed to (1) consider the interests of the class just as he

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would consider his own interests and, in some cases, to put the interests of the class before his own interests; (2) actively participate in the lawsuit, as necessary, by among other things, answering investigative questions, producing documents to class counsel and willing to give deposition and trial testimony if requested; (3) travel to give such testimony if requested; (4) recognize and accept that any resolution of the lawsuit by dismissal or settlement, is subject to court approval, and must be designed in the best interest of the class as a whole; (5) follow the progress of the lawsuit and provide all relevant facts to Class Counsel; (6) champion many other people with similar claims and injuries because of the importance of the case and that necessity that all Class Members benefit from the lawsuit; and (7) fight for a resolution in which the individual recovery to each class member, including Plaintiff, may be relatively small. Plaintiff agreed to shoulder all of these responsibilities in exchange for a proportionate share of funds made available for distribution to the Class Members. Plaintiff had no guarantee of a Class Representative Service Payment. This justifies the Class Representative Service Payment sought. (MCR, ¶ 21; see generally Plaintiff's Declaration.)

In class actions, especially since *Genesis HealthCare Corp., et al. v. Symcyzk* (2013) 569 U.S. 66, 133 S. Ct. 1523, the risk always exists that defendants will offer a named plaintiff an individual settlement exceeding what he can hope to recover as a class member or as enhancement payment. There is a high risk of an individual settlement offer to the class representative in the context of class actions prosecuted by low wage workers who may have lost their sources of income working for the employer-defendant. The Class Representative Service Payment Plaintiff seeks is justified in part because, consistent with his fiduciary duties to the Class Members, he did not seek an individual settlement for their wage and hour claims at all, instead choosing to prosecute this matter on behalf of their coworkers. (See generally Plaintiff's Declaration.) By pursuing the claims of all Class Members, Plaintiff also render his own individual payment uncertain and delay his payment by several months (at the least). These are additional grounds for their Class Representative Service Payment. (MCR, ¶ 22.)

4. The Risks That Each Plaintiff Undertook Justify The Class Representative Service Payments

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In taking the actions outlined above, Plaintiff has exposed himself to significant risks, including the risk that they could have been ordered to pay Defendants' attorneys' fees and costs if this Action had been unsuccessful (see Lab. Code §§ 218.5-218.6), as well as the risk that they could, in the future, face a potentially hostile work environment and worsened career prospects for suing a prior employer for wage and hour violations and serving as a Plaintiff in a class action lawsuit. Additionally, Plaintiff has exposed himself to the risk that he could end up receiving less than Defendants would have paid at the beginning of the Action via a C.C.P. § 998 offer or other individual settlement offer to drop their class allegations. On many occasions, California courts have ordered wage and hour plaintiffs and would be class representatives to pay outrageous fee and/or cost awards for unsuccessful claims. A few examples are:

- *Zalewa v. Tempo Research Corp*. (CA 2nd Dist. March 1, 2013) No. B238142, 2013 WL 766535 (court awarded the employer $2,210,360 in attorney's fees to be paid by employee for employee's unsuccessful suit for unpaid bonuses) (MCR, ¶ 17, Ex. E);
- *Cun v. Café Tiramisu LLC* (CA 1 Dist. Nov. 30, 2011) No. A131241, 2011 WL 5979937 (court ordered the employee to pay $36,612.50 in attorney's fees and costs to employer for unsuccessful suit for unpaid wages) (MCR, ¶ 17, Ex. F);
- *Csaszi v. Sharp Healthcare*, No. D038558, 2003 WL 352422 (CA 4th Dist. Feb. 18, 2003) (court ordered the employee to pay $20,269 in attorney's fees and costs to the employer for unsuccessful suit for unpaid wages and overtime) (MCR, ¶ 17, Ex. G); and
- *Villalobos v. Guertin*, No. CIV. S–07–2778 LKK/GGH, 2009 WL 4718721 (U.S.D.C. Eastern Dist. Dec. 3, 2009) (court ordered Plaintiff's counsel to pay $21,180 in attorney's fees and $1,525.80 in costs to defense counsel for unpaid wages) (MCR, ¶ 17, Ex. H).

Such costs awards are higher than the share of the Net Settlement Amount ("NSA") that Plaintiff stands to receive as a participating Class Member. It is unfair in view of the substantial risk of an adverse fee or cost award of several thousand dollars that Plaintiff receives less as a reward for taking such a risk. Moreover, we cannot lose sight of the fact that Plaintiff is not a high

wage earner. (MCR, ¶ 23.) Even the lowest of the cost awards listed above would have devastating consequences for Plaintiff in view of his modest earnings. (*Id*.)

5. The Public Policy Behind Class Actions Justifies The Class Representative Service Payment

The public policy behind class actions that seek an aggregate recovery of otherwise small amounts of money is equally important and has been recognized by the courts. "The policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights. A class action solves this problem by aggregating the relatively paltry potential recoveries into something worth someone's (usually an attorney's) labor." (*Amchem Products, Inc. v. Windsor* (1997) 521 U.S. 591 quoting *Mace v. Van Ru Credit Corp*. (1997) 109 F.3d 338, 344. "Frequently numerous consumers are exposed to the same dubious practice by the same seller so that proof of the prevalence of the practice as to one consumer would provide proof for all. Individual actions by each of the defrauded consumers are often impracticable because the amount of individual recovery would be insufficient to justify bringing a separate action; thus, an unscrupulous seller retains the benefits of its wrongful conduct." *Vasquez v. Superior Court* (1971) 4 Cal.3d 800. "A company which wrongfully exacts a dollar from each of millions of customers will reap a handsome profit; the class action is often the only effective way to halt and redress such exploitation." *Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381. "A current employee who individually sues his or her employer is at greater risk of retaliation. We have recognized that retaining one's employment while bringing formal legal action against one's employer is not a viable option for many employees." *Gentry v. Superior Court* (2007) 42 Cal.4th 443. If would be class action plaintiffs are not adequately incentivized to assume the risk of a substantial cost award, it is unlikely that they will bring such lawsuits in the first place.

The average putative class member in this case would be unlikely to pursue individually the claims Plaintiff brought against Defendants because such claims would be too small to justify the cost and the risk. A putative class member will be unlikely to find an attorney who is willing to pursue an individual's claims because the claims are too small to justify the hundreds of hours

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of legal work necessary to prove each claim. Only the class action vehicle, which allows for the aggregation of hundreds of risky small dollar value claims, makes such claims advantageous for an attorney to pursue on a contingency basis and there can be no class action without a class member assuming the great fiduciary responsibilities of as class representative. This court should allow the Class Representative Service Payment requested because to do otherwise would discourage employees (and attorneys) from bringing class actions in the first place. (MCR, ¶ 24.)

If would-be class action plaintiffs are not adequately incentivized to advance the public policy behind class actions in court in light of the time and risk it will entail, it is unlikely that they will bring class action lawsuits in the first place. Once employers realize that such lawsuits are unlikely, they will have no incentive to comply with wage and hour laws. (MCR, ¶ 25.)

6. The Risk of Impairment to Plaintiff's Job Prospects Justifies The Class Representative Service Payment

Plaintiff faced the risk that he could face worsened career prospects for suing a former employer for wage and hour violations and serving as a Plaintiff in a class action lawsuit. (MCR, ¶ 26; see generally Plaintiff's Declaration.) Because he filed a lawsuit in the California Superior Court, a public record now exists that Plaintiff sued his employer for Labor Code violations – a fact that won't be lost on prospective employers considering them for a job. Common sense dictates that an employer will think twice about hiring someone who sued their last employer. Legal experts have recognized this fact. (MCR, ¶ 26 ("Employees: Better Think Twice Before Suing Your Employer (Four Reasons Why)" and "What To Expect If You Sue Your Employer"). California even has laws to address this risk: Labor Code § 1102.5 prohibits retaliation against employees who speak up about Labor Code violations and Labor Code § 98.6 prohibits discrimination against employees who bring Labor Code violations to the attention of the Labor Commissioner. Thus, the risk to Plaintiff's future employment shows that the Class Representative Service Payments sought are fair, adequate, and reasonable, and warrants final approval of the Court. (*Id.*)

7. Class Counsel's Dependence on Plaintiff Justifies the Class Representative Service Payment

Class Counsel depended on Plaintiff's input to prosecute this lawsuit. Plaintiff made this case possible for a number of reasons. First, Plaintiff challenged his employer on an unlawful practice that led to Defendant paying a large percentage of the unpaid wages in question plus interest to the remainder of its employees. Plaintiff provided Class Counsel with detailed descriptions of how Defendant's business operates, the hours and scheduling of employees, and the nature of the work Class Members performed. (MCR, ¶ 27; see generally Plaintiff's Declaration.)

E. THIS COURT SHOULD FINALLY APPROVE SETTLEMENT ADMINISTRATION COSTS TO PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS

No subsequent events have cast any doubt on the Court's determination that the Administration Expenses Payment are justifiable and reasonable. Plaintiff requests Administration Expenses Payment in the amount of $7,250.00 to the Administrator for its services, as set forth in Mayra Gonzalez's declaration filed concurrently with this motion under separate cover and billing statement. (Gonzalez's Decl., ¶ 17, Ex. C.) Accordingly, this Court should finally approve a payment in the amount of $7,250.00 from the GSA to Phoenix for Administration Expenses Payment. (MCR, ¶ 28).

V. CONCLUSION

For the reasons stated above, this Court should grant Plaintiff's Motion in its entirety and adopt the concurrently lodged [Proposed] Final Order and Judgment Approving Class Settlement.

DATED: November 4, 2026

ROBINSON DI LANDO

By: _____
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